# GLOBAL TENDER ENQUIRY DOCUMENT

FOR PROCUREMENT OF Modular Operation Theatre and Integration part FOR SIX AIIMS

> UNDER PMSSY Scheme FOR

# **GOVT OF INDIA**

# MINISTRY OF HEALTH & FAMILY WELFARE HLL/PCD/PMSSY/AIIMS-II/15/13–14



BY

# **HLL Lifecare Limited**

(A GOVERNMENT OF INDIA ENTERPRISE) Procurement & Consultancy Services Division B-14 A, Sector-62, Noida-201 307 PHONE: 0120-4071500 FAX: 0120-4071513 URL: www.lifecarehll.com

Email: pcd@lifecarehll.com

# **INDEX**

Section I- Notice inviting Tender (NIT)	Section	Topic	Page No.
Section IIISpecial Instructions to Tenderers (SIT)26Section IVGeneral Conditions of Contract (GCC)27Section VSpecial Conditions of Contract (SCC)45Section VIList of Requirements46Section VIITechnical Specifications48Section VIIIQuality Control Requirements83Section IXQualification Criteria84Section XITender Form91Section XIIPrice Schedules92Section XIIQuestionnaire95Section XIIIBank Guarantee Form for EMD97Section XVBank Guarantee Form for Performance Security /CMC Security101Section XVIContract Form (A & B)104Section XVIIProforma of Consignee Receipt Certificate108	Section I	– Notice inviting Tender (NIT)	03
Section IVGeneral Conditions of Contract (GCC)27Section VSpecial Conditions of Contract (SCC)45Section VIList of Requirements46Section VIITechnical Specifications48Section VIIQuality Control Requirements83Section IXQualification Criteria84Section XITender Form91Section XIIPrice Schedules92Section XIIQuestionnaire95Section XIIIBank Guarantee Form for EMD97Section XVBank Guarantee Form for Performance Security /CMC Security101Section XVIContract Form (A & B)104Section XVIIProforma of Consignee Receipt Certificate108	Section II	- General Instructions to Tenderers (GIT)	06
Section VSpecial Conditions of Contract (SCC)45Section VIList of Requirements46Section VIITechnical Specifications48Section VIIQuality Control Requirements83Section IXQualification Criteria84Section XTender Form91Section XIIPrice Schedules92Section XIIQuestionnaire95Section XIIIBank Guarantee Form for EMD97Section XIVManufacturer's Authorisation Form101Section XVSection XV102Section XVIContract Form (A & B)104Section XVIIProforma of Consignee Receipt Certificate108	Section III	- Special Instructions to Tenderers (SIT)	- 26
Section VI- List of Requirements	Section IV	- General Conditions of Contract (GCC)	27
Section VII– Technical Specifications48Section VIII– Quality Control Requirements83Section IX– Qualification Criteria84Section X– Tender Form91Section XI– Price Schedules92Section XII– Questionnaire92Section XIII– Questionnaire95Section XIV– Manufacturer's Authorisation Form97Section XV– Bank Guarantee Form for Performance Security /CMC Security102Section XVI– Contract Form (A & B)104Section XVII– Proforma of Consignee Receipt Certificate108	Section V	- Special Conditions of Contract (SCC)	45
Section VIII– Quality Control Requirements83Section IX– Qualification Criteria84Section X– Tender Form91Section XI– Price Schedules92Section XII– Questionnaire92Section XIII– Questionnaire95Section XIII– Bank Guarantee Form for EMD97Section XIV– Manufacturer's Authorisation Form101Section XV– Bank Guarantee Form for Performance Security /CMC Security102Section XVI– Contract Form (A & B)104Section XVII– Proforma of Consignee Receipt Certificate108	Section VI	- List of Requirements	46
Section IX– Qualification Criteria84Section X– Tender Form91Section XI– Price Schedules92Section XII– Questionnaire95Section XIII– Bank Guarantee Form for EMD97Section XIV– Manufacturer's Authorisation Form101Section XV– Bank Guarantee Form for Performance Security /CMC Security102Section XVI– Contract Form (A & B)104Section XVII– Proforma of Consignee Receipt Certificate108	Section VII	– Technical Specifications	48
Section X- Tender Form91Section XI- Price Schedules92Section XII- Questionnaire95Section XIII- Bank Guarantee Form for EMD97Section XIV- Manufacturer's Authorisation Form101Section XV- Bank Guarantee Form for Performance Security /CMC Security102Section XVI- Contract Form (A & B)104Section XVII- Proforma of Consignee Receipt Certificate108	Section VIII	- Quality Control Requirements	83
Section XI– Price Schedules92Section XII– Questionnaire95Section XIII– Bank Guarantee Form for EMD97Section XIV– Manufacturer's Authorisation Form101Section XV– Bank Guarantee Form for Performance Security /CMC Security102Section XVI– Contract Form (A & B)104Section XVII– Proforma of Consignee Receipt Certificate108	Section IX	– Qualification Criteria	84
Section XII– Questionnaire95Section XIII– Bank Guarantee Form for EMD97Section XIV– Manufacturer's Authorisation Form101Section XV– Bank Guarantee Form for Performance Security /CMC Security102Section XVI– Contract Form (A & B)104Section XVII– Proforma of Consignee Receipt Certificate108	Section X	– Tender Form	91
Section XIII– Bank Guarantee Form for EMD97Section XIV– Manufacturer's Authorisation Form101Section XV– Bank Guarantee Form for Performance Security /CMC Security102Section XVI– Contract Form (A & B)104Section XVII– Proforma of Consignee Receipt Certificate108	Section XI	- Price Schedules	92
Section XIV– Manufacturer's Authorisation Form101Section XV– Bank Guarantee Form for Performance Security /CMC Security102Section XVI– Contract Form (A & B)104Section XVII– Proforma of Consignee Receipt Certificate108	Section XII	– Questionnaire	95
Section XV- Bank Guarantee Form for Performance Security /CMC Security102Section XVI- Contract Form (A & B)104Section XVII- Proforma of Consignee Receipt Certificate108	Section XIII	- Bank Guarantee Form for EMD	97
Section XVI- Contract Form (A & B)104Section XVII- Proforma of Consignee Receipt Certificate108	Section XIV	- Manufacturer's Authorisation Form	101
Section XVII – Proforma of Consignee Receipt Certificate 108	Section XV	- Bank Guarantee Form for Performance Security /CMC Security	102
	Section XVI	- Contract Form (A & B)	104
Section XVIII – Proforma of Final Acceptance Certificate by the Consignee 109	Section XVII	<ul> <li>Proforma of Consignee Receipt Certificate</li> </ul>	108
	Section XVIII	- Proforma of Final Acceptance Certificate by the Consignee	109
Section XIX – Instructions from Ministry of Shipping/Surface Transport (Annexure 1) 111	Section XIX	- Instructions from Ministry of Shipping/Surface Transport (Annexure 1)	111
Section XX – Check List for the Tenderers 115	Section XX	- Check List for the Tenderers	115
Section XXI – Consignee 118	Section XXI	- Consignee	118

# **SECTION I**

# NOTICE INVITING TENDERS (NIT) For Global Tender from HLL Lifecare Limited (A GOVERNMENT OF INDIA ENTERPRISE)

Procurement & Consultancy Services Division

B-14 A, Sector-62, Noida-201 307 PH: 0120-4071500; FAX: 0120-4071579 Email: pcd@lifecarehll.com; URL: www.lifecarehll.com

#### FOR GOVT OF INDIA MINISTRY OF HEALTH & FAMILY WELFARE

# Tender Enquiry No.: HLL/PCD/PMSSY/AIIMS-II/15/13-14Dated03.03.2014NOTICE INVITING TENDERS (NIT)

<sup>(1)</sup> Procurement & Consultancy Services Division of HLL Lifecare Limited, for and on behalf of Govt. of India, Ministry of Health & Family Welfare, invites sealed tenders, from eligible and qualified tenderers for supply, installation, commissioning, running, maintenance and operation of MOT and Integration part for five years for six All India Institutes of Medical Science (AIIMS) – Bhopal, Bhubaneswar, Jodhpur, Patna, Raipur, Rishikesh under PMSSY:

Sch No.	Equipment Name	Consignee Name	Qty.	EMD (Rs.)
1 (a)		AIIMS – Bhopal	24	56,00,000
1 (b)		AIIMS – Bhubaneswar	25	56,00,000
1 (c)	Modular Operation Theatre	AIIMS – Jodhpur	30	56,00,000
1 (d)		AIIMS – Patna	28	56,00,000
1 (e)		AIIMS – Rishikesh	25	56,00,000
1 (f)		AIIMS – Raipur	26	56,00,000
2 (a)	OT Integration part	AIIMS – Bhopal	10	12,00,000
2 (b)		AIIMS – Bhubaneswar	10	12,00,000
2 (c)		AIIMS – Jodhpur	10	12,00,000
2 (d)		AIIMS – Patna	14	12,00,000
2 (e)		AIIMS – Rishikesh	10	12,00,000
2 (f)		AIIMS – Raipur	12	12,00,000

Note: EMD was kept same for all the sites as it will be the prerogative of the purchaser to allocate site to the responsive bidders on the basis of best benefit to the exchequer/ least cost method mechanism ( explained later). Bidders are requested to submit EMD as per their eligibility, however price need to be quoted on the basis of site wise BOQ as per the list of requirement. Maximum three sites will be allocated to a bidder, notwithstanding bidders eligibility for more.

Sl. No.	Description	Schedule
i.	Dates of sale of tender enquiry documents	03.03.2014 to 29.12.2014, 1600 hrs IST
ii.	Place of sale of Tender Enquiry Documents	HLL Lifecare Limited, (A Government of India Enterprise), Procurement & Consultancy Services Division, B-14 A, Sector-62, Noida- 201307
iii.	Cost of the Tender Enquiry Document	Rs. 50,000/-
iv.	Pre Tender Meeting Date & Time	Already held
v.	Pre Tender Meeting Venue	Same as 2 (ii)
vi.	Closing date & time for receipt of Tender	<b>30.12.2014</b> , 1400 hrs IST
vii.	Time and date of opening of Techno – Commercial tenders	<b>30.12.2014</b> , 1430 hrs IST
viii	Venue of Opening of Techno Commercial Tender	Same as 2 (ii)

# (2) Tender No.: HLL/PCD/PMSSY/AIIMS-II/15/13-14

# Note: If EMD is submitted in the form of BG, then the validity of the BG should be at least 165 days from the date of tender opening, i.e. up to 30.06.2015.

- 3. Interested tenderers may obtain further information about this requirement from the above office selling the documents. Tender Enquiry Documents may be purchased on payment of non-refundable fee of Rs 50,000/- per set in the form of account payee Demand Draft/Pay Order/Cashier's Cheque/Banker's Cheque, drawn on a scheduled bank in India, in favour of "HLL Lifecare Limited" payable at New Delhi.
- 4. If requested, the Tender Enquiry Documents will be mailed by Registered Post/Speed Post to the domestic tenderers and by international airmail to the foreign tenderers, for which extra expenditure per set will be Rs 500/- for domestic post and Rs 1,000/- for international airmail. The tenderer is to add the applicable postage cost in the non-refundable fee mentioned in Para 3 above.
- 5. Tenderer may also download the tender enquiry documents from the web site <u>www.lifecarehll.com</u> or <u>www.eprocure.gov.in/cppp</u> and submit its tender by utilizing the downloaded document, along with the required non-refundable fee as mentioned in Para 3 above.

- 6. All prospective tenderers may attend the Pre Tender meeting. The venue, date and time indicated in the Para 2 above.
- 7. Tenderers shall ensure that their tenders, complete in all respects, are dropped in the Tender Box located at HLL Lifecare Limited, Procurement and Consultancy Division, B-14 A, Sector-62, Noida-201307, Uttar Pradesh on or before the closing date and time indicated in the Para 2 above, failing which the tenders will be treated as late and rejected.
- 8. In the event of any of the above mentioned dates being declared as a holiday / closed day for the purchase organisation, the tenders will be sold/received/opened on the next working day at the appointed time.
- 9. The Tender Enquiry Documents are not transferable.

Head (P&CD) HLL Lifecare Limited

# **SECTION - II**

# GENERAL INSTRUCTIONS TO TENDERERS (GIT) CONTENTS

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

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

# GENERAL INSTRUCTIONS TO TENDERERS (GIT)

# A. PREAMBLE

#### **1. Definitions and Abbreviations**

- 1.1 The following definitions and abbreviations, which have been used in these documents shall have the meanings as indicated below:
- 1.2. Definitions:
  - (i) "Purchaser" means Ministry of Health & Family welfare Govt of India.
  - (ii) "Tender" means Bids / Quotation / Tender received from a Firm / Tenderer / Bidder.
  - (iii) "Tenderer" means Bidder/ the Individual or Firm submitting Bids / Quotation / Tender
  - (iii) "Supplier" means the individual or the firm supplying the goods and services as incorporated in the contract.
  - (iv) "Goods" means the articles, material, commodities, livestock, furniture, fixtures, raw material, spares, instruments, machinery, equipment, medical equipment, industrial plant etc. which the supplier is required to supply to the purchaser under the contract.
  - (v) "Services" means services allied and incidental to the supply of goods, such as transportation, installation, commissioning, provision of technical assistance, training, after sales service, maintenance service and other such obligations of the supplier covered under the contract.
  - (vi) "Earnest Money Deposit" (EMD) means Bid Security/ monetary or financial guarantee to be furnished by a tenderer along with its tender.
  - (vii) "Contract" means the written agreement entered into between the purchaser and/or consignee and the supplier, together with all the documents mentioned therein and including all attachments, annexure etc. therein.
  - (viii) "Performance Security" means monetary or financial guarantee to be furnished by the successful tenderer for due performance of the contract placed on it. Performance Security is also known as Security Deposit.
  - (ix) "Consignee" means the Hospital (AIIMS)/Institute/Medical College/ person to whom the goods are required to be delivered as specified in the Contract. If the goods are required to be delivered to a person as an interim consignee for the purpose of despatch to another person as provided in the Contract then that "another" person is the consignee, also known as ultimate consignee.
  - (x) "Specification" means the document/standard that prescribes the requirement with which goods or service has to conform.
  - (xi) "Inspection" means activities such as measuring, examining, testing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement to determine conformity.
  - (xii) "Day" means calendar day.

#### 1.3 Abbreviations:

- (i) "TE Document" means Tender Enquiry Document
- (ii) "NIT" means Notice Inviting Tenders.

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

# 2. Introduction

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

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

#### 3. Availability of Funds

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

#### 4. Language of Tender

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

#### 5. Eligible Tenderers

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

#### 6. Eligible Goods and Services

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

#### 7. Tendering Expense

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

# **B. TENDER ENQUIRY DOCUMENTS**

#### 8. Content of Tender Enquiry Documents

- 8.1 In addition to Section I "Notice inviting Tender" (NIT), the TE documents include:
  - Section II General Instructions to Tenderers (GIT)
  - Section III Special Instructions to Tenderers (SIT)
  - Section IV General Conditions of Contract (GCC)
  - Section V Special Conditions of Contract (SCC)
  - ➢ Section VI − List of Requirements
  - Section VII Technical Specifications
  - Section VIII Quality Control Requirements

- Section IX Qualification Criteria
- $\blacktriangleright \quad \text{Section X} \quad \text{Tender Form}$
- Section XI Price Schedules
- Section XII Questionnaire
- Section XIII Bank Guarantee Form for EMD
- Section XIV Manufacturer's Authorisation Form
- Section XV Bank Guarantee Form for Performance Security/CMC Security
- ➢ Section XVI − Contract Forms A & B
- Section XVII Proforma of Consignee Receipt Certificate
- Section XVIII Proforma of Final Acceptance Certificate by the consignee
- Section XIX Instructions from Ministry of Shipping/ Surface Transport (Annexure 1 & 2)
- Section XX Check List for the Tenderers
- ➢ Section XXI − Consignee List
- 8.2 The relevant details of the required goods and services, the terms, conditions and procedure for tendering, tender evaluation, placement of contract, the applicable contract terms and, also, the standard formats to be used for this purpose are incorporated in the above-mentioned documents. The interested tenderers are expected to examine all such details etc to proceed further.

#### 9. Amendments to TE documents

- 9.1 At any time prior to the deadline for submission of tenders, the purchaser may, for any reason deemed fit by it, modify the TE documents by issuing suitable amendment(s) to it.
- 9.2 Such an amendment will be notified in writing by registered/speed post or by fax/telex/e-mail, to all prospective tenderers, who have received the TE documents and will be binding on them.
- 9.3 In order to provide reasonable time to the prospective tenderers to take necessary action in preparing their tenders as per the amendment, the purchaser may, at its discretion extend the deadline for the submission of tenders and other allied time frames, which are linked with that deadline.

#### **10.** Clarification of TE documents

10.1 A tenderer requiring any clarification or elucidation on any issue of the TE documents may take up the same with the purchaser in writing. The purchaser will respond in writing to such request provided the same is received by the purchaser ON OR BEFORE THE PRE BID MEETING (unless otherwise specified in the SIT). Representation sent after the pre bid meeting date will not be taken into cognizance.

# **C. PREPARATION OF TENDERS**

#### **11.** Documents Comprising the Tender

11.1 The **Two Tender System**, i.e. "Techno – Commercial Tender" and "Price Tender" prepared by the tenderer shall comprise the following:

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

- i) Earnest money furnished in accordance with GIT clause 19.1 alternatively, documentary evidence as per GIT clause 19.2 for claiming exemption from payment of earnest money.
- ii) Tender Form as per Section X (without indicating any prices).
- iii) Documentary evidence, as necessary in terms of clauses 5 and 17 establishing that the tenderer is eligible to submit the tender and, also, qualified to perform the contract if its tender is accepted.

- iv) Tenderer/Agent who quotes for goods manufactured by other manufacturer shall furnish Manufacturer's Authorisation Form.
- v) Power of Attorney in favour of signatory of TE documents and signatory of Manufacturer's Authorisation Form.
- vi) Documents and relevant details to establish in accordance with GIT clause 18 that the goods and the allied services to be supplied by the tenderer conform to the requirement of the TE documents.
- vii) Performance Statement as per section IX along with relevant copies of orders and end users' satisfaction certificate.
- viii) Price Schedule(s) as per Section XI filled up with all the details including Make, Model etc. of the goods offered with prices blank (without indicating any prices).
- ix) Certificate of Incorporation in the country of origin.
- x) Checklist.
- xi) Cost of tender document should be payable by DD / pay order. Cheque will not be accepted.
- xii) Self Attested copies of VAT registration certificate and PAN Card.
- xiii) Non conviction / no pending conviction certification issued by Notary on judicial stamp paper for preceding three years.
- xiv) Self Attested copies of quality certificates i.e US FDA / CE Certificate issued by competent authority, if applicable.
- xv) Documentary evidence stating the status of bidder.
- xvi) List of procurement agencies of repute to which the tendered product have been supplied during last 12 months.
- xvii) Self attested copies of annual report, audited balance sheet and profit & loss account for preceding three years from the date of tender opening.
- xix) Notarized affidavit that tenderer does not have any relation with the person authorized to evaluate technically or involve in finalizing the tender or will decide the use of tendered items.
- xx) A self-declaration on Rs 10/ Non-judicial Stamp Paper that the rates quoted in the tender are the lowest and not quoted less than this to any Government Institution (State / Central / other Institute in India).

# xxiii) Product catalogues / original Data Sheet must be enclosed of all quoted items.

# B) <u>Price Tender:</u>

1. The information given at clause no.11.1 A) ii) & viii) above should be reproduced with the prices indicated.

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

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

- 4. Information on Compact disc (CD)
- 5. Tenderer should quote firm and fixed rates.
- 6. Free goods will be incorporated in price comparison.
- 7. The specification and size of each product should be as per details given in tender.
- 8. Any variation may result in the rejection of the tender.

9. Plea of clerical error, typographical error etc., committed by the tenderer would not be accepted. 10. No correspondence will be entertained after opening of the price bid.

11. Any conditional price bid would not be entertained and tender will be treated cancelled.

- **11.2** The authorized signatory of the tenderer must sign the tender duly stamped on all pages. If the tenderer deletes any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.
- **11.3** Tender sent by fax/telex/cable/electronically shall be ignored

#### **12.** Tender currencies

- 12.1 The tenderer supplying indigenous goods or already imported goods shall quote only in Indian Rupees.
- 12.2 For imported goods if supplied directly from abroad, prices shall be quoted in any freely convertible currency say US Dollar, Euro, GBP or Yen. As regards price(s) for allied services, if any required with the goods, the same shall be quoted in Indian Rupees only if such services are to be performed /undertaken in India. Commission for Indian Agent, if any and if payable shall be indicated in the space provided for in the price schedule and will be payable in Indian Rupees only.
- 12.3 Tenders, where prices are quoted in any other currency shall be treated as non -responsive and rejected.

#### **13** Tender Prices

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

The bidders have to quote for all the schedules while quoting. Say if the bidder is quoting for MOT the bidders have to quote for all six schedules. The purchaser will have the right to award the work to any site as per the eligibility and to the best benefit of the exchequer. Maximum three sites will be allocated to a bidder not withstanding its eligibility for more.

# <u>Price schedule for all six schedules to be kept in separate sealed envelope</u> <u>mandatorily.</u>

- 13.2 If there is more than one schedule in the List of Requirements, the tenderer has the option to submit its quotation for any one or more schedules and, also, to offer special discount for combined schedules. However, while quoting for a schedule, the tenderer shall quote for the complete requirement of goods and services as specified in that particular schedule. All sundry equipments, fittings, units assemblies, accessories, hardware items, foundation bolts, termination lugs for electrical connections, and all other items which are useful and necessary for efficient assembly and installation of equipment and components of the work shall be deemed to have been included in the tender irrespective of the fact whether such items are specifically mentioned in the tender documents or not.
- 13.3 The quoted prices for goods offered from within India and that for goods offered from abroad are to be indicated separately in the applicable Price Schedules attached under Section XI. Detailed breakup of the prices for the main equipment and accessories/optional items must be provided separately, item wise in the same serial order as listed in the technical bid
- 13.4 While filling up the columns of the Price Schedule, the following aspects should be noted for compliance:

- 13.4.1 For domestic goods or goods of foreign origin located within India, the prices in the corresponding price schedule shall be entered separately in the following manner:
  - a) the price of the goods, quoted ex-factory/ ex-showroom/ ex-warehouse/ off-the-shelf, as applicable, including all taxes and duties like sales tax, CST VAT, CENVAT, Custom Duty, Excise Duty etc. already paid or payable on the components and raw material used in the manufacture or assembly of the goods quoted ex-factory etc. or on the previously imported goods of foreign origin quoted ex-showroom etc;
  - b) any sales or other taxes and any duties including excise duty, which will be payable on the goods in India if the contract is awarded;
  - c) charges towards Packing & Forwarding, Inland Transportation, Insurance (local transportation and storage) would be borne by the Supplier from ware house to the consignee site for a period including 3 months beyond date of delivery, Loading/Unloading and other local costs incidental to delivery of the goods to their final destination as specified in the List of Requirements and Price Schedule;
  - d) the price of Incidental Services, as mentioned in List of Requirements and Price Schedule;
  - e) the prices of Turnkey ( if any), a s mentioned in List of Requirements, Technical Specification and Price Schedule;
  - f) The rates quoted by the tenderer, shall be firm and fixed and inclusive of all taxes including work contract taxes, custom central duties and levies and all charges for packing forwarding, insurance, freight and delivery, installation, testing commissioning etc at site i/c temporary construction of storage, risk, overhead charges general liabilities/ obligations and clearance from local authorities. Rates shall be firm for the contractual period of time and for such time for which department shall grant extension of time till completion of work. Octroi duty shall be paid separately but the department on demand can furnish octroi exemption certificate. However the department is not liable to reimburse the octroi duty in case the concerned authorities do not honour exemption certificate.; and
  - g) the price of annual CMC, as mentioned in List of Requirements, Technical Specification and Price Schedule.
- 13.4.2 For goods offered from abroad, the prices in the corresponding price schedule shall be entered separately in the following manner:
  - a) The price of goods quoted FOB/FCA port of shipment, as indicated in the List of Requirements and Price Schedule;
  - b) the price of goods quoted CIP (name port of destination) in India as indicated in the List of Requirements, Price Schedule and Consignee List;
  - c) The charges for Insurance (local transportation and storage) would be extended and borne by the Supplier from ware house to the consignee site for a period including 3 months beyond date of delivery. Other local costs and Incidental costs, as specified in the List of Requirements and Price Schedule;
  - d) The charges for Incidental Services, as in the List of Requirements and Price Schedule;
  - e) The prices of Turnkey ( if any), as mentioned in List of Requirements, Technical Specification and Price Schedule; and
  - f) The price of annual CMC, as mentioned in List of Requirements, Technical Specification and Price Schedule
  - g) The running, operation and maintenance charges for initial five years after installation.

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

#### 13.5.3 Sales Tax:

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

13.5.4 Octroi Duty and Local Duties & Taxes:

Normally, goods to be supplied to government departments against government contracts are exempted from levy of town duty, Octroi duty, terminal tax and other levies of local bodies. However, on some occasions, the local bodies (like town body, municipal body etc.) as per their regulations allow such exemptions only on production of certificate to this effect from the concerned government department. Keeping this in view, the supplier shall ensure that the stores to be supplied by the supplier against the contract placed by the purchaser are exempted from levy of any such duty or tax and, wherever necessary, obtain the exemption certificate from the purchaser. The purchaser should issue the certificate to the supplier within 21 days from the date of receipt of request from the supplier.

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

#### 13.5.5 Customs Duty:

The Purchaser will pay the Customs duty wherever applicable.

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

#### 14. Indian Agent

- 14.1 If a foreign tenderer has engaged an agent in India in connection with its tender, the foreign tenderer, in addition to indicating Indian agent's commission, if any, in a manner described under GIT sub clause 12.2 above, shall also furnish the following information:
  - a) The complete name and address of the Indian Agent and its permanent income tax account number as allotted by the Indian Income Tax authority.
  - b) The details of the services to be rendered by the agent for the subject requirement.
  - c) Details of Service outlets in India, nearest to the consignee(s), to render services during Warranty and CMC period.
  - d) A copy of agreement between the Agent & their principal detailing the terms & conditions as well as services and after sales services as above to be rendered by the agent and the precise relationship between them and their mutual interest in the business as laid out in section VII (Technical specifications).
  - e) Principal/ manufacturer's original proforma invoice with the price bid

#### 15. Firm Price

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. Bidders are requested to quote BOQ wise unit price and total price. Item wise price will remain fixed. However actual payment will be based on final measurement.

#### **16.** Alternative Tenders

- 16.1 Alternative Tenders are not permitted.
- 16.2 However the Tenderers can quote alternate models meeting the tender specifications of same manufacturer with single EMD.
- 16.3 If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product. In a

tender, either the Indian Agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender. It may also be noted that Principal OEM cannot authorize more than one agent for a particular product in a particular tender.

#### 17 Documents Establishing Tenderer's Eligibility and Qualifications

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

#### **18.** Documents establishing good's Conformity to TE document.

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

#### **19.** Earnest Money Deposit (EMD)

19.1 Pursuant to GIT clauses 8.1 and 11.1 A (i) the tenderer shall furnish along with its tender, earnest money for amount as shown in the List of Requirements. The earnest money is required to protect the purchaser against the risk of the tenderer's unwarranted conduct as amplified under sub-clause 19.7 below.

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

#### 20. Tender Validity

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

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

#### 21. Signing and Sealing of Tender

- 21.1 The tenderers shall submit their tenders as per the instructions contained in GIT Clause 11.
- 21.2 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.**
- 21.3 The original and other copies of the tender shall either be typed or written in indelible ink and the same shall be signed by the tenderer or by a person(s) who has been duly authorized to bind the tenderer to the contract. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the tender.
- 21.4 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 initialled by the same person(s) signing the tender. The tender shall not contain any erasure or overwriting, except as necessary to correct any error made by the tenderer and, if there is any such correction; the same shall be initialled by the person(s) signing the tender.
- 21.5 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 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 will not assume any responsibility for its misplacement, premature opening, late opening etc.
- 21.6 TE document seeks quotation following <u>two Tender System</u>, in two parts. First part will be known as <u>'Techno Commercial Tender'</u>, and the second part <u>'Price Tender'</u> as specified in clause 11 of GIT. Tenderer shall seal <u>'Techno Commercial Tender'</u> and <u>'Price Tender'</u> 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 21.1 to 21.5 followed.

# **D. SUBMISSION OF TENDERS**

#### 22. Submission of Tenders

- 22.1 Unless otherwise specified, the tenderers are to deposit the tenders in the tender box kept for this purpose at HLL Lifecare Limited, Procurement and Consultancy Division, B-14 A, Sector-62, Noida-201 307, Uttar Pradesh. In case of bulky tender, which cannot be put into tender box, the same shall be submitted by the tenderer by hand to Head (P&CD) or his nominee, HLL Lifecare Limited, Procurement and Consultancy Division, B-14 A, Sector-62, Noida-201 307, Uttar Pradesh. The officer receiving the tender will give the tenderer an official receipt duly signed with date and time.
- 22.2 The tenderers must ensure that they deposit their tenders not later than the closing time and date specified for submission of tenders. It is the responsibility of the tenderer to ensure that their Tenders whether sent by post or by courier or by person, are dropped in the Tender Box by the specified clearing date and time. In the event of the specified date for submission of tender falls on

/ is subsequently declared a holiday or closed day for the purchaser, the tenders will be received up to the appointed time on the next working day.

#### 23. Late Tender

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

#### 24. Alteration and Withdrawal of Tender

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

# **E. TENDER OPENING**

#### 25. **Opening of Tenders**

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

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

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

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

25.3 Two - Tender system as mentioned in Para 21.6 above will be as follows. The <u>Techno -</u> <u>Commercial Tenders</u> are to be opened in the first instance, at the prescribed time and date as indicated in NIT. These Tenders shall be scrutinized and evaluated by the competent committee/ authority with reference to parameters prescribed in the TE document. During the Techno -Commercial Tender opening, the tender opening official(s) will read the salient features of the tenders like brief description of the goods offered, delivery period, Earnest Money Deposit and any other special features of the tenders, as deemed fit by the tender opening official(s). Thereafter, in the second stage, the Price Tenders of only the Techno - Commercially acceptable offers (as decided in the first stage) shall be opened for further scrutiny and evaluation on a date notified after the evaluation of the Techno – Commercial tender. The prices, special discount if any of the goods offered etc., as deemed fit by tender opening official(s) will be read out.

# F. SCRUTINY AND EVALUATION OF TENDERS

#### 26. Basic Principle

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

#### 27. Scrutiny of Tenders

- 27.1 The Purchaser will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed stamped and whether the Tenders are generally in order.
- 27.2 Prior to the detailed evaluation of Price Tenders, pursuant to GIT Clause 34, the Purchaser will determine the substantial responsiveness of each Tender to the TE Document. For purposes of these clauses, a substantially responsive Tender is one, which conforms to 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 (GCC Clause 5), Warranty (GCC Clause 15), EMD (GIT Clause 19), Taxes & Duties (GCC Clause 20), Force Majeure (GCC Clause 26) and Applicable law (GCC Clause 31) will be deemed to be a material deviation. The Purchaser's determination of a Tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence
- 27.3 If a Tender is not substantially responsive, it will be rejected by the Purchaser and cannot subsequently be made responsive by the Tenderer by correction of the nonconformity.
- 27.4 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 summarily ignored.
- 27.5 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) Deleted
  - (ii) Tender is unsigned.
  - (iii) Tender validity is shorter than the required period.
  - (iv) Required EMD (Amount, validity etc.)/ exemption documents have not been provided.
  - (v) Tenderer has quoted for goods manufactured by other manufacturer(s) without the required Manufacturer's Authorisation Form as per Section XIV.
  - (vi) Tenderer has not agreed to give the required performance security of required amount in an acceptable form in terms of GCC clause 5, read with modification, if any, in Section V "Special Conditions of Contract", for due performance of the contract.
  - (vii) Deleted
  - (viii) Tenderer has not agreed to other essential condition(s) specially incorporated in the tender enquiry like terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law.
  - (ix) Poor/ unsatisfactory past performance.
  - (x) Tenderers who stand deregistered/banned/blacklisted by any Govt. Authorities.
  - (xi) Tenderer is not eligible as per GIT Clauses 5.1 & 17.1.
  - (xii) Tenderer has not quoted for the entire quantity as specified in the List of Requirements in the quoted schedule.
  - (xiii) Tenderer has not agreed for the delivery terms and delivery schedule.

#### 28. Minor Infirmity/Irregularity/Non-Conformity

28.1 If during the preliminary examination, the purchaser find any minor informality and/or

irregularity and/or non-conformity in a tender, the purchaser may waive the same provided it does not constitute any material deviation and financial impact and, also, does not prejudice or affect the ranking order of the tenderers. Wherever necessary, the purchaser will convey its observation on such 'minor' issues to the tenderer by registered/speed post etc. asking the tenderer to respond by a specified date. If the tenderer does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.

#### 29 Discrepancies in Prices

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

#### 30. Discrepancy between original and copies of Tender

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

#### **31.** Qualification Criteria

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

#### **32.** Conversion of tender currencies to Indian Rupees

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

#### **33.** Schedule-wise Evaluation

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

#### **34.** Comparison of Tenders

34.1 Unless mentioned otherwise in Section – III – Special Instructions to Tenderers and Section – VI – List of Requirements, the comparison of the responsive tenders shall be carried out on Delivery Duty Paid (DDP) consignee site basis. The quoted turnkey prices and CMC prices will also be added for comparison/ranking purpose for evaluation. "Net Present value (NPV) of the Comprehensive Annual Maintenance charges (CMC) quoted for 5 years after the warranty period shall be added to the bid price for evaluation and will be calculated after discounting the quoted price by a discounting factor of 10% per annum.

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

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

#### **36.** Tenderer's capability to perform the contract

- 36.1 The purchaser, through the above process of tender scrutiny and tender evaluation will determine to its satisfaction whether the tenderer, whose tender has been determined as the lowest evaluated responsive tender is eligible, qualified and capable in all respects to perform the contract satisfactorily. If, there is more than one schedule in the List of Requirements, then, such determination will be made separately for each schedule.
- 36.2 The above-mentioned determination will, interalia, take into account the tenderer's financial, technical and production capabilities for satisfying all the requirements of the purchaser as incorporated in the TE document. Such determination will be based upon scrutiny and examination of all relevant data and details submitted by the tenderer in its tender as well as such other allied information as deemed appropriate by the purchaser.

#### **37.** Contacting the Purchaser

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

# G. AWARD OF CONTRACT

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

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

#### **39.** Award Criteria

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

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

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

#### 41. Notification of Award

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

#### 42. Issue of Contract

- 42.1 Promptly after notification of award, the Purchaser/Consignee will mail the contract form (as per Section XVI) duly completed and signed, in duplicate, to the successful tenderer by registered / speed post.
- 42.2 Within twenty one days from the date of the contract, the successful tenderer shall return the original copy of the contract, duly signed and dated, to the Purchaser/Consignee by registered / speed post. The successful tenderer should also submit Proforma Invoice from the foreign principal (if applicable as per price quote) within 21 days from the date of NOA.
- 42.3 The Purchaser/Consignee reserves the right to issue the Notification of Award consignee wise.
- 43. Non-receipt of Performance Security, Proforma Invoice and Contract by the Purchaser/Consignee:

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

#### 44. Return of E M D

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

#### 45. Publication of Tender Result

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

#### 46. Corrupt or Fraudulent Practices

- 46.1 It is required by all concerned namely the Consignee/Tenderers/Suppliers etc to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser: -
  - (a) defines, for the purposes of this provision, the terms set forth below as follows:
    - (i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
    - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;
  - (b) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
  - (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the purchaser if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

SECTION - III
SPECIAL INSTRUCTIONS TO TENDERERS
(SIT)

Sl. No.	GIT Clause	Торіс	SIT Provision	Page No.
	No.			
А	1 to 7	Preamble	No Change	27
В	8 to 10	TE documents	No Change	27
С	11 to 21	Preparation of Tenders	No Change	27
D	22 to24	Submission of Tenders	No Change	27
Е	25	Tender Opening	No Change	27
F	26 to 37	Scrutiny and Evaluation of Tenders	No Change	27
G	38 to 46	Award of Contract	No Change	27

# SPECIAL INSTRUCTIONS TO TENDERERS (SIT)

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

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

Α	Preamble
	No Change
B	TE documents
	No Change
С	Preparation of Tenders
	No Change
D	Submission of Tenders
	No Change
Ε	Tender Opening
	No Change
F	Scrutiny and Evaluation of Tenders
	No Change

G Award of Contract

No Change

# **SECTION - IV**

# GENERAL CONDITIONS OF CONTRACT (GCC) TABLE OF CLAUSES

Sl. No.	Торіс	Page
1	Application	29
2	Use of contract documents and information	29
3	Patent Rights	29
4	Country of Origin	29
5	Performance Security	29
6	Technical Specifications and Standards	30
7	Packing and Marking	30
8	Inspection, Testing and Quality Control	31
9	Terms of Delivery	32
10	Transportation of Goods	32
11	Insurance	32
12	Spare parts	33
13	Incidental services	33
14	Distribution of Dispatch Documents for Clearance/Receipt of Goods	33
15	Warranty	34
16	Assignment	36
17	Sub Contracts	36
18	Modification of contract	36
19	Prices	37
20	Taxes and Duties	37
21	Terms and mode of Payment	37
22	Delivery	40
23	Liquidated Damages	41
24	Termination for default	41
25	Termination for insolvency	42
26	Force Majeure	42
27	Termination for convenience	42
28	Governing language	43
29	Notices	43
30	Resolution of disputes	43
31	Applicable Law	43
32	Withholding and Lien	43
33	General/Miscellaneous Clauses	44

# **GENERAL CONDITIONS OF CONTRACT (GCC)**

#### 1. Application

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

#### 2. Use of contract documents and information

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

#### 3. Patent Rights

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

#### 4. Country of Origin

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

#### 5. **Performance Security**

- 5.1 Within thirty (30) days from date of the issue of notification of award by the Purchaser/Consignee, the supplier, shall furnish performance security to the Purchaser/Consignee for an amount equal to ten percent (10%) of the total value of the contract, valid up to sixty (60) days after the date of completion of all contractual obligations by the supplier, including the warranty obligations, initially valid for a period of minimum 66 months from the date of Notification of Award
- 5.2 The Performance security shall be denominated in Indian Rupees or in the currency of the contract as detailed below:

It shall be in any one of the forms namely Account Payee Demand Draft or Fixed Deposit Receipt drawn from any Scheduled bank in India or Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in section XV of this document in favour of the Purchaser/Consignee. The validity of the Fixed Deposit receipt or Bank Guarantee will be for a period up to sixty (60) days beyond Warranty Period.

- 5.3 In the event of any failure /default of the supplier with or without any quantifiable loss to the government including furnishing of consignee wise Bank Guarantee for CMC security as per Proforma in Section XV, the amount of the performance security is liable to be forfeited. The Administration Department may do the needful to cover any failure/default of the supplier with or without any quantifiable loss to the Government.
- 5.4 In the event of any amendment issued to the contract, the supplier shall, within twenty-one (21) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended
- 5.5 The supplier shall enter into Annual Comprehensive Maintenance Contract as per the 'Contract Form B' in Section XVI with respective consignees, 3 (three) months prior to the completion of Warranty Period. The CMC will commence from the date of expiry of the Warranty Period.
- 5.6 Subject to GCC sub clause 5.3 above, the Purchaser/Consignee will release the Performance Security without any interest to the supplier on completion of the supplier's all contractual obligations including the warranty obligations & after receipt of Consignee wise bank guarantee for CMC security in favour of Head of the Hospital/ Institute/ Medical College of the consignee as per the format in Section XV.

#### 6. Technical Specifications and Standards

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

# 7. Packing and Marking

- 7.1 The packing for the goods to be provided by the supplier should be strong and durable enough to withstand, without limitation, the entire journey during transit including transhipment (if any), rough handling, open storage etc. without any damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract.
- 7.2 The quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall strictly comply with the requirements as provided in Technical Specifications and Quality Control Requirements under Sections VII and VIII and in SCC under Section V. In case the packing requirements are amended due to issue of any amendment to the contract, the same shall also be taken care of by the supplier accordingly.
- 7.3 Packing instructions:

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

- a. contract number and date
- b. brief description of goods including quantity
- c. packing list reference number
- d. country of origin of goods

e. consignee's name and full address and

f. supplier's name and address

#### 8. Inspection, Testing and Quality Control

- 8.1 The purchaser and/or its nominated representative(s) will, without any extra cost to the purchaser, inspect and/or test the ordered goods and the related services to confirm their conformity to the contract specifications and other quality control details incorporated in the contract. The purchaser shall inform the supplier in advance, in writing, the purchaser's programme for such inspection and, also the identity of the officials to be deputed for this purpose. "The cost towards the transportation, boarding and lodging will be borne by the purchaser and/or its nominated representative(s) for the first visit. In case the goods are rejected in the first instance and the supplier requests for re-inspection, and if same is accepted by purchaser/consignee/PSA/PA, all subsequent inspections shall be at the cost of the supplier. The expense will be to and fro Economy Airfare, Local Conveyance, Boarding and Lodging of the inspection team for the inspection period."
- 8.2 The Technical Specification and Quality Control Requirements incorporated in the contract shall specify what inspections and tests are to be carried out and, also, where and how they are to be conducted. If such inspections and tests are conducted in the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the supplier to the purchaser's inspector at no charge to the purchaser.
- 8.3 If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, the purchaser's inspector may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to the purchaser and resubmit the same to the purchaser's inspector for conducting the inspections and tests again.
- 8.4 In case the contract stipulates pre-despatch inspection of the ordered goods at supplier's premises, the supplier shall put up the goods for such inspection to the purchaser's inspector well ahead of the contractual delivery period, so that the purchaser's inspector is able to complete the inspection within the contractual delivery period.
- 8.5 If the supplier tenders the goods to the purchaser's inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the supplier. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to the purchaser under the terms & conditions of the contract.
- 8.6 The purchaser's/consignee's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by purchaser's inspector during pre-despatch inspection mentioned above.

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

- 8.7 Goods accepted by the purchaser/consignee and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute purchaser's/consignee's right to reject the same later, if found deficient in terms of the warranty clause of the contract, as incorporated under GCC Clause 15.
- 8.8 Principal/ Foreign supplier shall also have the equipment inspected by recognised/ reputed agency like SGS, Lloyd, Bureau Veritas, TUV prior to despatch at the supplier's cost and furnish necessary certificate from the said agency in support of their claim.
- 8.9 Following delivery of the items the joint inspection by HLL and respective AIIMS at site will be carried out to verify the quantity and quality of goods.

#### 9. Terms of Delivery

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

#### **10.** Transportation of Goods

10.1 Instructions for transportation of imported goods offered from abroad:

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

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

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

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

#### 11. Insurance:

- 11.1 Unless otherwise instructed in the SCC, the supplier shall make arrangements for insuring the goods against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the following manner:
  - i) in case of supply of domestic goods on Consignee site basis, the supplier shall be responsible till the entire stores contracted for arrival in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured for an amount equal to 110% of the value of the goods from ware house to ware house (consignee site) on all risk basis. The insurance cover shall be obtained by the Supplier and should be valid till 6 months after the receipt of goods by the Consignee.
  - ii) in case of supply of the imported goods on CIP Named port of Destination Basis, the additional extended Insurance (local transportation and storage) would be borne by the Supplier from the port of entry to the consignee site for a period including 6 months

beyond date of delivery for an amount equal to 110% of the overall expenditure to be incurred by the purchaser from ware house to ware house (consignee site) on all risk basis.

If the equipment is not commissioned and handed over to the consignee within 6 months, the insurance will have to be extended by the supplier at their cost till the successful installation, testing, commissioning and handing over of the goods to the consignee. In case the delay in the installation and commissioning is due to handing over of the site to the supplier by the consignee, such extensions of the insurance will still be done by the supplier, but the insurance extension charges at actuals will be reimbursed.

#### 12. Spare parts

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

#### **13.** Incidental services

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

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

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

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

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

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

- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Two copies of packing list identifying contents of each package;
- (iii) Certificate of origin;
- (iv) Insurance Certificate as per GCC Clause 11.
- (v) Manufacturers/Supplier's warranty certificate & In-house inspection certificate.
- B) For goods imported from abroad

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

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

# 15. Warranty

#### The supplier is to assure uninterrupted service without compromising OT/ICU

15.1 Complete system including labour & spares should have comprehensive onsite warranty for five years; commencing from the date of issue of installation certificate by the institute. Post guarantee annual comprehensive maintenance contract (CMC) to cover main equipment/ civil construction including all accessories supplied with the unit should be quoted separately for additional five years with year wise break up. The warranty charges shall not be quoted separately otherwise the offer shall be summarily rejected. The price comparison shall be made taking into account on basic price and post warranty CMC.

- Incremental Cost (if any) for, up gradation, if required, should form part of the contract for the Warranty and Post Warranty period.
- The Supplier (manufacturer) shall set-up a maintenance base to provide maintenance service, of the entire turnkey system being offered, at short notice during the warranty and post

warranty period. The technical maintenance personnel of the supplier responsible for supervision and maintenance shall be available to reach the site(s) within 1 hour's notice.

- If the performance of any individual equipment or system is not satisfactory, the same shall be replaced by the supplier free of cost.
- If it is found that to meet the performance criteria, any extra equipment is required the same will be provided free of cost by the supplier.
- All faults appearing and their rectification shall be periodically advised to the hospital, the period being not more than a month.
- Any lacuna or lacunae noticed in the functioning of the installation as a result of any design feature shall be rectified by the supplier free of cost.
- The Supplier shall fully associate the engineers and technicians of the Institute during installation, testing, commissioning, operation and maintenance period.
- The supplier warrants comprehensively that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by the purchaser in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials (*except when the design adopted and / or the material used are as per the Purchaser's/Consignee's specifications*) or workmanship or from any act or omission of the supplier, that may develop under normal use of the supplied goods under the conditions prevailing in India.
- a. The **warranty** shall remain valid for 60 months from the date of installation & commissioning with a regular up gradation of newer technology as and when evolved followed by a CMC for a period of 5 (Five ) Years for all the equipments after the goods or any portion thereof as the case may be, have been delivered to the final destination and installed and commissioned at the final destination and accepted by the purchaser/CONSIGNEE in terms of the contract, unless specified otherwise in the SCC.
- b. No conditional warranty like mishandling, manufacturing defects etc. will be acceptable.
- c. Warranty as well as Comprehensive Maintenance contract will be inclusive of all accessories and Turnkey work

No conditional warranty will be acceptable.

- a. 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
  - All kinds of painting, civil, HVAC and electrical work
- b. Replacement and repair will be under taken for the defective goods.
- c. Proper marking has to be made for all spares for identification like printing of installation and repair dates.
- 15.3 In case of any claim arising out of this warranty, the Purchaser/Consignee shall promptly notify the same in writing to the supplier. The period of the warranty will be as per G.C.C clause number 15.2 above irrespective of any other period mentioned elsewhere in the bidding documents.
- 15.4 Upon receipt of such notice, the supplier shall, within 8 hours on a 24(hrs) X 7 (days) X 365 (days) basis respond to take action to repair or replace the defective goods or parts thereof, free of

cost, at the ultimate destination. The supplier shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced parts/goods thereafter. The penalty clause for non rectification will be applicable as per tender conditions

- 15.5 In the event of any rectification of a defect or replacement of any defective goods during the warranty period, the warranty for the rectified/replaced goods shall be extended 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 may proceed to take such remedial action(s) as deemed fit by the purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the purchaser may have against the supplier.
- 15.7 During Warranty period, the supplier is required to visit at each consignee's site at least once in 6 months commencing from the date of the installation for preventive maintenance of the goods
- 15.8 The Purchaser/Consignee reserve the rights to enter into Annual Comprehensive Maintenance Contract between Consignee and the Supplier for the period as mentioned in Section VII, Technical Specifications after the completion of warranty period.
- 15.9 The supplier along with its Indian Agent and the CMC provider shall ensure continued supply of the spare parts for the machines and equipments supplied by them to the purchaser for 10 years from the date of installation and handing over.
- 15.10 The Supplier along with its Indian Agent and the CMC Provider shall always accord most favoured client status to the Purchaser vis-à-vis its other Clients/Purchasers of its equipments/machines/goods etc. and shall always give the most competitive price for its machines/equipments supplied to the Purchaser/Consignee.
- 15.11 The supplier has to run, maintain and operate the MOT system for 5 years from the date of installation. The detailed scope of work is attached with the technical specification.

#### 16. Assignment

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

#### **17.** Sub Contracts

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

#### **18.** Modification of contract

- 18.1 If necessary, the purchaser may, by a written order given to the supplier at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following:
  - a) Specifications, drawings, designs etc. where goods to be supplied under the contract are to be specially manufactured for the purchaser,
  - b) Mode of packing,
  - c) Incidental services to be provided by the supplier
  - d) Mode of despatch,
  - e) Place of delivery, and

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

## **19. Prices**

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

#### 20. Taxes and Duties

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

#### 21. Terms and Mode of Payment

#### 21.1 Payment Terms

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

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

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

#### a) On delivery:

Seventy (70%) payment of the delivered goods price shall be paid on receipt of goods in good condition and upon the submission of the following documents:

- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Consignee Receipt Certificate as per Section XVII in original issued by the authorized representative of the consignee;
- (iii) Two copies of packing list identifying contents of each package;
- (iv) Inspection certificate issued by the nominated Inspection agency, if any.
- (v) Insurance Certificate as per GCC Clause 11 and documents also to be submitted for payment confirming that dispatch documents has already been sent to all concerned as per the contract within 24 hours;
- (vi) Certificate of origin.
- (vii) Manufacturers warranty certificate
- b) Twenty (20%) payment of the delivered goods price shall be paid on installation and commissioning upon submission of following document:-

Installation and commissioning certificate in original issued by the consignee

## c) On Acceptance:

Balance Ten (10%) payment of the delivered goods value would be made against 'Final Acceptance Certificate'(FAC) as per Section XVIII of goods to be issued by the consignees subject to recoveries, if any, either on account of non-rectification of defects/deficiencies not attended by the Supplier or otherwise.FAC need to be issued by the designated consignee after installation, commissioning, testing and one month of successful trial run of the equipment.

**d**) Payment of Other services, installation commissioning charges:- Payment of other services, labour, installation and commissioning charges etc. will be paid only after issuance of final acceptance certificate by the consignee.

#### **B)** Payment for Imported Goods:

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

#### a) On Shipment:

Seventy (70)% of the net CIP price (CIP price less Indian Agency commission) of the goods shipped shall be paid through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the supplier in a bank in his country and upon submission of documents specified hereunder:

- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Original and four copies of the negotiable clean, on-board Bill of Lading/ Airway bill, marked freight pre paid and four copies of non-negotiable Bill of Lading/Airway bill;
- (iii) Four Copies of packing list identifying contents of each package;
- (iv) Insurance Certificate as per GCC Clause 11 and documents also to be submitted for payment of LC confirming that dispatch documents has already been sent to all concerned as per the contract within 24 hours;
- (v) Manufacturer's/Supplier's warranty certificate;
- (vi) Manufacturer's own factory inspection report and
- (vii) Certificate of origin by the chamber of commerce of the concerned country;
- (viii) Inspection Certificate for the despatched equipments issued by recognized/ reputed agency like SGS, Lloyd, BUREAU VARITUS and TUV prior to despatch.
- **b**) Twenty (20)% of the net CIP price (CIP price less Indian Agency commission) of the goods shipped shall be paid through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the supplier in a bank in his country and upon submission of the following document

## i) Installation and commission certificate issued by the end user

#### c) On Acceptance:

Balance payment of 10% of net CIP price of goods would be made against 'Final Acceptance Certificate'(FAC) as per Section XVIII to be issued by the consignees through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the Foreign Principal in a bank in his country, subject to recoveries, if any. FAC need to be issued by the designated consignee

after installation, commissioning, testing and one month of successful trial run of the equipment.

d) Payment of Incidental Costs till consignee site & Incidental Services (including Installation & Commissioning, Supervision, Demonstration and Training) will be paid in Indian Rupees to the Indian Agent on proof of final installation, commission and acceptance of equipment by the consignee.

## e) Payment of Indian Agency Commission:

Indian Agency commission will be paid to the manufacturer's agent in the local currency for an amount in Indian rupees indicated in the relevant Price Schedule (as per prevailing rate of exchange ruling on the date of Contract) and shall not be subject to further escalation / exchange variation.

## C) Payment of Turnkey, if any:

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

D) Payment of Running, Maintenance and Operation for initial five year period after installation:- Payment for running maintenance and operation will be paid quarterly within 7<sup>th</sup> day of the first month of the following quarter, by the respective institute / consignee on the basis of satisfactory performance certificate issued by the end user .

#### **E)** Payment for Annual Comprehensive Maintenance Contract Charges:

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

- 21.2 The supplier shall not claim any interest on payments under the contract.
- 21.3 Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other tax as applicable will be made from the bills payable to the Supplier at rates as notified from time to time.
- 21.4 Irrevocable & non transferable LC shall be opened by the purchaser. However, if the supplier requests specifically to open confirmed LC, the extra charges would be borne by the supplier. If LC is required to be extended and/or amended for reasons not attributable to the purchaser/consignee, the charges thereof shall be borne by the supplier.
- 21.5 The payment shall be made in the currency / currencies authorised in the contract.
- 21.6 The supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, to the purchaser.
- 21.7 While claiming payment, the supplier is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the supplier for claiming that payment has been fulfilled as required under the contract.
- 21.8 While claiming reimbursement of duties, taxes etc. (like sales tax, excise duty, custom duty) from the Purchaser/Consignee, as and if permitted under the contract, the supplier shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the supplier) shall refund to the Purchaser/Consignee forthwith.

- 21.9 In case where the supplier is not in a position to submit its bill for the balance payment for want of receipted copies of Inspection Note from the consignee and the consignee has not complained about the non-receipt, shortage, or defects in the supplies made, balance amount will be paid by the paying authority without consignee's receipt certificate after three months from the date of the preceding part payment for the goods in question, subject to the following conditions:
  - (a) The supplier will make good any defect or deficiency that the consignee (s) may report within six months from the date of despatch of goods.
  - (b) Delay in supplies, if any, has been regularized.
  - (c) The contract price where it is subject to variation has been finalized.
  - (d) The supplier furnishes the following undertakings:

"I/We, \_\_\_\_\_certify that I/We have not received back the Final Acceptance Certificate duly receipted by the consignee or any communication from the purchaser or the consignee about non-receipt, shortage or defects in the goods supplied. I/We \_\_\_\_agree to make good any defect or deficiency that the consignee may report within three months from the date of receipt of this balance payment.

## 22. Delivery

- 22.1 The supplier shall deliver the goods and perform the services under the contract within the time schedule specified by the Purchaser/Consignee in the List of Requirements and as incorporated in the contract. The time for and the date of delivery of the goods stipulated in the schedule shall be deemed to be of the essence of the contract and the delivery must be completed not later than the date (s) as specified in the contract.
- 22.2 Subject to the provision under GCC clause 26, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions:
  - (i) imposition of liquidated damages,
  - (ii) forfeiture of its performance security and
  - (ii) termination of the contract for default.
- 22.3 If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform the Purchaser/Consignee in writing about the same and its likely duration and make a request to the Purchaser/Consignee for extension of the delivery schedule accordingly. On receiving the supplier's communication, the Purchaser/Consignee shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.
- 22.4 When the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period shall, interalia contain the following conditions:
  - (a) The Purchaser/Consignee shall recover from the supplier, under the provisions of the clause 23 of the General Conditions of Contract, liquidated damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract.
  - (b) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of customs duty, excise duty, sales tax/ VAT, Service Tax and Works Contract Tax or on account of any other tax or duty which may be levied in respect of the

goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.

- (c) But nevertheless, the Purchaser/Consignee shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty, excise duty, sales tax/ VAT, Service Tax and Works Contract Tax or any other duty or tax or levy or on account of any other grounds, which takes place after the expiry of the date of delivery stipulated in the contract.
- 22.5 The supplier shall not dispatch the goods after expiry of the delivery period. The supplier is required to apply to the Purchaser/Consignee for extension of delivery period and obtain the same before despatch. In case the supplier dispatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and / or any other expense related to such supply shall lie against the purchaser.
- 22.6 Passing of Property:
- 22.6.1 The property in the goods shall not pass to the purchaser unless and until the goods have been delivered to the consignee in accordance with the conditions of the contract.
- 22.6.2 Where there is a contract for sale of specific goods and the supplier is bound to do something to the goods for the purpose of putting them into a deliverable state the property does not pass until such thing is done.
- 22.6.3 Unless otherwise agreed, the goods remain at the supplier's risk until the property therein is transferred to the purchaser.

#### 23. Liquidated damages

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

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

## 24. Termination for default

- 24.1 The Purchaser/Consignee, without prejudice to any other contractual rights and remedies available to it (the Purchaser/Consignee), may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Purchaser/Consignee pursuant to GCC sub-clauses 22.3 and 22.4.
- 24.2 In the event of the Purchaser/Consignee terminates the contract in whole or in part, pursuant to GCC sub-clause 24.1 above, the Purchaser/Consignee may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the supplier shall be liable to the Purchaser/Consignee for the extra expenditure, if any, incurred by the Purchaser/Consignee for arranging such procurement.

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

## 25. Termination for insolvency

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

## 26. Force Majeure

- 26.1 Notwithstanding the provisions contained in GCC clauses 22, 23 and 24, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.
- 26.2 For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of , the party claiming to be affected by such event and which has caused the non performance or delay in performance. Such events may include, but are not restricted to, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees , lockouts excluding by its management, and freight embargoes.
- 26.3 If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser/Consignee in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the Purchaser/Consignee in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 26.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.
- 26.5 In case due to a Force Majeure event the Purchaser/Consignee is unable to fulfil its contractual commitment and responsibility, the Purchaser/Consignee will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

## 27. Termination for convenience

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

b) To cancel the remaining portion of the goods and services and compensate the supplier by paying an agreed amount for the cost incurred by the supplier towards the remaining portion of the goods and services.

## 28. Governing language

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

#### 29. Notices

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

#### **30.** Resolution of disputes

- 30.1 If dispute or difference of any kind shall arise between the Purchaser/Consignee and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- 30.2 If the parties fail to resolve their dispute or difference by such mutual consultation within twentyone days of its occurrence, then, unless otherwise provided in the SCC, either the Purchaser/Consignee or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. In the case of a dispute or difference arising between the Purchaser/Consignee and a domestic Supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitration of an officer in the Ministry of Law and Justice, appointed to be the arbitrator by the Director General (Health Services). The award of the arbitrator shall be final and binding on the parties to the contract subject to the provision that the Arbitrator shall give reasoned award in case the value of claim in reference exceeds Rupees One lakhs (Rs. 1,00,000/-)
- 30.3 Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., New Delhi, India.
- 30.4 Jurisdiction of the court will be from the place where the tender enquiry document has been issued, i.e., New Delhi, India

#### 31. Applicable Law

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

#### 32 Withholding and Lien in respect of sums claimed

Whenever any claim for payment arises under the contract against the supplier the purchaser shall be entitled to withhold and also have a lien to retain such sum from the security deposit or sum of money arising out of under any other contract made by the supplier with the purchaser, pending finalization or adjudication of any such claim.

It is an agreed term of the contract that the sum of money so withheld or retained under

the lien referred to above ,by the purchaser, will be kept withheld or retained till the claim arising about of or under the contract is determined by the Arbitrator or by the competent court as the

case may be ,and the supplier will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention.

## 33. General/ Miscellaneous Clauses

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

## **SECTION – V**

## **SPECIAL CONDITIONS OF CONTRACT (SCC)**

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

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

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

#### **SECTION - VI**

#### LIST OF REQUIREMENTS

Sch No.	Equipment Name	Consignee Name	Qty.	Total Qty	Warranty required
1 (a)		AIIMS - Bhopal	24	158 5	
1 (b)		AIIMS - Bhubaneswar	25		
1 (c)	Modular	AIIMS - Jodhpur	30		5 years
1 (d)	<ul> <li>Operation</li> <li>Theatre</li> </ul>	AIIMS - Patna	28		
1 (e)		AIIMS - Rishikesh	25		
1 (f)		AIIMS - Raipur	26		
2 (a)		AIIMS - Bhopal	10		
2 (b)		AIIMS - Bhubaneswar	10		
2 (c)	OT Integration part	AIIMS - Jodhpur	10		5 years
2 (d)		AIIMS - Patna	14	66 Syear	0
2 (e)		AIIMS - Rishikesh	10		
2 (f)		AIIMS - Raipur	12		

Part -	–I
--------	----

## Part II: Required Delivery Schedule:

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

300 days from date of Notification of Award to delivery, installation and commissioning at consignee site. The date of delivery will be the date of delivery at consignee site (Tenderers may quote earliest delivery period). If the bidder gets work order for more than one AIIMS, simultaneous deliveries need to be ensured by the bidder/ awardee to each AIIMS. 300 days is inclusive of installation and commissioning

Although the complete delivery, installation and commissioning has to be completed within 300 days however part delivery, installation and commissioning need to be completed within first 200 days for each AIIMS (except AIIMS Bhopal) as mentioned in the BOQ.

#### b) For Imported goods directly from foreign:

300 days from the date of opening of L/C. The date of delivery will be the date of Bill of Lading/Airway bill. (Tenderers may quote the earliest delivery period). 300 days is inclusive of installation and commissioning. If the bidder gets work order for more than one AIIMS, simultaneous deliveries need to be ensured by the bidder/ awardee to each AIIMS.

Although the complete delivery, installation and commissioning has to be completed within 300 days however part delivery, installation and commissioning need to be completed within first 200 days for each AIIMS (except AIIMS Bhopal) as mentioned in the BOQ.

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

#### Note: Deleted

#### Part III: Scope of Incidental Services:

Installation & Commissioning, Supervision, Demonstration, Trial run and Training etc. as specified in GCC Clause 13. Five (5) persons from each AIIMS need to be trained for MOT.

#### Part IV:

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

#### Part V:

Warranty period as per details in general technical specification and as specified in Part I above. Warranty period will be 60 months from the date of installation, commissioning and acceptance or 66 months from the date of last shipment/dispatch, whichever is earlier.

#### Part VI:

Comprehensive Maintenance Contract (CMC) as per details in Technical Specification as specified in part I above.

#### **Part VII:**

#### **Required Terms of Delivery and Destination.**

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

At Consignee Site(s)

#### b) For Imported goods directly from abroad:

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

The shipping arrangements shall be made in accordance with the instruction of Ministry of Shipping & Transport, New Delhi, India as detailed in Annexure 1 at Section XIX.

Insurance (local transportation and storage) would be extended and borne by the Supplier from ware house to the consignee site for a period including 6 months beyond date of delivery.

#### Destination/Consignee details are given in Section XXI

# 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 it's tender is liable to be ignored.
- **Note 2:** General: Bidders are requested to make sure that they should attach the list of equipments for carrying out routine and preventive maintenance wherever asked for and should make sure that Electrical Safety Analyzer / Tester for Medical equipments to periodically check the electrical safety aspects as per BIS Safety Standards IS-13540 which is also equivalent to IEC electrical safety standard IEC-60601 is a part of the equipments. If the Electrical Safety Analyzer/Tester is not available they should provide a commitment to get the equipments checked for electrical safety compliance with Electronic Regional Test Labs / Electronics Test and Development Centres across the country on every preventive maintenance call.
- **Note 3:** 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

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

## **TECHNICAL SPECIFICATIONS**

# Schedule no. 1 Technical specification for Modular operation Theatre and Integration part

#### **MODULAR OPERATION THEATRE**

I	RESPONSIBILITY OF BIDDER
а	Bidder shall be responsible for complete design, construction, testing and commissioning of modular operation theatres based on seamless integration with modular concept
b	Bidder shall execute all required civil, electrical and peripheral lighting, plumbing, air-conditioning system <b>(Ducting inside the OT)</b> , fire safety, demolition and other works as may be required for complete installation and trouble-free functioning of the operation theatres as a part of the 'turnkey work'
С	The bidder shall be responsible for the complete works including the submission of Working Drawings, and walk through view.
d	Bidder shall be responsible for installation and commissioning of medical equipment in coordination with hospital authorities
е	The bidder should provide UPS power supply in OT complex
f	Bidder shall be responsible for free maintenance of modular operation theatres during warranty period.
g	Bidder shall be responsible for commissioning of Medical Gas lines, Pendants, LED OT Light and Gas outlets for the OTs.
h	MOT Bidder should coordinate with MGPS bidder for the successful completion of OTs.
i	Bidder shall be responsible for maintaining suitable air conditioning inside the operation theatre (Ducting inside the OT). MOT Bidder shall provide a control panel for regulating temperature & RH in the OT. The bidder will be responsible for the integration of this control panel with the Hospital AHU
j	Bidder should provide factory test certificates for the material user for the construction of modular theatres.
k	Bidder should supply complete set of part manuals, service manuals for all the systems and subsystems to be supplied.
Ι	AIIMS end users have to be trained for a week by the engineers from Original Equipment Manufacturer (OEM).
m	Final electrical safety test, system test, and calibration should be done by authorized persons using calibrated test equipments.
Ν	OEM or his authorized agent should post a trained engineer who should be available at site or should reach the site within 24 hrs of raising a service call.

#### SCOPE OF WORK

The turnkey work includes all modifications to the built up space provided at the hospital site including Installation of Medical Equipment, Communication Systems, civil modifications, electrical works, plumbing works, interior decoration, air conditioning ducting and other related works of the Operation Theatre required for the smooth and efficient functioning of the centre. These works shall comply with all relevant safety and standards guidelines. The vendor is fully responsible for installation and commissioning of all equipment mentioned in the tender. Bidders are strongly advised to visit the site for assessment before the submission of tender offer.

#### Turn Key Job to be provided by the Bidder

- 1. Commissioning and installation of Stainless Steel wall paneling and PVC flooring.
- 2. Installation of laminar flow.
- 3. Ceiling in all areas.
- 4. All cable trenches and railings wherever required.
- 5. All electrical accessories like cable wire, electrical outlets, switches, etc should be fire proof, of reputed make, certified for electrical safety.
- 6. Bidder has to provide hatch box, storage shelves, scrub basin and other service areas as mentioned in the bid.
- 7. Installation and commissioning of all equipment.
- 8. Installation of Pendants.
- 9. Any other necessary work required for satisfactory working of the modular OT and not mentioned.

1	WALL PANELING SYSTEM-SS
1.1	The prefabricated Operating Room should be Cladding structure insulated Stainless steel wall panels. <b>Total Panel thickness 50-60mm</b>
1.2	It should be 0.8mm 304 Grade Stainless Steel sandwich panel with core consisting of rigid polyurethane foam, which has been injected under high pressure, with a minimum density of 40 kg/m3.
1.3	The individual wall panels shall use the tongue and groove technology for joining two panels, no welding should be allowed.
1.4	The gaps between panels shall be suitably filled with metal filler/epoxy and sanded flush.
1.5	Stainless Steel plate finished to fine grain surface, treated properly to take antifungal paint.
1.6	Paneling should be easy to maintain, durable, antistatic/conductive and fire retardant.
1.7	Clearance between inner panel and outer wall should be sufficient to allow the maintenance personnel for service. This closed space should be flushed continuously to eliminate dust and bacterial accumulation.
1.8	Anti bacterial paint should be coated on the wall.
1.9	Bidder should maintain anti-bacterial paint during warranty and CMC period.
1.10	Wall elements should be resistant to all standard cleaning agents, disinfectants and fumigation agents.

1.11	Panel should be covered with protective sheath to prevent scratch during installation.
1.12	It should have minimum number of junction. The junction should be seamless and should be sealed with suitable sealants.
1.13	Wall paneling should have proper fire protection.
1.14	Bidder should provide factory test certificate for all the material used for wall paneling.
1.15	The wall panels should be CE/UL Listed/BIS certified
1.16	Third party test certificate for SS304 from material testing lab (Govt. Authorized)
2	CEILING SYSTEM
2.1	The ceiling plates /cassettes should be made up of <b>SS 304 panels with sheet thickness</b> of atleast 1.0mm with matt finish and should be coated with antibacterial paint. It should be from the same manufacturer of wall panel. Total thickness should be 30- 40mm.
2.2	Support elements: Suspension bracket with tension spring. Material: High quality galvanized or powder coated steel.
2.3	Room lighting, air supply inlet, ceiling service units, return air outlets, etc should be integrated with SS metal ceiling system.
2.4	The individual panels except those at the edges should be removable individually.
2.5	The ceiling material should be CE/ UL/BIS certified.
2.6	Anti bacterial paint should be coated on the ceiling.
2.7	Third party test certificate for SS 304 from material testing lab. (Govt. authorized)
3	LAMINAR AIR FLOW SYSTEM
3.1	The ceiling filtration system should be designed to ensure unidirectional distribution of sterile air of the surgical theatre to ensure the cleanliness of all the area covered by the air flow.
3.2	The Laminar flow system should comprise of thick extruded aluminum profiles frame and sealed gasket. The filters installed in the plenum should be suitable for application for laminar flow and clean rooms. These filters should meet following specification. Separators : continuous thermo plastic chord Sealant : Polyurethane Gasket : One piece polyurethane MPPS average efficiency: > 99.95% 3 Micron DOP efficiency > 99.99% Final Pressure drop : 600 pa(max) Maximum Operating Temp : 60 degree Celsius Maximum RH : 40-50 %
3.3	The ceiling system should be equipped with "H 14" class HEPA filters position in the ceiling to <b>achieve 0.25m/sec flow at the diffuser.</b>
3.4	Filtration Ceiling System holding structure, Filter frames and top plenum should be made of <b>Aluminium/Stainless Steel.</b>
3.5	The filtration ceiling system should have <b>diffuser/flow equalizer</b> to achieve uniform & constant air distribution over the whole surface. <b>It should be CE/UL certified</b>

	The air management system should be designed to achieve class 100 with the following parameters:
	Bacteriological class =B (5 CFU/m3)
3.6	Particle decontamination kinetics CP =5 min
	ISO 14644/1 classification = ISO 5
	Third party validation by Govt. approved environment lab.
3.7	The positive pressure should be maintained inside the OT to prevent contamination due to air from outside the OT.
	The supplier should provide test certificate for HEPA filter and laminar air flow
3.8	systems from the original manufactures.
	Size of laminar airflow system should preferably not be less than 10 feet X 10 feet.
3.9	Minimum 8 feet X 8 feet.
3.10	Should be CE certified.
	Note: Prospective bidders are advised to collect the information regarding CFM
	and AHU capacity from the respective institute site. Total flow rate of filter bank
	shall match the CFM of AHU.
4	EXHAUST AIR CABINETS
4.1	Return air exhaust grill should be provided in the OT.
4.2	The exhaust air cabinets should be openable and cleanable.
4.3	These cabinets should have suction from bottom and top also.
	Designed flow rate should not be less than 1000 m3/hr. Distribution of exhaust air
4.4	volume should be divided between fluff strainers to maintain the required pressure
	within the theatre without causing turbulence.
4 5	The Exhaust air cabinet should be manufactured and supplied by the supplier of wall
4.5	and ceiling system supplies.
	Return air exhaust cabinet should be made from SS304 and should be from the same
4.6	manufacturer of wall panel. Also it should match perfectly with the ceiling system
	aesthetically
5	PVC FLOORING – Imported
5.1	It should be with 2mm antistatic seamless PVC flooring
	Floor should be smooth, non-slip, impervious material conductive enough to
5.2	dissipate static electricity but not conductive enough to endanger personnel from
	electric shock.
ГÒ	Electrostatic charge dissipation combat PVC seamless flooring of very high quality
5.3	should be provided.
F 4	Thickness not less than 2 mm. Continuous roll should be used and joints should be
5.4	welded by special PVC thermal welding units using PVC welding bars of same colour
	The sheets should be highly durable with resistance to shock and indentation. It
5.5	should be scratchproof also. The conductive material should be uniformly
	impregnated as grains.
	It should be inert to body fluids, chemicals and disinfectants. Should not be affected
5.6	by temperature variation within the OT.
5.7	The floor should efficiently discharge electric charges up to 2 kV

5.8	Flooring should be done by skilled workers of accredited agencies authorized by the supplier of PVC sheets. The electrical resistance (point to ground) should be within $2.5 \times 10^{4}$ to $5 \times 10^{6}$ ohms. The floor should not allow build up of electrical charge beyond 100 volts due to antistatic effect. The corners should not be terminated sharply and concealed cove- former (aluminium) should be used to overlap the wall panel to a height of approx.25mm and sealed perfectly and uniformly. Self leveling compounds should be used.
5.9	The conductive copper grid laid underneath the PVC sheet should be supported by liquid epoxy compounds allowed to set as a uniform and level surface. The copper strips to be made visible by grinding and no copper strip should project more than 0.5mm above level surface to avoid damage to the PVC sheet. One earthing lead should be brought out from every 150sq.ft area and attaching it to the main earthing strip/ground.
5.10	Copper grounding strips (0.05 mm thick, 50 mm width) should be laid flat on the floor in the conductive adhesive and connected to copper strip of grounding. The connection from copper grid should be brought out uniformly at places to form equipotential grid.
5.11	Flooring should be mechanically shock proof, scratch proof, flame retardant and anti microbial
5.12	Corners should be uniformly curved
5.13	Final surface should be non corrosive to biological fluids and detergents.
5.14	Colour should be uniform pleasant and matching with ambience
6	HERMETICALLY SEALED DOORS 2.1m x 1.8m
6.1	This should be a hermetically sealed, single sliding door of 2.1 (H)X 1.8 m(W)
6.2	The controller should be capable of being operated by elbow switches/foot switches as well as touch less sensor.
6.3	The track should be of <b>stainless steel/Aluminum</b> and the running surface for the top rollers should be suitably angled to reduce resistance to movement
6.4	The door leaf should be hung by means of hard plastic rollers of high quality with double bearing at the top. Rollers should be provided under the stainless steel track to enable smooth and noiseless movement.
6.5	Opening and closing of the door should be microprocessor controlled electromechanical movement.
6.6	The door material should be of HPL Color should match the interior and care should be taken to make the leaf strong and light weight.
6.7	One should be able to open and close the door effortlessly incase of failure of automatic mechanism.
6.8	Door opening handle should be strong and sturdy. Material should be of SS (gloss finish). Should be provided with high quality cylindrical lock.
6.9	Door leaf should have high quality synthetic rubber gasket with long life to ensure hermetic sealing (to maintain air pressure differential). Air tightness 99.99% at a pressure of 100KPa.
6.10	The finished floor on either side of the door should be perfectly level (maximum permissible difference $\pm 1$ mm).

6.11	The overall thickness of the finished door should be 55 to 60mm. The inner part of the door should be filled with CFC free polyurethane foam thickness of 48mm or nearby. (Sealed airtight to prevent further ingress of any microbial organism).
6.12	The door and controls should comply with IEE regulation. All motors used should be DC brushless motors with essential isolation from mains.
6.13	Door should be with vision window <b>300 mm x 300 mm</b> with double glazed panels and hermetically sealed motorized roller blind inside.
6.14	Noise level should not exceed 60 db.
6.15	The starting time after receiving the signal should be adjustable between 0.5 to 20 seconds.
6.16	The complete door assembly should be CE marked.
6.17	Test certificate for hermetically sealed door frame (factory test certificate) should be enclosed with the pre dispatch documents.
6a	HERMETICALLY SEALED DOORS 2.1mx1.0m
6a.1	This should be a hermetically sealed, single sliding door of 2.1 (H)X 1.0 m(W)
6a.2	The controller should be capable of being operated by elbow switches/foot switches as well as touch less sensor.
6a.3	The track should be of <b>stainless steel/Aluminium</b> and the running surface for the top rollers should be suitably angled to reduce resistance to movement
6a.4	The door leaf should be hung by means of hard plastic rollers of high quality with double bearing at the top. Rollers should be provided under the stainless steel track to enable smooth and noiseless movement.
6a.5	Opening and closing of the door should be microprocessor controlled electromechanical movement.
6a.6	<b>The door material should be of HPL</b> Color should match the interior and care should be taken to make the leaf strong and light weight.
6a.7	One should be able to open and close the door effortlessly incase of failure of automatic mechanism.
6a.8	Door opening handle should be strong and sturdy. Material should be of SS (gloss finish). Should be provided with high quality cylindrical lock.
6a.9	Door leaf should have high quality synthetic rubber gasket with long life to ensure hermetic sealing (to maintain air pressure differential). Air tightness 99.99% at a pressure of 100KPa.
6a.10	The finished floor on either side of the door should be perfectly level (maximum permissible difference <u>+</u> 1mm).
6a.11	The overall thickness of the finished door should be 55 to 60mm. The inner part of the door should be filled with CFC free polyurethane foam thickness of 48mm or nearby. (Sealed airtight to prevent further ingress of any microbial organism).
6a.12	<b>The door and controls should comply with IEE regulation</b> . All motors used should be DC brushless motors with essential isolation from mains.
6a.13	Door should be with vision window <b>300 mm x 300 mm</b> with double glazed panels and hermetically sealed motorized roller blind inside.
6a.14	Noise level should not exceed 60 db.
6a.15	The starting time after receiving the signal should be adjustable between 0.5 to 20 seconds.

6a.16	The complete door assembly should be CE marked.
6a.17	Test certificate for hermetically sealed door frame (factory test certificate) should
00.17	be enclosed with the pre dispatch documents.
7	TOUCH SCREEN CONTROL PANEL
7.1	The control panel should be touch screen panel. This control panel should work as the central control panel for the HVAC controls, instruction board. Touch screen, AGSS control, OT light control. The controller should be capable of adjusting the temp adjustment of +/- 5 Deg with in 5Minutes. It should be European CE or UL Listed.
7.2	DELETED
7.3	The touch screen should be wall mounted, stationed in the visibility line of the surgeon and OT staff. The access height should be convenient for the nurse to operate and help/assistant when in need.
7.4	The panel should accommodate digital clock and the elapsed time indicator.
7.5	The medical gas alarm should indicate high and low gas pressures for each gas service present in the OT including vacuum. This should be supported by audible alarm also. The panel should have an alarm mute (fault annunciation) facility. The sensors (pressure switches) should be at the nearest isolation valve.
7.6	Control for general lighting: ON/OFF and dimming controls organized in groups to provide uniform illumination.
7.7	Control of the operating light (major and satellite and camera control (on/off and intensity control) should be provided.
7.8	Hand free telephone set with memory should be located at one side.
7.9	Temperature and humidity control for the room connected to the AHU. (Adjustable from the panel) <b>The controller should be capable of adjusting the temp adjustment of</b> +/- <b>5 Deg with in 5Minutes wherever separate AHU is provided for each OT</b> .
7.10	Digital room pressure indicator in cm of H2O or equivalent (signal from pressure sensor shall be provided to indicate pressure differential between OT and outside)
7.11	HEPA filter bank differential pressure indicator.
8	PRESSURE RELIEF DAMPERS
8.1	<b>Pressure relief dampers or Over flow ports</b> should be provided in each room to prevent contamination of air from clean and dirty areas.
8.2	Suitably sized air pressure relief damper should be strategically placed, enabling differential room pressure to be maintained and ensure that when doors are opened between clean and dirty areas.
8.3	Counter- weight balancing system should be provided in the PRD to maintain positive pressure inside the operation room.
8.4	Air pressure stabilizers should have unique capability of controlling differential pressure to close tolerance. The PRD should remain closed at pressure below the set pressure and should open fully at a pressure only fractionally above the threshold pressure.
8.5	The body should be epoxy powder coated as per standard BS colors. High grade electrolyzed steel plate should be used for body and high grade SS304 stainless steel for blades
9	НАТСН ВОХ

9.1	A hatch should be provided in each operation theater to remove waste materials from the operation theater to dirty linen area/corridor just adjacent to Operation Theater.
9.2	Each hatch box should be equipped with two doors and the door should be operated electrically/motorised.
9.3	The hatch should be designed in such a way that only one door should be opened at one time.
9.4	The UV light should be so installed that it is kept on while both the doors are closed. This UV light has to be automatically turned off in case of opening of either of the doors.
9.5	Indicators should be provided on both sides of the OT so that door open / close status can be monitored from both sides.
9.6	Hatch Box material should be SS304
10	DISTRIBUTION BOARD
10.1	All high voltage equipment should be installed in a separate enclosure.
10.2	The remote cabinet should house the operating lamp transformers, mains failure relays, UPS, electrical distribution equipment & circuit protection equipment for all circuits within the operating theatre.
10.3	All internal wiring should terminate in connectors with screw & clamp spring.
10.4	Connections of the clip- on type mounted, on a CE approved rail & labeled with indelible proprietary labels.
10.5	Individual fuses or miniature circuit breakers should protect all internal circuits.
10.6	Complete schematic drawing with description should be enclosed with the equipment.
11	OPERATING LIST BOARD
11.1	One operating list board should be provided in each operating theater.
11.2	It should be made of ceramic having magnetic properties and should be flushed to the wall of the operating room.
12	X RAY FILM VIEWER
12.1	LED type flat panel X-ray viewing panel should be supplied.
12.2	This should comply with relevant electrical safely codes.
12.3	This should be a 3 panel viewing screen.
12.4	Mounting should be flush with the wall to avoid dust accumulation and growth or organisms between wall and panel.
12.5	Body should be of extruded aluminum powder coated black with bacteria resistant and disinfectant resistant finish.
12.6	The diffuser on the front panel should be a uniformly lit screen.
12.7	Dimming electronic control should be enclosed at the bottom of the cabinet.
12.8	Proper spring loaded film clip with rollers should be provided to hold the films firmly and to remove the film without scratches.

panels)
a vialia a fa a
oviding for
el (minimum
d to a satin
l be easily
, oppers and
e
anel and
emperature
ls.
entilation
im X 30 mm
have
arms should
endant head
nm +/- 10%
t should be
5 feet above
have
nave
e easily
,

Г

-

	The pendant should be European CE Certified or US FDA listed under Medical
е	Devices Directive.
f	The Pendant Service Heads should be modular with minimum 400mm head. The heads should be capable of accepting a range of shelves, and infusion poles or other accessories. The Pendant Heads should support the range of Physiological Monitor
g	Mounting Solutions. The Pendant Service Heads should be supplied with medical gas terminal units and 15 Amps. Sockets.
h	Each pendant should have:
	Each pendant should have –
	Oxygen Outlets – 2 nos.,
	Vacuum Outlets – 2 nos.,
	Nitrous oxide – 2 nos.,
	Air(4 bar) Outlets - 2 nos.,
	AGSS outlet - 1 no
	Electrical sockets - 6 nos.
	Shelf with two rails one on each side – 3 no.
	Data socket RJ-45 -2 nos.
	The pendants Should be European CE or UL Listed or USFDA or DIN or EN 7936
i	certified.
•	Pendant supplier should provide cutouts for Patch Panels in Integrated OTs.
j	(only for integrated OT)
15.2	
а	Double arm moveable Pendant for Surgeon
	The Pendants should comply with NFPA 99C/HTM 02-01. The support arms should
	be extremely robust and revolve on high quality bearings, so that the pendant head
	glides smoothly and quickly to any desired position
b	The Pendant should have the following specification:
	Double moveable arms (any combination) with total coverage of 1800mm +/- 10%
	and 330 deg. Horizontal movements for each arm. Vertical movement should be
С	motorized and the arm height should remain to a height greater than 6.5 feet above floor level
d	Weight carrying capacity of the arm should not be less than 200 Kgs. Should have
u	electromagnetic/pneumatic brakes
е	Each arm should be capable of 300-340 degrees of rotation, which can be easily
-	adjusted to suit the desired mode of operation.
f	The pendant should be European CE Certified or US FDA under Medical Devices
	Directive.
	The Pendant Service Heads should be modular with minimum 400mm head. The
-	heads should be capable of accepting a range of shelves, and infusion poles or other
g	accessories. The Pendant Heads should support the range of Physiological Monitor
	Mounting Solutions.
	The Pendant Service Heads should be supplied with medical gas terminal units and
h	15 Amps. Sockets.
:	•
i	Each pendant should have:
	Each pendant should have –
j	Vacuum Outlets – 2nos, Air(7hor) Outlet, 02nos
	Air(7bar) Outlet- 02nos,

	CO2 Outlet - 02 nos.,
	Electrical sockets - 6 nos.
	Expandable shelf (minimum width: 70cm & Depth min. 45cm) with two rails one on
	each side – 5 nos.
	Data socket RJ-45 -2 no.
k	The pendants Should be European CE or UL Listed or USFDA or DIN or EN 7936 certified.
16	Pendant supplier should provide cutouts for Patch Panels in Integrated OTs (only for integrated OTs).
16.1	PERIPHERAL LIGHTING AND CLEAN ROOM LUMINARIES
16.2	To provide peripheral lighting and clean room luminaries with intensity min 500 Lux, it should be 8 in numbers for each OT. Should be with highly specular anodized aluminum reflectors and optical antiglare system.
16.3	Luminaries cover should be made of highly resistant, disinfectant proof laminated safety glass with stylish fine grained surface, glass pane with white coated steel frame.
16.4	The reflectors should be of high quality, cleanable and non deteriorating.
16.5	The white luminaries body should be made of sheet steel/ perfectly powder coated, supplied ready for connection optionally for individual or series circuit with digital electronic control gear in multilamp technology.
16.6	Recess frames should be gas tight. The fitting should be flush with the ceiling and should be removable from top or bottom. The light fitting should be uniformly and aesthetically distributed on the ceiling to provide uniform illumination in the OT. Light should not interfere when green mode endoscopy is performed
	Peripheral lighting should be done according to IP65(international protection rating 65)
17	Control equipment for the general lighting and the light dimming should be provided in the theatre control panel
17.1	ELECTRICAL INSTALLATIONS
17.2	Power distribution within the OT should be "provided' from distribution boards located local to each theatre. Sub mainspower to these panels should be by the general electrical contractor. From these panels all distribution services within the departments should be run. Isolated power supply, insulation measuring and protection as per IEC standards should be provided. <b>This unit should be EN/CE/UL/FDA/IEC certified.</b>
17.3	Earthed equipment bonding of all exposed metalwork should be provided.
17.4	Power sockets within the Operating Theatres ancillary areas should be matched to the rest of the hospital.
17.5	Light fittings within the clinical areas should be recessed LED type with control gear
17.6	Fittings should be sealed In accordance with the standard IP54.
17.7	All equipment should be fully and permanently labeled to identify and describe the function, operation and voltage of the apparatus concerned. Throughout and upon completion of the electrical installation, tests in accordance with relevant sections of the local wiring regulations should be carried out and the results recorded.
18	Medical grade isolation transformer of 10 & 25KVA capacity should be provided for every operation theatre which ensures the safety of staff and patient. System should have automatic fault monitoring & isolators provided through leakage relays etc according to IEC recommendation. This unit should be EN/CE/UL/FDA/IEC certified. These systems are to be commissioned by specialists.

	5 Nos. out of total OT's in each AIIMS 25 KVA to be provided.
18.1	MEDICAL GAS LINE INSTALLATION
18.2	The bidder should ensure that all works carried out are to the recommendation made in the Department of Health and Social Securities <b>HTM 02-01 /NFPA 99C / DIN</b>
18.3	Bidder should provide Oxygen, Air, Vacuum, AGSS, and Nitrous Oxide supply to Operation Theatres from the existing lines terminated outside the OT .
18.4	Bidder shall be responsible for supply, installation, testing and commissioning of complete MGPS system inside the operation theatre including Distribution piping, Pendants, outlets and other essential accessories.
18.5	Terminal units should be gas specific and only accept the correct Medical gas probe. Gas specific components shall be pin indexed to ensure that a correct gas specific assembly is accepted.
18.6	Each terminal unit should be identified by the appropriate recognized name or symbol, colour, coding and shape as per HTM 02-01 /NFPA 99C. Outlets should be CE certified/UL listed.
19	Copper pipes should be of solid drawn, seamless, deoxidized, non-arsenical, half hard, tempered and degreased copper pipe. All copper pipes should be degreased & delivered capped at both ends. The pipes should be accompanied with manufacturers test certificate for the physical properties & chemical composition. The copper pipe should comply with EN 13448 Copper pipe must have reputed third party inspection certificate (Eg. Lloyd's, TUV, SGS). Fittings should be made of copper and suitable for a working Pressure of up to 17bar and especially made for brazed socket type connections. The copper fitting should comply with EN 1254-1 The Brazing filler material should comply with EN 1044
19.1	DEMOLISHING, RECONCONSTRUCTING, WATER PROOFING, PLUMBING, REPAINTING AND REPLACEMENT
20	Any demolition , reconstruction, water proofing, necessary plumbing, anti-microbial painting, replacement of any door or windows to provide structured design for modular OT should be carried out by the bidder
20.1	CENTRAL UPS
20.2	Bidder should provide central sine wave based UPS to support all modular theatre equipments.
20.3	Bidder should supply, install and commission two 200KVA & three 100 KVA UPS for each AIIMS.
20.4	Bidder should provide required electrical wiring from UPS to all modular OTs. Back up time of 30 min. UPS should be provided with bypass switch and it should work in n+1 redundancy mode. Each AIIMS to be supplied with 200KVA – 2Nos. and 100KVA – 3Nos.

#### **OT LIGHT WITH CAMERA**

#### A. OT Light – LED

Operating Room Surgical Lighting System should provide an ideal combination of brightness, maneuverability, and shadow resolution without sacrificing color accuracy through a consistent LED technology with a unique faceted reflector design technology.

Such Lighting System should have the following technical specifications:

Number of Light heads	:	Two per suspension
Color Temperature	:	4300 k -4700 (±10 %) (White LED)
Field Size Diameter	:	20 to 28cm (+/- 10%)
Depth of Field	:	750 to 1100mm (+/- 10%)
Illumination Level	:	160000Lux Major Dome & 120000Lux Minor dom
Controls	:	Control Panel (wall and on dome)
Rotation	:	360 - 330 degrees
Sterilizable Handle	:	Yes
Light head area	:	5000 square cm (+/- 10%)
Mounting Type	:	Ceiling
Supply Voltage	:	230 VAC 50 Hz
Bulb Type	:	LED
Dimming Range	:	30% - 80%
<b>Operating/Storage Humidity</b>	:	10 – 95%
Life of Light Source	:	>40,000 Hrs

There should be a provision to **mount the camera in one dome.** 

#### Cra & Ra both should be > 95%

Surgical Light System Should be compliant with relevant European CE /US FDA standards

#### B. HD Camera System – 1080p

**Description:** Integrated In-Light Camera System should be integrated at the centre of one of the domes of this lighting system/ third arm in order to capture images & video sequences of the open cases.

Such a autofocus – Locable camera should have the following specifications

Signal to Noise Ratio (S/N Ratio)	:	>50 dB
CCD	:	1/3"
Optical Zoom	:	10X
Digital Zoom	:	12-15X
Video Output	:	HD, S-Video & Composite Video
White Balance & Gain	:	Automatic/Manual

Light and Integrated Camera should have a control through Touch Panel of the control equipment placed inside the operating room.

#### C. HD LED FLAT PANEL MONITOR (Only for non integrated OT's)

**Should be 32" High Definition Progressive Scan Flat-panel Monitors** with ceiling mounted spring arm suspension to support high-definition/HDTV progressive Scan images and should be able to support and display DVI/HDTV, RGBHV, S-Video, Composite video signals. Aspect ratio 16:9/16:10. Resolution – 1920X1200.

The flat Panel suspension should be ready with the cables for integration of High Definition Digital (DVI/HDTV), RGBHV (High Resolution), SVHS (S-Video), Composite video signals to travel from the various sources of video like endoscopic camera, room camera, in light camera, high definition flat panel monitors, while assuring native resolution / signal.

#### D. Recording system to be offered separately (Only for non integrated OT's)

**Recording system to be offered separately.** Recording system should be full HD medical grade monitor **LCD 19" touch screen** and having the one TB storage space.

Data cable for communication from both pendants and monitors should be laid down upto outside of OT in a patch port for future expansion for all OT's where there is no integration

	BOQ FOR MODULAR OT'S - AIIMS BHUBANESWAR				
S.N	NAME OF THE ITEMS	UNIT	Qty		
1	Prefabricated SS room walls as per tender specifications	Sq M	2205		
2	PVC Flooring for Modular OT as per tender specifications	Sq M	1345		
3	Self Levelling Compound as per tender specifications	Ls	25		
4	Anti microbial Painting as per tender specifications	Sq M	3550		
5	Ceiling as per tender specification	Sq M	1345		
6	Laminar Flow Air System and Exhaust cabinets as per tender Specification	Nos	25		
7	Peripheral Lighting and Clean Room Lumiaries as per tender Specification	Nos	200		
8	Touch screen control panel as per tender Specification	Nos	25		
9	LED X ray Viewing Screen as per tender Specification	Nos	25		
10	Storage Shelves as per tender Specification	Nos	25		
11	Hatch Boxes as per tender Specification	Nos	25		
12	Pressure Relief Dampers as per tender specifications	Nos	25		
13	Hermetically sealed automated door as per tender Specification	Nos	25		
14	Hermetically sealed automated door 01x2.1 Mtr as per tender Specification	Nos	25		
15	Operating List Board as per tender Specification	Nos	25		
16	Air Conditioning duct only within the OT as per tender specifications	Ls	25		
17	2 Bay Scrub Sink made of 304 grade steel as per Tender specification	Nos	13		
18	Distribution Box and Internal electrical wiring inside the OT and Provision for connecting to pendants as per tender specifications	Nos	25		
19	Cable Trays for Electrical and Video as per tender specifications	Nos	25		
20	UPS 200 KVA with 30 min battery backup as per tender specifications	Nos	2		
21	UPS 100 KVA with 30 min battery backup as per tender specifications	Nos	3		

#### Patch Panel for power & signal to be laid down for 32" LCD Monitor at wall of MOT

22	Demolition, reconstruction, water proofing, plumbing, repainting and replacement as per tender specifications	Ls	1
23	Medical Gas copper pipeline inside the OT and the Provision to connect to Pendant Systems as per tender specifications	Ls	1
24	Supply installation testing and commissioning of Medical gas hose assemblies as per tender specifications. Hoses shall be color coded throughout their length as specified in British standards .	Mtrs	450
25	Outlets with probe as per tender specifications-		
26	Oxygen	Nos	50
27	Vacuum	Nos	100
28	Medical Air 4 Bar	Nos	50
29	Surgical Air 7 Bar	Nos	8
30	Nitrous Oxide	Nos	50
31	CO2	Nos	8
32	AGSS	Nos	25
33	Double arm movable pendant for Anesthetist as per tender specifications	Nos	25
34	Double arm movable pendant for Surgeon as per tender specifications	Nos	25
35	OT Light LED with camera as per tender specifications	Nos	25
36	32" Monitor & recording system as per tender specifications	Nos	15
37	10 KVA Isolation Transformer as per tender specifications	Nos	20
38	25 KVA Isolation Transformer as per tender specifications	Nos	5

	<b>BOQ FOR MODULAR OT'S - AIIMS RAIPUR</b>				
S.N	NAME OF THE ITEMS	UNIT	QTY		
1	Prefabricated SS room walls as per tender specification	Sq M	2267		
2	PVC Flooring for Modular OT as per tender specification	Sq M	1368		
3	Self Levelling Compound as per tender specification	Ls	26		
4	Anti microbial Painting as per tender specification	Sq M	3635		
5	Ceiling as per tender specification	Sq M	1368		
6	Laminar Flow Air System and Exhaust cabinets as per tender specification	Nos	26		
7	Peripheral Lighting and Clean Room Lumiaries as per tender Specification	Nos	208		
8	Touch screen control panel as per tender Specification	Nos	26		
9	LED X ray Viewing Screen as per tender Specification	Nos	26		
10	Storage Shelves as per tender Specification	Nos	26		
11	Hatch Boxes as per tender Specification	Nos	26		
12	Pressure Relief Dampers as per tender specification	Nos	26		
13	Hermetically sealed automated door as per tender specification	Nos	26		

14	Hermetically sealed automated door 01X2.1Mtr as per tender specification	Nos	26
15	Operating List Board as per tender specification	Nos	26
16	Air Conditioning duct only within the OT as per tender specification	Ls	26
17	2 Bay Scrub Sink made of 304 grade steel as per Tender specification	Nos	15
18	Distribution Box and Internal electrical wiring inside the OT and Provision for connecting to pendants as per tender specification	Nos	26
19	Cable Trays for Electrical and Video as per tender specification	Nos	26
20	UPS 200 KVA with 30 min battery backup as per tender specification	Nos	2
21	UPS 100 KVA with 30 min battery backup as per tender specification	Nos	3
22	Demolition, reconstruction, water proofing, plumbing, repainting and replacement as per tender specification	Ls	1
23	Medical Gas copper pipeline inside the OT and the Provision to connect to Pendant Systems as per tender specification	Ls	1
24	Supply installation testing and commissioning of Medical gas hose assemblies as per tender specification. Hoses shall be color coded throughout their length as specified in British standards.	Mtrs	450
25	Outlets with probe as per tender specification-		
26	Oxygen	Nos	52
27	Vacuum	Nos	104
28	Medical Air 4 Bar	Nos	52
29	Surgical Air 7 Bar	Nos	6
30	Nitrous Oxide	Nos	52
31	CO2	Nos	6
32	AGSS	Nos	26
33	Double arm movable pendant for Anesthetist as per tender specification	Nos	26
34	Double arm movable pendant for Surgeon as per tender specification	Nos	26
35	OT Light LED with camera as per tender specification	Nos	26
36	32" Monitor & Recoding System as per tender specification	Nos	20
37	10 KVA Isolation Transformer as per tender specification	Nos	21
38	25 KVA Isolation Transformer as per tender specification	Nos	5

	BOQ FOR MODULAR OT'S - AIIMS RISHIKESH				
S.N	NAME OF THE ITEMS	UNIT	QTY		
1	Prefabricated SS room walls as per tender specification	Sq M	2261		
2	PVC Flooring for Modular OT as per tender specification	Sq M	1421		

HLL/PCD/PMSSY/AIIMS-]	II/15/13-14
-----------------------	-------------

4         A           5         C           6         L           7         P	Self Levelling Compound as per tender specification Anti microbial Painting as per tender specification Ceiling as per tender specification Laminar Flow Air System and Exhaust cabinets as per tender specification Peripheral Lighting and Clean Room Lumiaries as per tender specification Fouch screen control panel as per tender specification	Ls Sq M Sq M Nos Nos	25 3682 1421 25 200
5         C           6         L           7         P	Ceiling as per tender specification Laminar Flow Air System and Exhaust cabinets as per tender specification Peripheral Lighting and Clean Room Lumiaries as per tender specification	Sq M Nos Nos	1421 25
6 L 7 P	Laminar Flow Air System and Exhaust cabinets as per tender specification Peripheral Lighting and Clean Room Lumiaries as per tender specification	Nos Nos	
			200
8 T	Fouch screen control panel as per tender specification	Nos	
			25
9 L	LED X ray Viewing Screen as per tender specification	Nos	25
10 S	Storage Shelves as per tender specification	Nos	25
11 H	Hatch Boxes as per tender specification	Nos	25
12 P	Pressure Relief Dampers as per tender specification	Nos	25
13 H	Hermetically sealed automated door as per tender specification	Nos	25
14 H	Hermetically sealed automated door 01X2.1Mtr as per tender specification	Nos	25
15 C	Dperating List Board as per tender specification	Nos	25
16 A	Air Conditioning duct only within the OT as per tender specification	Ls	25
17 2	2 Bay Scrub Sink made of 304 grade steel as per Tender specification	Nos	13
	Distribution Box and Internal electrical wiring inside the OT and Provision for connecting to pendants as per tender specification	Nos	25
19 C	Cable Trays for Electrical and Video as per tender specification	Nos	25
20 U	JPS 200 KVA with 30 min battery backup as per tender specification	Nos	2
21 U	JPS 100 KVA with 30 min battery backup as per tender specification	Nos	3
,,	Demolition, reconstruction, water proofing, plumbing, repainting and replacement as per tender specification	Ls	1
	Medical Gas copper pipeline inside the OT and the Provision to connect to Pendant Systems as per tender specification	Ls	1
24 p	Supply installation testing and commissioning of Medical gas hose assemblies as ber tender specification. Hoses shall be color coded throughout their length as specified in British standards.	Mtrs	350
25 C	Dutlets with probe as per tender specification-		

26	Oxygen	Nos	50
27	Vacuum	Nos	100
28	Medical Air 4 Bar	Nos	50
29	Surgical Air 7 Bar	Nos	8
30	Nitrous Oxide	Nos	50
31	CO2	Nos	8
32	AGSS	Nos	25
33	Double arm movable pendant for Anesthetist as per tender specification	Nos	25
34	Double arm movable pendant for Surgeon as per tender specification	Nos	25
35	OT Light LED with camera as per tender specification	Nos	25
36	32" Monitor & Recoding System as per tender specification	Nos	15
37	10 KVA Isolation Transformer as per tender specification	Nos	20
38	25 KVA Isolation Transformer as per tender specification	Nos	5

	BOQ FOR MODULAR OT'S - AIIMS BHOPAL				
S.N	NAME OF THE ITEMS	UNIT	Qty		
1	Prefabricated SS room walls as per tender specification	Sq M	1902		
2	PVC Flooring for Modular OT as per tender specification	Sq M	1041		
3	Self Levelling Compound as per tender specification	Ls	24		
4	Anti microbial Painting as per tender specification	Sq M	2943		
5	Ceiling as per tender specification	Sq M	1041		
6	Laminar Flow Air System and Exhaust cabinets as per tender specification	Nos	24		
7	Peripheral Lighting and Clean Room Lumiaries as per tender specification	Nos	192		
8	Touch screen control panel as per tender specification	Nos	24		
9	LED X ray Viewing Screen as per tender specification	Nos	24		
10	Storage Shelves as per tender specification	Nos	24		
11	Hatch Boxes as per tender specification	Nos	24		
12	Pressure Relief Dampers as per tender specification	Nos	24		
13	Hermetically sealed automated door as per tender specification	Nos	24		
14	Hermetically sealed automated door 01X2.1Mtr as per tender specification	Nos	24		
15	Operating List Board as per tender specification	Nos	24		
16	Air Conditioning duct only within the OT as per tender specification	Ls	24		

17	2 Bay Scrub Sink made of 304 grade steel as per Tender specification	Nos	12
18	Distribution Box and Internal electrical wiring inside the OT and Provision for connecting to pendants as per tender specification	Nos	24
19	Cable Trays for Electrical and Video as per tender specification	Nos	24
20	UPS 200 KVA with 30 min battery backup as per tender specification	Nos	2
21	UPS 100 KVA with 30 min battery backup as per tender specification	Nos	3
22	Demolition, reconstruction, water proofing, plumbing, repainting and replacement as per tender specification	Ls	1
23	Medical Gas copper pipeline inside the OT and the Provision to connect to Pendant Systems as per tender specification	Ls	1
24	Supply installation testing and commissioning of Medical gas hose assemblies as per tender specification. Hoses shall be color coded throughout their length as specified in British standards.		410
25	Outlets with probe as per tender specification-		
26	Oxygen	Nos	48
27	Vacuum	Nos	96
28	Medical Air 4 Bar	Nos	48
29	Surgical Air 7 Bar	Nos	8
30	Nitrous Oxide	Nos	48
31	CO2	Nos	8
32	AGSS	Nos	24
33	Double arm movable pendant for Anesthetist as per tender specification	Nos	24
34	Double arm movable pendant for Surgeon as per tender specification	Nos	24
35	OT Light LED with camera as per tender specification	Nos	24
36	32" Monitor & Recoding System as per tender specification	Nos	14
37	10 KVA Isolation Transformer as per tender specification	Nos	19
38	25 KVA Isolation Transformer as per tender specification	Nos	5

BOQ FOR MODULAR OT'S - AIIMS JODHPUR				
S.N	NAME OF THE ITEMS	UNIT	Qty	
1	Prefabricated SS room walls as per tender specifications	Sq M	2431	
2	PVC Flooring for Modular OT as per tender specifications	Sq M	1371	
3	Self Levelling Compound as per tender specifications	Ls	30	

HLL/PCD/PMSSY/AIIMS-II/15/13-14

4	Anti microbial Painting as per tender specifications	Sq M	3802
5	Ceiling as per tender specification	Sq M	1371
6	Laminar Flow Air System and Exhaust cabinets as per tender Specification		30
7	Peripheral Lighting and Clean Room Lumiaries as per tender Specification	Nos	240
8	Touch screen control panel as per tender Specification	Nos	30
9	LED X ray Viewing Screen as per tender Specification	Nos	30
10	Storage Shelves as per tender Specification	Nos	30
11	Hatch Boxes as per tender Specification	Nos	30
12	Pressure Relief Dampers as per tender Specification	Nos	30
13	Hermetically sealed automated door as per tender Specification	Nos	30
14	Hermetically sealed automated door 01x2.1 mtr as per tender Specification	Nos	30
15	Operating List Board as per tender Specification	Nos	30
16	Air Conditioning duct only within the OT as per tender specifications		30
17	2 Bay Scrub Sink made of 304 grade steel as per tender specifications		18
18	Distribution Box and Internal electrical wiring inside the OT and Provision for connecting to pendants as per tender specifications		30
19	Cable Trays for Electrical and Video as per tender specifications	Nos	30
20	UPS 200 KVA with 30 min battery backup as per tender specifications	Nos	2
21	UPS 100 KVA with 30 min battery backup as per tender specifications	Nos	3
22	Demolition, reconstruction, water proofing, plumbing, repainting and replacement	Ls	1
23	Medical Gas copper pipeline inside the OT and the Provision to connect to Pendant Systems as per tender specifications		1
24	Supply installation testing and commissioning of Medical gas hose assemblies as per tender specifications. Hoses shall be color coded throughout their length as specified in British standards .		500
25	Outlets with probe as per tender specifications-		
26	Oxygen	Nos	30

27	Vacuum	Nos	120
28	Medical Air 4 Bar	Nos	60
29	Surgical Air 7 Bar	Nos	30
30	Nitrous Oxide	Nos	60
31	CO2	Nos	30
32	AGSS	Nos	30
33	Double arm movable pendant for Anesthetist as per tender specifications	Nos	30
34	Double arm movable pendant for Surgeon as per tender specifications	Nos	30
35	OT Light LED with camera as per tender specifications	Nos	30
36	32" Monitor & Recording System as per tender specifications	Nos	20
37	10 KVA Isolation Transformer as per tender specifications	Nos	25
38	25 KVA Isolation Transformer as per tender specifications	Nos	5

<b>BOQ FOR MODULAR OT'S - AIIMS PATNA</b>			
S.N	NAME OF THE ITEMS	UNIT	Qty
1	Prefabricated SS room walls as per tender specification	Sq M	2770
2	PVC Flooring for Modular OT as per tender specification	Sq M	1495
3	Self Levelling Compound as per tender specification	Ls	28
4	Anti microbial Painting as per tender specification	Sq M	4265
5	Ceiling as per tender specification	Sq M	1495
6	Laminar Flow Air System and Exhaust cabinets as per tender specification	Nos	28
7	Peripheral Lighting and Clean Room Lumiaries as per tender Specification	Nos	224
8	Touch screen control panel as per tender Specification	Nos	28
9	LED X ray Viewing Screen as per tender Specification	Nos	28
10	Storage Shelves as per tender Specification	Nos	28
11	Hatch Boxes as per tender Specification	Nos	28
12	Pressure Relief Dampers as per tender specification	Nos	28
13	Hermetically sealed automated door as per tender specification	Nos	28
14	Hermetically sealed automated door 01X2.1Mtr as per tender specification	Nos	28

15	Operating List Board as per tender Specification	Nos	28
16	Air Conditioning duct only within the OT as per tender specification	Ls	28
17	2 Bay Scrub Sink made of 304 grade steel as per Tender specification	Nos	28
18	Distribution Box and Internal electrical wiring inside the OT and Provision for connecting to pendants as per tender specification	Nos	28
19	Cable Trays for Electrical and Video as per tender specification	Nos	28
20	UPS 200 KVA with 30 min battery backup as per tender specification	Nos	2
21	UPS 100 KVA with 30 min battery backup as per tender specification	Nos	3
22	Demolition, reconstruction, water proofing, plumbing, repainting and replacement as per tender specification		1
23	Medical Gas copper pipeline inside the OT and the Provision to connect to Pendant Systems as per tender specification	Ls	1
24	Supply installation testing and commissioning of Medical gas hose assemblies as per tender specification. Hoses shall be color coded throughout their length as specified in British standards.	Mtrs	450
25	Outlets with probe as per tender specification-		
26	Oxygen	Nos	56
27	Vacuum	Nos	112
28	Medical Air 4 Bar	Nos	56
29	Surgical Air 7 Bar	Nos	8
30	Nitrous Oxide	Nos	56
31	CO2	Nos	8
32	AGSS	Nos	28
33	Double arm movable pendant for Anesthetist as per tender specification	Nos	28
34	Double arm movable pendant for Surgeon as per tender specification	Nos	28
35	OT Light LED with camera as per tender specification	Nos	28
36	32" Monitor & Recoding System as per tender specification	Nos	14
37	10 KVA Isolation Transformer as per tender specification	Nos	23
38	25 KVA Isolation Transformer as per tender specification	Nos	5

# Schedule no. 2

## **INTEGRATION AND DATA MANAGEMENT SYSTEM FOR MODULAR OT**

1	DIGITAL DISPLAY MONITOR	
1.1	Should have 2 nos of 32" monitors	
1.2	Monitors should be high-definition medical grade monitor flat panel LED color screen	
1.2	The monitors should be mounted on a boom arm and separate ceiling suspended boom	
1.3	arm for each monitor should supplied	
2	Patch panel for power & signal to be laid down for 32" LCD Monitor at Wall of MOT.	
2	AUDIO-VISUAL COMMUNICATION SYSTEM	
2.1	The operating rooms should be connected to the Conference room for video	
2.1	conferencing and live transmissions. Suitable cable should be laid accordingly (Optional –	
	Rate to be offered separately)The Audio/Video Router system should have the minimum following outputs. The router	
	should be having 12x12 Digital and upgradable to 18x18 (DVI-I/ DVI-D) with open	
2.2	architecture and upgradable to future input / output requirements. The routing system	
	should be able to integrate HD signal (e.g. Room Camera) if available inside OT.	
	Audio – Visual system should receive the signal from different sources like Room camera,	
	Endoscopy camera, Overhead camera, Archiving System, Auxillary devices like C-Arm,	
	Video Microscope, Mobile ultrasound.	
2.3		
	The routing system should allow selection of multiple views for simultaneous	
	transmission in QUAD or PIP format. PACS dedicated PC has to be provided in each OT	
	or suitable system to receive and transmit the PACS from OT.	
	Two loudspeakers shall be installed within the Operating room. 3-Channel Loudspeaker	
2.4	with Digital volume control and Audio mixer and Audio equalizer should be installed at a	
	most suitable place. Suitable cable material and a patch panel should be offered as per	
	the position of the Loudspeaker	
2.5	The surgeon and his team should be able to do Bi-Directional Audio/Video	
	communication from OT to Conference Room.	
	An HD Video Conferencing system should be offered for external communication from	
	the operating room. The system should be able to transfer high quality real time images and audio signals from multipoint at a minimum speed of 2Mbps. The system should be	
2.6	compatible to 1080p full HD resolution for transmission over the ISDN lines or IP	
2.0	Service. The conferencing system should be controlled via the touch screen of the	
	integration system from the OT. Suitable Number / Sets of Transmitters, Receivers and	
	Cables, connectors and accessories should be offered as per the requirement.	
	A telephone system shall be connected to the system and shall allow the surgeon or	
	his assistant to make telephone calls by Dialing from the touch screen. The telephone	
2 7	system should be controlled via the central control panel. An In-ear system should be	
2.7	provided to allow the caller to make discrete telephone conversation. The user can	
	place and/or receive telephone calls by using ceiling mounted directional	
	microphones.	
	Two way communication of Audio & Video should be possible from OT to OT. Two way	
	communication of Audio should be possible from change room of Resident, Sister	
	faculty and sister incharge room	
3	CENTRAL CONTROL SYSTEM	
3.1	Full High Definition 19" or more Medical grade LED monitor should be wall mounted or	

	desk mounted for the display of live transmission of images and video sequences from		
	the Operating Room (eg. images from C arm, endoscope, OR light camera and Microscope)		
3.2	Should have provision to record the images and video sequences from OT.		
5.2	The Full High-Definition Digital Documentation System should be a high-end computer system based on Windows embedded platform (for security purposes) designed		
3.3	specifically for recording, managing, and archiving surgical images and video in native full HD resolution. The captured full high-definition images & videos can be accessed from the hard drive for printing or saving onto multiple forms of external media which includes CD/DVD, USB Flash Drive & Hospital network. <b>It should be able to preview and</b>		
	simultaneously record views from two video sources parallel and archive as single patient file.		
	The system should be integrated with the Central Control System in such a way that		
3.4	the central control system is capable to route any running high-definition surgical videos, which is being recorded in it, onto any display device in an operating room.		
3.5	It should have atleast 1 TB internal Hard Disk Drive (HDD) for in-system archiving. Also, it should have a feature of real time in-procedure DVD burning besides at-the- end procedure DVD burning.		
3.6	Patient and image data should be able to call up and distributed to required monitors in the operating room		
4	HIGH DEFINITION MONITOR FOR IMAGE DATA MANAGEMENT SYSTEM		
4.1	Should have individual high definition medical grade 32" LED monitor, wall mounted (to display images from PACS)		
4.2	Patient and image data should be able to call up and distributed to required monitors in the operating room		
5	CAMERA INSIDE OT'S		
5.1	The bidder should install the room camera inside OTs. Camera should be HD.		
5.2	It should be high speed cameras, with 25X zoom lens, with pan tilt with power supply and reliable strong mounting assembly.		
5.3	It should be integrated to the central control system and it should be controlled via 19" touch screen of integrated system		

## BOQ FOR INTEGRATION 10 HIGH END MODULAR OT'S - AIIMS BHUBANESWAR

S.N	NAME OF THE ITEMS	UNIT	Qty		
1	Digital display monitor 32" HD flat panel Medical grade LED as per tender Specification(2 Nos per OT)	Nos	20		
	32" High Defination Medical Grade wall mounted Monitor as per tender specs	Nos	10		
2	Ceiling arm to mount 32" monitor as per tender specifications	Nos	20		
3	Audio Visual Communication System as per tender Specification	Nos	10		
	Central Control System with 19" HD flat panel LED as per tender Specification.		10		

HLL/PCD/PMSSY/AIIMS-II/15/13-14

	Digital Documentation System integrated with Central Control System. as per tender specifications		
4	Microphone & Camera Inside OT's. Audio-Visual communication from OT to OT as per tender specifications	Set	10
5	Two way Audio communication system from OT to change room of Faculty, Resident and Sister in charge room as per tender specifications	Set	10

	BOQ FOR INTEGRATION FOR 6 HIGH END MODULAR OT'S - AIIMS RAIPUR						
S.N	NAME OF THE ITEMS	UNIT	Qty				
1	Digital display monitor 32" HD flat panel Medical grade LED as per tender Specification(2 Nos per OT)	Nos	12				
	32" High Defination Medical Grade wall mounted Monitor as per tender specs	Nos	6				
2	Ceiling arm to mount 32" monitor as per tender specifications	Nos	12				
	Audio Visual Communication System as per tender Specification						
3	Central Control System with 19" HD flat panel LED as per tender Specification.	Nos	6				
	Digital Documentation System integrated with Central Control System as per tender specifications.						
4	Microphone & Camera Inside OT's. Audio- Visual Communication from OT to OT as per tender specifications	Nos	6				
5	Two Way Audio Communication system from OT to change room of Faculty, Resident and Sister incharge room as per tender specifications	Set	6				

B	BOQ FOR INTEGRATION FOR 10 HIGH END MODULAR OT'S - AIIMS RISHIKESH							
S.N	NAME OF THE ITEMS	UNIT	Qty					
1	Digital display monitor 32" HD flat panel Medical grade LED as per tender Specification(2 Nos per OT)	Nos	20					
2	32" High Defination Medical Grade wall mounted Monitor as per tender specs	Nos	10					
3	Ceiling arm to mount 32" monitor as per tender specifications	Nos	20					
4	Audio Visual Communication System as per tender Specification	Nec	10					
4	Central Control System with 19" HD flat panel LED as per tender Specification.	Nos	10					

	Digital Documentation System integrated with Central Control System as per tender specifications.		
5	Microphone & Camera Inside OT's. Audio- Visual Communication from OT to OT as per tender specifications	Set	10
6	Two Way Audio Communication system from OT to change room of Faculty, Resident and Sister incharge room as per tender specifications	Set	10

	BOQ FOR INTEGRATION 10 HIGH END MODULAR OT'S - AIIMS BHOPAL							
S.N	NAME OF THE ITEMS	UNIT	Qty					
1	Digital display monitor 32" HD flat panel Medical grade LED as per tender Specification(2 Nos per OT)	Nos	20					
	32" High Defination Medical Grade wall mounted Monitor as per tender specs	Nos	10					
2	Ceiling arm to mount 32" monitor as per tender specifications	Nos	20					
	Audio Visual Communication System as per tender Specification							
3	Central Control System with 19" HD flat panel LED as per tender Specification.	Nos	10					
	Digital Documentation System integrated with Central Control System as per tender specifications.							
4	Microphone & Camera Inside OT's. Audio- Visual Communication from OT to OT as per tender specifications	Set	10					
5	Two Way Audio Communication system from OT to change room of Faculty, Resident and Sister incharge room as per tender specifications	Set	10					

	BOQ FOR INTEGRATION 10 HIGH END MODULAR OT'S - AIIMS JODHPUR							
S.N	NAME OF THE ITEMS	UNIT	Qty					
1	Digital display monitor 32" HD flat panel Medical grade LED as per tender Specification(2 Nos per OT)	Nos	20					
	32" High Definition Medical Grade wall mounted monitor as per tender specifications	Nos	10					
2	Ceiling arm to mount 32" monitor	Nos	20					
2	Audio Visual Communication System as per tender Specification		10					
3	Central Control System with 19" HD flat panel LED as per tender Specification.	- Nos	10					

	Digital Documentation System integrated with Central Control System as per tender Specification.		
4	Microphone & Camera Inside OT's. Audio-Visual Communication from OT to OT as per tender Specification	Set	10
5	Two way Audio communication system from OT to change room of Faculty, Resident and Sister in charge room as per tender Specification.	Set	10

	BOQ FOR INTEGRATION 14 HIGH END MODULAR OT'S - AIIMS PATNA						
S.N	NAME OF THE ITEMS	UNIT	Qty				
1	Digital display monitor 32" HD flat panel Medical grade LED as per tender Specification(2 Nos per OT)	Nos	28				
	32" High Defination Medical Grade wall mounted Monitor as per tender specs	Nos	14				
2	Ceiling arm to mount 32" monitor as per tender specifications	Nos	28				
	Audio Visual Communication System as per tender Specification						
3	Central Control System with 19" HD flat panel LED as per tender Specification.	Nos	14				
	Digital Documentation System integrated with Central Control System as per tender specifications.						
4	Microphone & Camera Inside OT's. Audio- Visual Communication from OT to OT as per tender specifications	Set	14				
5	Two Way Audio Communication system from OT to change room of Faculty, Resident and Sister incharge room as per tender specifications	Set	14				

## **WORKS NEED TO BE COMPLETED(MADE FUNCTIONAL) UNDER PHASE-1(i.e, FIRST 200 Days)& PHASE-2(NEXT 100 Days) FOR MOT & OT Integration FOR VARIOUS SITES**

	AIIMS BHUBANESWAR – Ots										
S.NO	FLOOR	FLOOR LOCATION	ROOM DESIGNA	OT DETAILS	ROOM	- PRIORITY	INTEGRA TION				
<b>Dn</b> (0			TION		DIMENSIO N						
1	PLUS (1) LEVEL	S2 BLOCK	OT 1	Trauma OT	6.9 M x 7 M	Phase 1					
2	PLUS (1) LEVEL	S2 BLOCK	OT 2	Trauma OT	6.7 M x 7 M	Phase 1					
3	PLUS (1) LEVEL	S2 BLOCK	OT 3	Trauma OT	7 M x 7 M	Phase 2					
4	PLUS (1) LEVEL	S2 BLOCK	OT 4	Trauma OT	6.5 M x 7 M	Phase 2					
5	PLUS (1) LEVEL	S4 BLOCK	OT 3	Cath Lab / Operation Theatre	8.8 M X 7 M	Phase 2					

HLL Lifecare Limited

6	PLUS (2) LEVEL	S2 BLOCK	DLV. OT 1	Delivery OT	8.8 M X 6.2 M	Phase 1			
7	PLUS (2) LEVEL	S2 BLOCK	DLV. OT 2	Delivery OT	8.8 M X 6.2 M	Phase 1			
8	PLUS (2) LEVEL	S2 BLOCK	SEPTIC OT	Delivery OT	5.8 M x 7 M	Phase 1			
9	PLUS (2) LEVEL	S4 BLOCK	OT 1	Super Speciality OT	8.8 M X 7 M	Phase 2			
10	PLUS (2) LEVEL	S4 BLOCK	OT 2	Super Speciality OT	9.2 M X 7 M	Phase 1			
11	PLUS (2) LEVEL	S4 BLOCK	OT 3	Super Speciality OT	8.8 M X 7 M	Phase 2			
12	PLUS (3) LEVEL	S2 BLOCK	OT 1	Speciality OT	6.9M x 7M	Phase 1			
13	PLUS (3) LEVEL	S2 BLOCK	OT 2	Speciality OT	6.7M x 7M	Phase 1			
14	PLUS (3) LEVEL	S2 BLOCK	OT 3	Speciality OT	7M x 7M	Phase 2			
15	PLUS (3) LEVEL	S2 BLOCK	OT 4	Speciality OT	6.5M x 7M	Phase 2			
16	PLUS (3) LEVEL	S4 BLOCK	OT 1	Super Speciality OT	8.8M X 7M	Phase 1			
17	PLUS (3) LEVEL	S4 BLOCK	OT 2	Super Speciality OT	9.2M X 7M	Phase 1			
18	PLUS (3) LEVEL	S4 BLOCK	OT 3	Super Speciality OT	8.8M X 7M	Phase 2			
19	PLUS (4) LEVEL	S2 BLOCK	OT 1	Speciality OT	6.9M x 7M	Phase 1			
20	PLUS (4) LEVEL	S2 BLOCK	OT 2	Speciality OT	6.7M x 7M	Phase 1			
21	PLUS (4) LEVEL	S2 BLOCK	OT 3	Speciality OT	7M x 7M	Phase 2			
22	PLUS (4) LEVEL	S2 BLOCK	OT 4	Speciality OT	6.5M x 7M	Phase 2			
23	PLUS (4) LEVEL	S4 BLOCK	OT 1	Super Speciality OT	8.8M X 7M	Phase 1			
24	PLUS (4) LEVEL	S4 BLOCK	OT 2	Super Speciality OT	9.2M X 7M	Phase 1			
25	PLUS (4) LEVEL	S4 BLOCK	OT 3	Super Speciality OT	8.8M X 7M	Phase 2			
Note: 7	Those marked a	as Phase-1 needs	s to made funct	tional in the first $\overline{20}$	0 days. Those m	narked as Phase-2 needs to be			
·		•	of MOT wit	th integration in P	hase I is 6 nos.	/ No. of MOT with			
integra	ation in phase	II 4 Nos.							

	AIIMS, Jodhpur (Modified)									
Sl. No.	Location	Room No.	Floor	Department	Room Dimension	Priority	Remarks			
			Second	Septic OT -	6.485 X					
1	D & T Block		Floor	Gynec	6.150	Phase I				
			Second		6.970 X					
2	D & T Block		Floor	Gynec OT	6.335	Phase I				
			Second		6.970 X					
3	D & T Block		Floor	Gynec OT	6.335	Phase I				
4	D & T Block		Second	OT - MTP	5.39 X 6.02	Phase I				

			Floor				
5	D & T Block	OT-1	Fourth Floor		6.74 X 6.925	Phase I	
6	D & T Block	OT-2	Fourth Floor		6.74 X 6.625	Phase I	
7	D & T Block	OT-3	Fourth Floor		6.74 X 6.44	Phase I	
8	D & T Block	OT-4	Fourth Floor		6.74 X 6.97	Phase I	
9	D & T Block	OT-5	Fourth Floor		6.74 X 6.375	Phase I	
10	D & T Block	OT-6	Fourth Floor		6.74 X 6.37	Phase I	4 OTs to
11	D & T Block	OT-7	Fourth Floor		6.74 X 8.24	Phase I	be
12	D & T Block	OT-8	Fourth Floor		6.74 X 8.39	Phase I	integrated,
13	D & T Block	Opthal OT-1	Fourth Floor		6.37 X 4.905	Phase I	
14	D & T Block	Opthal OT-2	Fourth Floor		6.37 X 4.90	Phase I	
15	D & T Block	OT-1	Fifth Floor	Transplant	6.20 X 6.15	Phase 2	
16	D & T Block	OT-2	Fifth Floor	Transplant	6.24 X 6.52	Phase 2	3 OTs to
17	D & T Block	OT-3	Fifth Floor		6.30 X 6.52	Phase 2	be
18	D & T Block	OT-4	Fifth Floor		6.37 X 6.37	Phase 2	integrated
19	D & T Block	OT-5	Fifth Floor		8.24 X 6.37	Phase 2	megrateu
20	D & T Block	OT-6	Fifth Floor		8.24 X 6.37	Phase 2	
21	D & T Block	OT-1	Sixth Floor		7.155 X 6.970	Phase 2	
22	D & T Block	OT-2	Sixth Floor		8.285 X 6.970	Phase 2	2 OTs to be
23	D & T Block	OT-3	Sixth Floor		6.485 X 8.505	Phase 2	integrated
24	D & T Block	OT-4	Sixth Floor		6.855 X 6.97	Phase 2	
25	Trauma Block		Ground Floor	Trauma	6.6 M X 6.5 M	Phase 2	
26	Trauma Block		Ground Floor	Trauma	6.6 M X 6.5 M	Phase 2	
27	Trauma Block		Second Floor	Trauma	6.8 M X 8.0 M	Phase 2	1 OT to be
•	Trauma		Second		5.9 M X 6.1		integrated
28	Block		Floor	Trauma	M	Phase 2	
20	Trauma		Second	Trouma	6.6 M X 9.1	Dhase 1	
29	Block		Floor Second	Trauma	M 6.9 M X 8.1	Phase 2	
30	Trauma Block		Floor	Trauma	Μ	Phase 2	
			to made functio	nal in the first 200	0 days. Those marl	ked as Phase	e-2needs to
be com	pleted in the nex	t 100 days.					

	AIIMS,PATNA- OTs												
				LENG	BREAD		TYPE OF	FLOOR	WALL PANE LLING	CEILING			
SN	ROOM NO	FLOOR	OT NAME	TH	TH	Priority	MOT	AREA	AREA	AREA			
1	HB 2084	GROUND	OBSTETRICS	8.9	6.4	Phase I		56.96	91.8	56.96			
2	HB 2087	GROUND	OBSTETRICS	7	6.8	Phase I		47.6	82.8	47.6			

3	HB 2116	GROUND	EMERGENCY	7	6.8	Phase I		47.6	82.8	47.6
4	HB 2119	GROUND	EMERGENCY	7	6.8	Phase I		47.6	82.8	47.6
5	HB 7003	FIFTH	OT-10	9	7	Phase I	Integrated	63	96	63
6	HB 7008	FIFTH	OT-09	10.1	7	Phase I	Integrated	70.7	102.6	70.7
7	HB 7010	FIFTH	OT-08	10.1	7	Phase II	Integrated	70.7	102.6	70.7
8	HB 7015	FIFTH	OT-07	9	7	Phase II	Integrated	63	96	63
9	HB 7019	FIFTH	OT-01	7	6.8	Phase II	Integrated	47.6	82.8	47.6
10	HB 7022	FIFTH	OT-02	7	6.9	Phase II		48.3	83.4	48.3
11	HB 7027	FIFTH	OT-03	7	6.9	Phase II		48.3	83.4	48.3
12	HB 7030	FIFTH	OT-04	7.1	7	Phase I		49.7	84.6	49.7
13	HB 7035	FIFTH	OT-05	7	6.9	Phase I		48.3	83.4	48.3
14	HB 7038	FIFTH	OT-06	7	6.8	Phase I		47.6	82.8	47.6
15	HB 8003	SIXTH	OT-20	9	7	Phase II	Integrated	63	96	63
16	HB 8008	SIXTH	OT-19	9.8	7	Phase II	Integrated	68.6	100.8	68.6
17	HB 8010	SIXTH	OT-18	9.8	7	Phase II	Integrated	68.6	100.8	68.6
18	HB 8015	SIXTH	OT-17	9	7	Phase II	Integrated	63	96	63
19	HB 8019	SIXTH	OT-11	7	6.8	Phase II	Integrated	47.6	82.8	47.6
20	HB 8022	SIXTH	OT-12	7	6.9	Phase II		48.3	83.4	48.3
21	HB 8027	SIXTH	OT-13	7	6.9	Phase II		48.3	83.4	48.3
22	HB 8030	SIXTH	OT-14	7	6.9	Phase II		48.3	83.4	48.3
23	HB 8035	SIXTH	OT-15	7	6.9	Phase II		48.3	83.4	48.3
24	HB 8038	SIXTH	OT-16	7	6.8	Phase II		47.6	82.8	47.6
25	TB 4023	3rd Floor	ОТ	6.7	6.7	Phase I	Integrated	44.89	80.4	44.89
26	TB 4001	3rd Floor	Septic OT	6.7	6.7	Phase I	Integrated	44.89	80.4	44.89
27	TB 4028	3rd Floor	ОТ	6.7	6.7	Phase I	Integrated	44.89	80.4	44.89
28	TB 5031	4th Floor	Burn OT	6.7	6.7	Phase I	Integrated	44.89	80.4	44.89
								1488.12	2452. 2	
Either Fi	ive OTs in Fifth	floor or Five O	Ts Sixth floor are to	be comp	leted in pha	ase I				

HLL Lifecare Limited

Note: Those marked as Phase-1 needs to made functional in the first 200 days. Those marked as Phase-2needs to be completed in the next 100 days.

# AIIMS RAIPUR OPERATION THEATRE

		<u> </u>			
SN	BLOCK	FLOOR	DIMENSSION	SPECIALITY	TYPE OF MOT
1	HOSPITAL	GROUND	6.7 M x 6.7 M	Phase I	
2	HOSPITAL	GROUND	6.7 M x 6.4 M	Phase I	
3	HOSPITAL	GROUND	6.7M x 6M	Phase II	
4	HOSPITAL	FIRST	7M X 7 M	Phase II	
5	HOSPITAL	FIRST	7M X 7 M	Phase II	
6	HOSPITAL	FIRST	7M X 7 M	Phase II	
7	HOSPITAL	FOURTH	6.7M x 9M	Phase II	Integrated

	i			1	
8	HOSPITAL	FOURTH	6.8 M x 9 M	Phase II	Integrated
9	HOSPITAL	FOURTH	6.8 M x 9.7 M	Phase II	Integrated
10	HOSPITAL	FOURTH	6.8 M x 8.2 M	Phase II	
11	HOSPITAL	FOURTH	6.8 M x 9 M	Phase II	Integrated
12	HOSPITAL	FOURTH	6.8 M x 9 M	Phase II	Integrated
13	HOSPITAL	FOURTH	6.8 M x 8.2 M	Phase II	
14	HOSPITAL	FOURTH	6.8 M x 9.7 M	Phase II	Integrated
15	HOSPITAL	FOURTH	6.8 M x 9 M	Phase II	
16	HOSPITAL	FOURTH	6.8 M x 9 M	Phase II	
17	HOSPITAL	FOURTH	7.1 M x 6.8 M	Phase I	Integrated
18	HOSPITAL	FOURTH	7 M x 6.8 M	Phase I	Integrated
19	HOSPITAL	FOURTH	7.1 M x 6.8 M	Phase I	Integrated
20	HOSPITAL	FOURTH	7 M x 6.8 M	Phase I	
21	HOSPITAL	FOURTH	7 M x 6.8 M	Phase I	
22	HOSPITAL	FOURTH	7.1 M x 6.8 M	Phase I	Integrated
23	HOSPITAL	FOURTH	7 M x 6.8 M	Phase I	
24	HOSPITAL	FOURTH	7.6 M x 6.8 M	Phase I	Integrated
25	HOSPITAL	FOURTH	7 M x 6.8 M	Phase I	
26	HOSPITAL	FOURTH	7.1 M x 6.8 M	Phase I	Integrated

Note: Those marked as Phase-1 needs to made functional in the first 200 days. Those marked as Phase-2needs to be completed in the next 100 days.

			AIIN	<b>AS RISHIKESH</b>	I- OTs		
SN	FLOOR	BLOCK	ROOM DESIG NATIO N	ROOM NO	DIMENSSIO N	SPECIALIT Y	TYPE OF MOT
1	SECOND	HOSPITAL	OT		7.3M x 7.1M		Phase II
2	FIFTH	HOSPITAL	OT		8.1M x 6.9M		Phase I
3	FIFTH	HOSPITAL	OT		8.1M x 6.9M		Phase I
4	FIFTH	HOSPITAL	OT		7.2M x 7.3M		Phase I
5	FIFTH	HOSPITAL	OT		6.9M x 7.3M		Phase I
6	FIFTH	HOSPITAL	OT		10.4M x 8.1M		Phase I
7	FIFTH	HOSPITAL	OT		10.4M x 8.1M		Phase I
8	FIFTH	HOSPITAL	OT		6.9M x 7.3M		Phase I
9	FIFTH	HOSPITAL	ОТ		7.2M x 7.3M		Phase I
10	FIFTH	HOSPITAL	OT		6.8M x 8.1M		Phase I
11	FIFTH	HOSPITAL	ОТ		6.8M x 8.1M		Phase I
12	FIFTH	HOSPITAL	OT		7.2M x 7.3M		Phase II
13	FIFTH	HOSPITAL	OT		6.9M x 7.3M		Phase II
14	FIFTH	HOSPITAL	OT		10.4M x 7.3M		Phase II
15	FIFTH	HOSPITAL	OT		6.9M x 8M		Phase II
16	FIFTH	HOSPITAL	ОТ		6.9M x 8M		Phase II

	GROUN		MINOR		
17	D	OPD	OT	7.3M x 6.9M	Phase II
18	GROUN D	TRAUMA	ОТ	7.3M x 7.2M	Phase II
19	GROUN D	TRAUMA	ОТ	7.3M x 7.1M	Phase II
20	GROUN D	TRAUMA	MINOR OT	6.9M x 7.3M	Phase II
21	SECOND	TRAUMA	OT	7.3M x 10.4M	Phase II
22	SECOND	TRAUMA	OT	7.3M x 6.9M	Phase II
23	SECOND	TRAUMA	OT	7.3M x 7.2M	Phase II
24	SECOND	TRAUMA	OT	7.3M x 6.9M	Phase II
25	SECOND	TRAUMA	ОТ	7.3M x 6.8M	Phase II

Note: Those marked as Phase-1 needs to made functional in the first 200 days. Those marked as Phase-2needs to be completed in the next 100 days. Integrated OT to be done in First Phase - 3 Nos. Speciality Neuro, Ortho, CTVS - 1 each. Balance 7 integration in next 100 days, speciality – Gen. Surgery-2, Ob/gyn-1, ENT-1, Opthalmology-1, Urology-1, Plastic Surgery-1.

# AIIMS Bhopal: All work in same time.

### GENERAL TECHNICAL SPECIFICATIONS

## **GENERAL POINTS:**

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

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

3. Training:

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

- 4. Annual Comprehensive Maintenance Contract (CMC) of subject equipment with Turnkey:
  - a) The cost of Comprehensive Maintenance Contract (CMC) which includes preventive maintenance including testing & calibration as per technical/ service /operational manual of the manufacturer, labour and spares, after satisfactory completion of Warranty period may be quoted for next 5 years on yearly basis for complete equipment (including Batteries for UPS, other vacuumatic parts wherever applicable) and Turnkey (if any). The supplier shall visit each consignee site as recommended in the manufacturer's technical/ service /operational manual, but at least once in six months during the CMC period
  - b) The cost of CMC may be quoted along with taxes applicable on the date of Tender Opening. The taxes to be paid extra, to be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later.
  - c) Cost of CMC will be added for Ranking/Evaluation purpose. The same will be taken at Net Present Value with a 10% discounting factor each year.
  - d) The payment of CMC will be made on six monthly basis after satisfactory completion of said period, duly certified by end user on receipt of bank guarantee for 2.5 % of the cost of the equipment as per Section XV valid till 2 months after expiry of entire CMC period.
  - e) There will be 98% uptime warranty during CMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CMC period by double the downtime period.
  - f) During CMC period, the supplier is required to visit at each consignee's site at least once in 6 months commencing from the date of the successful completion of warranty period for preventive maintenance of the goods.
  - g) All software updates should be provided free of cost during CMC.
  - h) Failure of the above [4. e) to 4. g)] by the supplier, may lead to the forfeiture of the Bank Guarantee for Annual CMC.
  - i) The payment of CMC will be made as stipulated in GCC Clause 21.

### Turnkey:

Turnkey is indicated in the technical specification of the respective items, wherever required. The Tenderer shall examine the existing site where the equipment is to be installed, in consultation with HOD of Hospital/Institution/Medical College concerned. Turnkey details of each Hospital/Institution/Medical College are given at the end of Technical Specification. The Tenderer to quote prices indicating break-up of prices of the Machine and Turnkey Job of each Hospital/Institution/Medical College. The Turnkey costs may be quoted in Indian Rupee will be added for Ranking Purpose.

The taxes to be paid extra, to be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such duties and taxes and no claim for the same will be entertained later.

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

# 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
  - Test certificate held
    - a . type test
      - b . BIS/ISO certification
    - c . any other
- 08 Details of staff

07

- a. technical
- b skilled
- c unskilled

### Signature and seal of the Tenderer

# Section-IX

# **<u><b>Oualification Criteria**</u>

- 01. **Status:** The Bidder should be a Manufacturer or its authorized Agent.
- 02. **Turnover:** Eligible Bidders should have an average annual turnover in the consequetive past three financial years (2011-12, 2012-13, 2013-14) as mentioned in **Eligibility Table.** The turnover requirement is, caluculated considering estimated cost and delivery/completion period. Bidder has to meet turnover requirement depending upon no of schedules/subschedule for which bid is submitted. Turnover criteria has to be met on cumulative basis if bid is submitted for multiple schedules/subschedules.
- 03. **Minimum Work of Similar Nature: Eligible** bidders should have successfully executed globally in last five years from the date of tender opening, similar turnkey project of the same manufacturer product of value ,equivalent to exceeding 50% of the estimated tender value. Out of total 50% value , atleast one single order similar work of minimum 10% value of the same manufacturer product should have been excecuted in India. The detials of reuirement of MWSN (minimum work of similar nature) for different schedules, multiple schedules are mentioned in **Eligibility Table.** The value of the executed works shall be brought to the current costing level by enhancing the actual value of work at simple rate of 7% per annum, calculated from the date of completion to last date of receipt of applications for tenders.

**Example/Clarification** : Similar Project means for MOT means MOT/ Integration means MOT integration meeting major technical parameters of the current BOQ floated in the tender enquiry document.

- 04. **Maximum Work Allocation:** Notwithstanding its eligibility for more maximum only three sites could be allocated to a bidder. In case the bidder became L1 in more than three sites and was also meeting eligibility, the decision regarding award of work for remaining sites would be taken on the basis of least cost method to the purchaser.
- **05.** Solvency Certificate: Eligible bidders should submit a solvency certificate of not less than 30% of the estimated value of work from a Nationalized / Scheduled bank. If the bid is submitted for multiple schedules/subschedules, the bidder has to meet as per the details given in Eligibility Table. In case of a foreign bidder the solvency certificate can be submitted from a branch of a foreign bank having banking operations in India.
- 06. Office in India:- The bidder must have office/offices in India at the time of submitting bid. Proof of having office in India must be submitted along wih the bid.
- 07. **Financial Status:** Eligible Bidders should not have incurred any loss in more than 2 years during the last five years ending 31<sup>st</sup> March 2013. Audited Profit & Loss account and Balance Sheet ( duly notarized copies) for the immediate last five consecutive financial years should be submitted along with the bid
- 08. **Manufacturer Authorization:** Eligible bidders should submit a mandatory letter of authority from the Foreign Principal / Manufacturer, mentioning country of origin with name of manufacturing company for major products quoted by them.
- 09. **Bid for Complete Schedule/Part Schedule:** Bidder cannot choose to submit bid for part schedule/part sub schedule. If the bid is submitted for part schedule/sub schedule, the same will be termed as non- responsive. A bidder intending to get qualified and be considered for award of work for more than one schedule , will be

required to meet the above qualification criteria on cumulative basis related to experience as well as financials, for such number of schedules.

### **Eligibility Table**

### For MOT:-

Sch No.	Qty Per AIIM S	Estimat ed Cost Rs. Cr.	EMD Rs. Cr.	Turnove	r ( Rs. Cr)	similar nature in proje India of the same years manufacturer manu		-	last five the same	30% of the estimated tender value Rs. Cr		
				Averag e Annual Turnov er Rs. Cr	Cumulativ e Average Annual Turnover Rs. Cr.	Single order value of the same manufa cturer of last five years Rs. Cr	Single order value of the same manufactu rer cumulative of last five years Rs. Cr	Similar project in last five years Rs. Cr.	Similar Project of last five years cumulativ e Rs. Cr.	Solvency of atleast30 % of the estimate d tender value Rs. Cr	Solvency of atleast 30% of the estimated tender value Rs. Cr	
Bhu ban esw ar	25	28.00	0.56	8.40	8.40	2.80	2.80	14	14	8.4	8.4	
Rai pur	26	28.00	0.56	8.40	16.8	2.80	5.60	14	28	8.4	16.8	
Rish ikes h	25	28.00	0.56	8.40	25.2	2.80	8.40	14	42	8.4	25.2	
Jod hpu r	30	28.00	0.56	8.40	33.6	2.80	11.20	14	56	8.4	33.6	
Bho pal	24	28.00	0.56	8.40	42.0	2.80	14.00	14	70	8.4	42.0	
Pat na	28	28.00	0.56	8.40	50.4	2.80	16.80	14	84	8.4	50.4	

*Note:* The bidders have to quote for all the schedules while quoting. Say if the bidder is quoting for MOT the bidders have to quote for all six schedules. The purchaser will have the right to award the

work to any site as per the eligibility and to the best benefit of the exchequer. however in case a Bidder intending to get qualified in more than one schedule they should submit EMD accordingly. The bidder must quote for all six schedules mandatorily, otherwise his bids will be summarily rejected. Notwithstanding the bidders eligibility the maximum work allocated to a bidder will be restricted to three. In case the bidder became L1 in more than three sites and was also meeting eligibility, the decision regarding award of work for remaining sites would be taken on the basis of least cost method to the purchaser.

### For OT Integration Part:-

Sch No.	Qty Per AIIMS	Esti mat ed Cos t Rs. Cr.	EMD Rs. Cr.	Turnover ( Average Annual Turnover Rs. Cr	Rs. Cr) Cumu lative Avera ge Annu al Turno ver Rs. Cr.	same r product	n work of ature of the manufacturer executed in per quoted Single order value of the same manufactur er cumulative of last five years Rs. Cr	50% of the project in years of the manufacture product of quoted Globally Similar project in last five years of the same manufactu rer product Rs. Cr.	last five ne same	Solvency least 30 the est tender Rs. Cr Solvenc y of atleast 30% of the estima ted tender value Rs. Cr	0% of
Bhuban eswar	10	6	0.12	1.80	1.80	0.60	0.60	3	3	1.8	Rs. Cr 1.8
Raipur	12	6	0.12	1.80	3.60	0.60	1.20	3	6	1.8	3.6
Rishikes h	10	6	0.12	1.80	5.40	0.60	1.80	3	9	1.8	5.4
Jodhpur	10	6	0.12	1.80	7.20	0.60	2.40	3	12	1.8	7.2
Bhopal	10	6	0.12	1.80	9.00	0.60	3.00	3	15	1.8	9.0
Patna	14	6	0.12	1.80	10.80	0.60	3.60	3	18	1.8	10.8

*Note:* The bidders have to quote for all the schedules while submitting bids. Say, if a bidder is quoting for MOT ,the bidder has to quote for all six schedules, i.e. for all six AIIMS. The purchaser will have the right to award the work for any site considering bidders eligibility, considering best benefit ( Least Cost) to the purchaser. However, in case a Bidder intending to get qualified in more than one schedule they should submit EMD accordingly for such number of schedules on cumulative basis. Thus, the bidder must quote for all six schedules mandatorily, **otherwise their bid will be summarily rejected**. Notwithstanding the bidders eligibility ,**the maximum work to be awarded to a bidder will be restricted to three sites** (AIIMS) , even if the bidder is meeting eligibility criteria for more than three sites. In case a bidder is eligible for more than three sites and also becomes L1 for more than three sites, the decision regarding award of work for three sites will be taken on the basis of least cost method to the purchaser.

Least Cost Method: - Least cost method to the purchaser means award of work that has least cost to the purchaser.

	Example No	o.1	(1)	(11)	(111)	(IV)	(V)	(VI)
	Bidders		BHUBANESWAR	BHOPAL	JODHPUR	PATNA	RAIPUR	RISHIKESH
	Qualified in No. of schedules	L1 for sites (Nos.)	Rs. Cr	Rs. Cr	Rs. Cr	Rs. Cr	Rs. Cr	Rs. Cr
À	1	1	14	15	16	19	18	12
В	3	2	12	13	18	18	15	14
С	1	1	16	14	15	16	13	18
D	2	2	18	17	14	15	16	13
Е	1	-	15	20	17	21	19	16
F	3	-	13	14	16	17	14	15
L1	L1 bidder and cost Sch. Wise		B (12)	B(13)	D(14)	D(15)	C(13)	A(12)
	Award to Bio based on least		B(12)	B(13)	D(14)	D(15)	C(13)	A(12)

### Sample Examples:

In this example, the no(s) of schedules for which each bidder is L1 is equal to or less than the no. of schedules for which it is qualified. Therefore, Bidders will be awarded the work on L1 basis for each schedule as per the above table.

	Example N	o.2	(I)	(11)	(111)	(IV)	(V)	(VI)
	Bidders		BHUBANESWAR	BHOPAL	JODHPUR	PATNA	RAIPUR	RISHIKESH
	Qualified L1 for in No. of sites							
	schedules	(Nos.)	Rs. Cr	Rs. Cr	Rs. Cr	Rs. Cr	Rs. Cr	Rs. Cr
А	1	1	14	15	16.5	19	18	12
В	3	2	12	13	18	18	15	14
С	1	1	16	14	17.5	16.5	13	18
D	1	2	18	17	14	15	16	13

Е	1	-	15	20	17	21	19	16
F	3	-	13	14	16	16	14	15
L1b	L1bidder and cost Sch.							
	Wise		B (12)	B(13)	D(14)	D(15)	C(13)	A(12)
	Award to Bidder (based on least cost)		B(12)	B(13)	D(14)	F(16)	C(13)	A(12)

Bidder D is eligible for only one site. However, D is L1 for two sites, i.e. Jodhpur and Patna.

Case 1: D(L1) for Jodhpur and F(L2) for Patna=(14+16)=30.

Case 2: D(L1) for Patna and F(L2) for Jodhpur=(15+16)=31.

Thus, by least cost method, D will be awarded Jodhpur and F will be awarded Patna.

	Example No	.3	(1)	(11)	(111)	(IV)	(V)	(VI)
	Bidders		BHUBANESWAR	BHOPAL	JODHPUR	PATNA	RAIPUR	RISHIKESH
	Qualified in No. of schedules	L1 for sites (Nos)	Rs. Cr	Rs. Cr	Rs. Cr	Rs. Cr	Rs. Cr	Rs. Cr
А	1	1	14	15	16.5	19	18	12
В	3	2	12	13	18	18.5	15	14
С	1	1	16	14	15	15.5	13	18
D	1	2	18	17	14	15	16	13
Е	1	-	15	20	17	21	19	16
F	3	-	13	14	16	18	14	15
L1bio	dder and co Wise	st Sch.	B(12)	B(13)	D(14)	D(15)	C(13)	A(12)
	ward to Bid sed on least		B(12)	B(13)	D(14)	C(15.5)	F(14)	A(12)

Bidder D is eligible for only one site. However, D is L1 for two sites, i.e. Jodhpur and Patna. Case 1: D(L1) for Jodhpur, C(L2) for Patna and F(L2) for Raipur=(14+15.5+14)=43.5. Case 2: C(L2) for Jodhpur, D(L1) for Patna and F(L2) for Raipur=(15+15+14)=44. Case 3: D(L1) for Jodhpur, F(L3) for Patna and C(L1) for Raipur=(14+18+13)=45. Case 4: F(L3) for Jodhpur, D (L1) for Patna and C (L1) for Raipur=(16+15+13)=44 Thus, by least cost method, D will be awarded jodhpur, C will be awarded Patna and F will be awarded Raipur.

E	Example No.4		(I)	(11)	(111)	(IV)	(V)	(VI)
	Bidders		BHUBANESWAR	BHOPAL	JODHPUR	PATNA	RAIPUR	RISHIKESH
	Qualified in No. of schedules	L1 for sites (No)	Rs. Cr	Rs. Cr	Rs. Cr	Rs. Cr	Rs. Cr	Rs. Cr
А	1	-	14	15	16.5	19	18	19
В	3	2	12	13	18	18	22	15
С	1	-	16	14	14.5	16.5	20	18
D	5	4	18	17	14	15	14	13

E	1	-	15	20	17	21	19	16
F	3	-	13	14	16	17	21	14
L1bid	L1bidder and cost Sch. Wise		B(12)	B(13)	D(14)	D(15)	D(14)	D(13)
Award to Bidder (based on least cost)		B(12)	B(13)	C(14.5)	D(15)	D(14)	D(13)	

Note: As per terms and conditions of the bidding document, maximum three sites can be awarded to a bidder. In the present case bidder D is eligible for 4 sites and is L1 for 4, however since maximum three sites can be awarded to D the award will be on least cost basis.

Case 1: D(L1) for Jodhpur, D(L1) for Patna, D(L1) for Raipur and F(L2) for Rishikesh=(14+15+14+14)=57 Case 2: D(L1) for Jodhpur, D(L1) for Patna, A(L2) for Raipur and D(L1) for Rishikesh=(14+15+18+13)=60 Case3: D(L1) for Jodhpur, C(L2) for Patna, D(L1) for Raipur and D(L1) for Rishikesh=(14+16.5+14+13)=57.5 Case 4: C(L2) for Jodhpur, D(L1) for Patna, D(L1) for Raipur and D(L1) for Rishikesh=(14.5+15+14+13)=56.5

Thus, by least cost method, C will be awarded Jodhpur and D will be awarded Patna, Raipur and Rishikesh

The above are only sample examples and do not cover all situations. In any and all situations the method and principle of least cost to the purchaser will be followed.

### Notes:

In support of 2 (a), the bidder shall furnish Performance statement in the enclosed Proforma 'A'.

The bidder shall furnish Satisfactory Performance Certificate in respect of above, duly translated in English and duly endorsed by country embassy with counter endorsement of Indian embassy in the country of origin, alongwith the tender .

- 1. The bidder shall furnish a brief write-up, along with adequate data explaining and establishing his available capacity/capability (both technical and financial) to perform the Contract (if awarded) within the stipulated time period, after meeting all its current/present commitments. The Tenderer shall also furnish details of Equipment and Quality Control in the enclosed Section VIII.
- 2. Notwithstanding anything stated above, the Purchaser reserves the right to assess the Tenderer's capability and capacity to perform the contract satisfactorily before deciding on award of Contract, should circumstances warrant such an assessment in the overall interest of the Purchaser.
- 3. The Purchaser reserves the right to ask for a free demonstration of the quoted equipment at a pre determined place acceptable to the purchaser for technical acceptability as per the tender specifications, before the opening of the Price Tender.

### PROFORMA 'A' PROFORMA FOR PERFORMANCE STATEMENT

(For the period of last five years)

Tender Reference No.	:
Date of opening	:
Time	
Name and address of the Tenderer	:
	·

:

Name and address of the manufacturer

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

We hereby certify that if at any time, information furnished by us is proved to be false or incorrect, we are liable for any action as deemed fit by the purchser 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 crossreference 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 supplied to AIIMS, PGIMER, JIPMER, Institute of National importance for the specific model quoted along with the price bid.

# Section – X TENDER FORM

То

Date\_\_\_\_\_

# Head (P&CD), HLL Lifecare Limited, Procurement and Consultancy Division, B-14 A, Sector - 62, Noida -201307, Uttar Pradesh

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 supply and deliver\_\_\_\_\_\_ (*Description of goods and 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 supply the goods and perform the services as mentioned above, in accordance with the delivery schedule specified in the List of Requirements.

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

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

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

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

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

(Signature with date)

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

HLL Lifecare Limited

## <u>SECTION – XI PRICE SCHEDULE</u> PRICE SCHEDULE FOR DOMESTIC GOODS OR GOODS OF FOREIGN ORIGIN LOCATED WITHIN INDIA

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

Note: -

A)

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

Name\_\_\_\_\_

Business Address\_\_\_\_\_

Signature of Tenderer\_\_\_\_\_

Seal of the Tenderer\_\_\_\_\_

HLL/PCD/PMSSY/AIIMS-II/15/13-14

Place:

Date: \_\_\_\_\_

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

1	2	3	4		5								
Schedul e	Brief Description	Country of Origin	Quantity (Nos.)		<b>T</b> 1'	NT .	Price per uni				Total priv	Total price on CIP	
	of Goods	C		FOB price at port/ airport of Lading	Indian Agency Commission (% of FOB)**	Net FOB	Freight & Insurance (port of	Unit Price on CIP namedIncidental Services (including Installation & Commissioning, Supervision,		Extended Insurance (local transportation and storage) from port of entry to the consignee site for a	Named Destin	Port of nation 5 (e)	
							loading to port of entry) and other Incidental costs		Demonstration and Training) at the Consignee's site**	period including 6 months beyond date of delivery**	In foreign currency	In Indian Rupees	
					(a)	(b)	(c)	(d)	(e)	(f)	4*d	4*(a+e+f)	

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

(A) Total Tender price in foreign currency: In words:

(B) Total Tender price in Indian Rupees: In words:

Note: -

- 1. If there is a discrepancy between the unit price and total price THE UNIT PRICE shall prevail.
- 2. The charges for Annual CMC after warranty shall be quoted separately as per Section XI Price Schedule C
- 3. The Tenderer will be fully responsible for the safe arrival of the goods at the named port of entry in good condition as per terms of CIP as per INCOTERMS, if applicable
- 4. Custom duty @ 11.64% and 2% C& F charges will be added to the CIP price to arrive at the DDP price for evaluation purpose.

#### **Indian Agent:**

Indian Agency Commission - \_\_\_% of FOB Signature of Tenderer

Place: Date:		Name         Business Address         Signature of Tenderer         Seal of the Tenderer
HLL/PCD/PMSSY/AIIMS-II/15/13-14	Page No.93	Dated 03.03.2014

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

1	2	3	4		5	6		
Schedule No.	BRIEF DESCRIPTION OF GOODS	QUANTITY. (Nos.)	Maint	Annual Comprehensive Maintenance Contract Cost for Each Unit year wise*.1st2nd3rd4th5th		Total Annual Comprehensive Maintenance Contract Cost for Each Unit for 5 years (4a+4b+4c+4d+4e)	Annual Comprehensive Maintenance Contract Cost for 05 years (3 x 5)	

#### \* After completion of Warranty period

### NOTE:-

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

Name\_\_\_\_\_ Business Address\_\_\_\_\_ Signature of Tenderer\_\_\_\_\_ Seal of the Tenderer\_\_\_\_\_

Place:	
Date:	

### D) PRICE SCHEDULE FOR TURNKEY/ OTHER SERVICES:-

Schedule No.	BRIEF TURNKEY DESCRIPTION OF GOODS	CONSIGNEE CODE	Price ( Rs.)

Note: -

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

Name
Business Address
Signature of Tenderer
Seal of the Tenderer

Place: \_\_\_\_\_\_

Date: \_\_\_\_\_

# SECTION – XII QUESTIONNAIRE

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

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

# **SECTION – XIII**

# **BANK GUARANTEE FORM FOR EMD**

Whereas			(hereinafter cal	led the "T	ender	er") has submit	tted it	ts quot	ation	dated
		for the su	upply of			(hereinafte	er cal	led th	e "ten	der")
against the	e purchaser's	tender enq	uiry No			_ Know all per	sons	by the	se pre	sents
that we			of			(Hereina	fter c	alled t	he "Ba	ank")
having ou	r registered	office at						are b	ound	unto
			_ (hereinafte	r called	the	"Purchaser)	in	the	sum	of
		for	which payme	nt will and	l truly	to be made to	the sa	aid Pu	rchase	r, the
Bank bind	s itself, its su	uccessors a	and assigns by	these pres	ents.	Sealed with the	e Cor	nmon	Seal c	of the
said Bank	this	_day of	20	The condi	itions (	of this obligation	on are	:		

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

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

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

(Signature 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

### To be enclosed with Techno-Commercial Bid

### ANNEXURE-A

### BIDDER PARTICULARS

- 1. Name of the Bidder
- 2. Address of the Bidder :
- 3. Name of the Manufacturer (s)  $% \left( {{{\bf{s}}_{\rm{s}}}} \right)$  :
- 4. Address(es) of the Manufacturer :

:

5. Name and address of the person: To whom all references shall be Made regarding this tender inquiry.

Telephone: Telex : Fax : E-mail address : Witness:

Signature

Name Address Designation Company Date Company Seal To be enclosed with Techno-Commercial Bid

### ANNEXURE-B

### UNDERTAKING

To,

Sir,

Having examined the Bidding Documents of Tender No. undersigned offer to supply, install, commission, operate maintain and we undertake, if our bid is accepted, to complete delivery of all the items specified in the contract within\_\_\_\_\_weeks calculated from the date of receipt of your Notification of Award and to complete the installation, testing commissioning\_\_\_\_\_

### Signature and Seal

(In the capacity of)

Only Authorized to sign bid for and on behalf of

### To be enclosed with Techno-Commercial Bid

### ANNEXURE-C

### **BIDDER PROFILE**

### A. General Information:

(i) Location of Corporate Headquarters : (ii) Date and Country of Incorporation : (iii) Manufacturing Facility (S) Location Size Capacity (iv) No. of Service Facility(S) in India Location Strenath Area Covered (v) Average yearly turnover for last three years: (vi) Geographical Distribution of the Supplier : No. of Offices Locations Staff strength (vii) Total No. of installations of the system offered. (viii) No. of Employees Total No. Manufacturing R&D (If any) Hardware Maintenance Software

B. Reference of Major installation with similar products (attach documents in support, if available) \_\_\_\_\_S. No. Customer Name, Address Product Description

Telephone Fax Number (No. of Machines installation year wise).

Date.....

Signature and seal of bidder

# **SECTION – XIV**

### MANUFACTURER'S AUTHORISATION FORM

Head (P&CD), HLL Lifecare Limited, Procurement and Consultancy Division B-14 A, Sector -62, Noida -201307, Uttar Pradesh

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]

- <u>Note</u>: 1. This letter of authorisation should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.
  - 2. Orginal Letter may be sent. Photocopy not acceptable.

# SECTION – XV

# BANK GUARANTEE FORM FOR PERFORMANCE SECURITY/ CMC SECURITY

Head (P&CD),

HLL Lifecare Limited, Procurement and Consultancy Division B-14 A, Sector -62, Noida -201307, Uttar Pradesh

WHEREAS \_\_\_\_\_\_ (Name and address of the supplier) (Hereinafter called "the supplier") has undertaken, in pursuance of contract no\_\_\_\_\_\_ dated

\_\_\_\_\_\_to supply (description of goods and services) (herein after called "the contract"). AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognised by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

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

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

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

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

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

(Signature with date of the authorised officer of the Bank) Name and designation of the officer

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

### To be enclosed with Techno-Commercial

### <u>ANNEXURE</u>

# PROFORMA OF GUARANTEE FOR SUPPLY OF SPARES DURING POST WARRANTY PERIOD

To,

•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	
•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	
•		•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	

Sub: Tender No.....

Dear Sir,

In consideration of the (hereinafter referred to as "Purchaser" which expression shall unless repugnant to the context or meaning thereof include its successors. administrators assignees) having awarded to M/s.... with its Registered/Head and shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assignees), a contract by issue of the Purchaser's letter of Award no...... dated entering into a formal contract to that effect with the Purchaser on ...... vide agreement dated...... (hereinafter referred to as the contract).

We the supplier hereby give a guarantee for the supply of all necessary spares demanded for the routine and emergency maintenance of being supplied by us to for a period of not less than 5 years after the warranty period of 5 years and life time spares thereafter in case asked for by the purchaser.

We further clarify that for the first 5 years i.e. warranty period of 5 years, we are covered by the warranty clause as mentioned. For the remaining period of 5 Years and thereafter for the life time, a detailed list of spares will be supplied to the purchaser for the purpose of enabling him to decide spares needed for routine and emergency maintenance.

(Signature) Name: For & on behalf of M/s....

# **SECTION – XVI**

# **CONTRACT FORM - A**

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

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

\_\_\_\_\_ dated Contract No This is in continuation to this office's Notification of Award No dated

1. Name & address of the Supplier: \_\_\_\_\_

2. Purchaser's TE document No\_\_\_\_\_ dated\_\_\_\_ and subsequent Amendment No\_\_\_\_\_, dated\_\_\_\_\_ (if any), issued by the purchaser

- 3. Supplier's Tender No\_\_\_\_\_ dated\_\_\_\_\_ and subsequent communication(s) \_\_\_\_\_ dated \_\_\_\_\_ (if any), exchanged between the supplier and the purchaser in No connection with this tender.
- 4. In addition to this Contract Form, the following documents etc, which are included in the documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as integral part of this contract:
  - (i) General Conditions of Contract;
  - (ii) Special Conditions of Contract;
  - (iii) List of Requirements;
  - (iv) Technical Specifications:
  - (v) Quality Control Requirements;
  - (vi) Tender Form furnished by the supplier;
  - (vii) Price Schedule(s) furnished by the supplier in its tender;
  - (viii) Manufacturers' Authorisation Form (if applicable for this tender);
  - (ix) Purchaser's Notification of Award

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

- 5. Some terms, conditions, stipulations etc. out of the above-referred documents are reproduced below for ready reference:
  - (i) Brief particulars of the goods and services which shall be supplied/ provided by the supplier are as under:

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

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'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's/Consignee's authorised official) For and on behalf of\_\_\_\_\_

Received and accepted this contract

(Name and address of the supplier)

(Seal of the supplier)
Date:

Place: \_\_\_\_\_

# **CONTRACT FORM – B**

### **CONTRACT FORM FOR ANNUAL COMPREHENSIVE MAINTENANCE CONTRACT**

Annual CM Contract No Between	_ dated
(Address of Head of Hospital (AIIMS)	
And	

(Name & Address of the Supplier)

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

In continuation to the above referred contract

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

1	2	3			4			5	6
Schedule No.	BRIEF DESCRIPTION OF GOODS	QUANTITY. (Nos.)	ComprehensivecomMaintenance ContractmaintenanceCost for Each Unitfor 5 group			ract	Total annual comprehensive maintenance contract for 5 years for each unit for 5 years	Total Annual Comprehensive Maintenance Contract Cost for 5 Years	
	OF GOODS		1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>r</sup> d	4 <sup>th</sup>	$5^{\rm th}$		[3 x (4a+4b+4c+4d+4e)
			a	b	С	D	e		]
								4a+4b+4c+4d+4e	(3*5(4a+4b+4c+4 d+4e)

Total value (in figure) \_\_\_\_\_ (In words) \_\_\_\_\_

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

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

### (Signature, name and address of Hospital (AIIMS) authorised official) For and on behalf of\_\_\_\_\_

Received and accepted this contract

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

(Name and address of the supplier)

(Seal of the supplier)

Date: \_\_\_\_\_

Place:

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

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

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

## SECTION – XVIII Proforma of Final Acceptance Certificate by the Consignee

No	Date
То	
M/s	
Subject:	Certificate of commissioning of equipment/plant.

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

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

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

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

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

The supplier has fulfilled its contractual obligations satisfactorily ## or

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

- a) He has not adhered to the time schedule specified in the contract in dispatching the documents/ drawings pursuant to 'Technical Specifications'.
- b) He has not supervised the commissioning of the equipment(s)/plant(s)in time, i.e. within the

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

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

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

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

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

(Signature) (Name) (Designation with stamp)

### **##** Explanatory notes for filling up the certificate:

- i) He has adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to 'Technical Specification'.
- ii) He has supervised the commissioning of the equipment(s)/plant(s) in time, i.e. within the time specified in the contract from date of intimation by the Purchaser/Consignee in respect of the installation of the equipment(s)/plant(s).
- iii) Training of personnel has been done by the supplier as specified in the contract.
- iv) In the event of documents/drawings having not been supplied or installation and commissioning of the equipment(s)/plant(s) having been delayed on account of the supplier, the extent of delay should always be mentioned in clear terms.

# SECTION – XIX ANNEXURES

## DETAILS OF SHIPPING ARRANGEMENT FOR LINER CARGOES IN RESPECT OF C & F/CIF/TURNKEY/F.O.R CONTRACTS FOR IMPORTS

### 1. (a) SHIPMENT FROM PORTS OF U.K INCLUDING NORTHERN IRELAND (ALSO EIRE), FROM THE NORTH CONTINENT OF EUROPE (GERMANY, HOLLAND, BELGIUM, FRANCE, NORWAY, SWEDEN, DENMARK, FINLAND AND PORTS ON THE CONTINENTAL SEABOARD OF MEDITERRANIAN (I.E. FRENCH WESTERN ITALIAN PORTS), TO PORTS IN INDIA.

The Seller should arrange shipment of the goods by vessels belonging to the member lines of the India-Pakistan-Bangladesh Conference. If the Seller finds that the space on the 'Conference Lines' vessels is not available for any specific shipment, he should take up with India-Pakistan-Bangladesh Conference. Conferity House, East Grinstead, Sussex (UK), for providing shipping space and also inform the Shipping Co-ordination Officer, Ministry of Surface Transport, New Delhi, (Cable: TRANSCHART, NEW DELHI, Telex: VAHAN IN – 031 - 61157, 61158, 61159)

The Seller should arrange shipment through the Government of India's Forwarding Agents, M/s Schenker & Co., 2000-Hamburg (Cable: SCHENKER CO., HAMBURG) OR obtain a certificate from them to the effect that shipment has been arranged in accordance with instructions of the Ministry of Surface Transport, (TRANSCHART), New Delhi.

### (b) SHIPMENT FORM PORTS OF U.K. INCLUDING NORTHERN

Goods under this contract would be shipped by the national shipping companies of the Contracting Parties operating bilateral shipping service and vessels under the flag of third countries in accordance with the Agreement between the Government of German Democratic Republic and the Government of the Republic of India in the Field of Merchant Shipping signed on 9.1.1979, as amended up-to-date.

### (c) ISHIPMENT FROM ADRIATIC PORTS OF EASTERN ITALY AND YUGOSLAVIA

The seller should arrange shipment of the goods by vessels belonging to the following Indian member lines;

- 1. The Shipping Purchaser of India Ltd.
- 2. The Scindia Steam Navigation Co., Ltd
- 3. India Steamship Co., Ltd

For the purpose of ascertaining the availability of suitable Indian vessels and granting dispensation in the event of their non-availability, the Seller should give adequate notice about the readiness of each consignment from time to time at least six weeks in advance of the required position to M/s Schenker & Co. 2000 HAMBURG (Cable: SCHENKER CO., HAMBURG) and also endorse a copy thereof to the Shipping Co-ordination Officer, Ministry of Surface Transport, New Delhi, (Cable: TRANSCHART, NEW DELHI, Telex: VAHAN IN – 031 – 61157, 61158, 61159)

Annexure 1

The seller should arrange shipment through the Government of India's Forwarding Agents M/s Schenker & Co. 2000 HAMBURG (Cable: SCHENKER CO., HAMBURG) or obtain certificate from them to the effect that shipment has been arranged in accordance with the instructions of the Ministry of Surface Transport, (TRANSCHART), New Delhi.

### (d) SHIPMENT FROM POLAND & CZECHOSLOVAKIA

### (i) IMPORTS FROM POLAND

Shipment under this contract would be made by the National flag lines of the two parties and vessels of the third flag conference lines, in accordance with the agreement between the Govt. of the Republic of India and the Govt. of the Polish People's Republic regarding Shipping Co-operation dated 27.6.1960 as amended up-to-date.

### (ii) IMPORTS FROM CZECHOSLOVAKIA

Goods under this contract would be signed by the National flag lines of the two parties and vessels of the third flag conference lines, in accordance with the Agreement Co-operation in shipping between India and Czechoslovakia signed on 3.11.1978 and ratified on 19.12.1979, as amended up-to-date.

Shipping arrangement should be made by the Sellers in consultation with Resident Representative of the Indian Shipping Lines in Gdynia, Co., Morska Agencja W. Gdyniul, Pulaskiego 8, P.O. Box 246, Gdynia (Poland) – Telex : MG PL. 054301, Tel.: 207621, to whom details regarding contract number, nature of cargo, quantity, port of lading, discharging, name of Government consignee, expected date of readiness of each consignment etc. should be furnish at least six weeks in advance of the required position, with a copy thereof endorsed to the Shipping Co-ordination Officer, Ministry of Surface Transport, (Chartering Wing), New Delhi, (Cable: TRANSCHART, NEW DELHI, Telex: VAHAN IN -031 - 61157, 61158, 61159)

### (e) SHIPMENT FROM U.S.S.R

Shipment under this contract should be made in accordance with the agreement between the Government of the Republic of India and the Government of U.S.S.R on Merchant Shipping 1976, as amended up-to-date, by vessels of Indo-Soviet shipping Service.

### (f) SHIPMENT FROM JAPAN

The shipment of goods should be made of India vessels to the maximum extent possible subject to the minimum of 50%.

The Seller should arrange shipment of the goods in consultation with the Embassy of India in Japan, Tokyo to whom details regarding contract number, nature of cargo, quantity, port of loading/discharge, name of Govt. consignee, expected date of readiness of each consignment etc. should be furnished at least six weeks in advance of the required position.

**Note:** The copies of such contracts are to be endorsed both to the Attached (commercial) embassy of India in Japan, Tokyo, and the shipping Co-ordination Officer, Ministry of Surface Transport, New Delhi.

### (g) SHIPMENT FROM AUSTRALIA, ALGERIA, BULGARIA, ROMANIA, EGYPY

The Seller shall arrange shipment of the goods by Indian flag vessels to the maximum extent possible subject to a minimum of 50 %. For the purpose of ascertaining the availability of suitable Indian vessels, the seller shall give adequate notice of not less than six weeks about the readiness of each consignment to the Shipping Purchaser of India Ltd., SHIPPING HOUSE, 245, Madame Cama Road, Bombay – 400 021 (CABLE: SHIPINDIA BOMBAY) and also endorse a copy thereof to the Shipping Co-ordination Officer, Ministry of Surface Transport, New Delhi, (Cable: TRANSCHART, NEW DELHI, Telex: VAHAN IN – 031 – 61157, 61158, 61159)

### (h) SHIPMENT FROM PAKISTAN

The shipment of cargoes should be made by Indian vessels to the maximum extent possible subject to a minimum of 50 %.

Shipment arrangement should be made by the sellers in consultation with M/s Mogul Line Ltd., 16-Bank Street, Fort, Bombay – 400023 (Cable: MOGUL BOMBAY: Telex: 011 – 4049 MOGUL), to whom, details regarding contract number, nature of cargo, quantity, port of lading discharging, name of government consignee, expected date of readiness of each consignment etc. should be furnish at least six weeks in advance of the required position, with a copy thereof endorsed to the Shipping Co-ordination Officer, Ministry of Surface Transport, New Delhi, (Cable: TRANSCHART, NEW DELHI, Telex: VAHAN IN – 031 – 61157, 61158, 61159)

### (i) SHIPMENT FROM U.S ATLANTIC & GULF PORTS

The Seller should arrange shipment of the goods by vessels belonging to the member lines of the India – Pakistan – Bangladesh – Ceylon and Burma Outward Freight Conference. If the Seller finds that the space of the 'Conference Lines' vessels is not available for any specific shipment he should take up with India – Pakistan- Bangladesh – Ceylon and Burma Outward Freight Conference, 19, Rector Street, New York, N.Y. 10006 USA, for providing shipping space and also inform the Shipping Co-ordination Officer, Ministry of Surface Transport, New Delhi, (Cable: TRANSCHART, NEW DELHI, Telex: VAHAN IN – 031 – 61157, 61158, 61159)

### (j) SHIPMENT FROM ST. LAWRENCE AN EASTERN CANADIAN PORTS

The Seller should arrange shipment of the goods by vessels belonging to the following shipping lines;

- 1. The shipping Purchaser of India Ltd.
- 2. The Scindia Steam Navigation Co., Ltd

If the Seller finds that the space in the vessels of these Lines is not available for any particular consignments, he should inform the Shipping Co-ordination Officer, Ministry of Surface Transport, New Delhi, (Cable: TRANSCHART, NEW DELHI, Telex: VAHAN IN - 031 - 61157, 61158, 61159) immediately so that dispensation from the shipping lines concerned to use alternative lifting may be sought.

### (k) SHIPMENT FROM WEST COAST PORTS OF U.S.S CANADA AND OTHER AREAS NOT SPECIFICALLY MENTIONED ABOVE

The Seller should arrange shipment of the goods by Indian vessels to the maximum extent possible subject to a minimum of 50 %. For the purpose of ascertaining the availability of suitable Indian vessels and granting dispensation in the event of their non-availability, the Seller should furnish the details regarding contract number, nature of cargo, quantity, port of lading, discharging, name of government consignee, expected date of readiness of each consignment etc. to the Shipping Co-ordination Officer, Ministry of Surface Transport, New Delhi, (Cable: TRANSCHART, NEW DELHI, Telex: VAHAN IN - 031 - 61157, 61158, 61159) at least six weeks in advance of the required position.

### 2. BILLS OF LADING

### (i) C.I.F./C&F/TURNKEY SHIPMENTS

The Bills of lading should be drawn to indicate Shipper and 'Consignee' as under:

**SHIPPER:** The C.I.F (C&F)/TURNKEY SUPPLIERS concerned.

**CONSIGNEE:** As per consignee's particulars in the contract (The name an address of the 'Port Consignee' and 'Ultimate' both should be indicated).

### (ii) F.O.R SHIPMENTS

The Bills of lading should be drawn to indicate shipper Consignee as under:

**SHIPPER:** The F.O.R suppliers Concerned

**CONSIGNEE:** Supplier's Indian Agent on order

### Note:

- 1. Moreover the name of the 'Purchaser' and 'Ultimate' Consignee should appear in the body of the Bills of Lading as the 'Notify' or as a remark.
- 2. Two non-negotiable copies of the Bills of Lading indicating the freight amount and discount, if any allowed, should be forwarded to The Shipping Co-ordination Officer, Ministry of surface Transport (Chartering Wing), New Delhi after the shipment of each consignment is effected.
- 3. The seller should avoid the use of over-aged vessels for the shipment of the goods under the contract and if so used the cost of additional. Insurance, if any, shall be borne by the seller.

# SECTION – XX <u>CHECKLIST</u> Name of Tenderer: Name of Manufacturer:

Sl No.	Activity	Yes/ No/ NA	Page No. in the TE document	Remarks
1. a.	Have you enclosed EMD of required amount			
	for the quoted schedules?			
b.	In case EMD is furnished in the form of			
	Bank Guarantee, has it been furnished as per			
	Section XIII?			
с.	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?			

Sl No.	Activity	Yes/ No/ NA	Page No. in the TE document	Remarks
b.	Have you submitted copy of the order(s) and			
	end user certificate? It is requested not to			
	hide prices as the same will be required			
	for establishing price reasonability.			
	Provide latest purchase order copies			
	issued by INI.			
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?			

Sl No.	Activity	Yes/ No/ NA	Page No. in the TE document	Remarks
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?			

N.B.

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

(Signature with date)

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

(Name, address and stamp of the tendering firm)

# Section – XXI Consignee List

Consignee Code	Medical Institutions	Contact Address.	AirPort	Sea Port
Bhopal	All India Institute of Medical Science, Bhopal	The Director, All India Institute of Medical Science, Near Saket Nagar, Bhopal-462020	NEW DELHI	NEW DELHI DRY PORT
Bhubaneswar	All India Institute of Medical Science, Bhubaneswar	The Director, All India Institute of Medical Science, AIIMS-Bhubaneshwar, Near Biju Patnaik Police Academy, Village- Sijua, Bhubaneshwar-751019, Orissa	KOLKATA	KOLKATA
Jodhpur	All India Institute of Medical Science, Jodhpur	The Director, All India Institute of Medical Science, Basani Ph-2, Jodhpur-342005, Jodhpur	NEW DELHI	DRY PORT NEW DELHI
Patna	All India Institute of Medical Science, Patna	The Director, All India Institute of Medical Science, AIIMS-Patna, Phulwari Sharif, Infront of DAV School, WALMI, Danapur, Patna-801105, Bihar	KOLKATA	KOLKATA
Raipur	All India Institute of Medical Science, Raipur	The Director, All India Institute of Medical Science, AIIMS-Raipur, Old TB Hospital, Tatibandh, Raipur- 492001, Chattisgarh	KOLKATA	KOLKATA
Rishikesh	All India Institute of Medical Science, Rishikesh	The Director, All India Institute of Medical Science, AIIMS-Rishikesh, Barrage Road, Pashulok, Rishikesh-249203, Uttarakhand	NEW DELHI	DRY PORT NEW DELHI

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