

TENDER DOCUMENT

**For The Supply & Turnkey Installation
of
1.5 T M R I Scanner Systems**

**FOR VSS MEDICAL COLLEGE, BURLA &
MKCG MEDICAL COLLEGE, BERHAMPUR**



HLL LIFECARE LIMITED

(A GOVT. OF INDIA ENTERPRISE)

HCS Division

#32/1/1, 3rd Floor, Kuvempu Coffee board Layout

Kempapura, Hebbal, Bangalore, India- 560024

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SECTION I

NOTICE INVITING TENDERS (NIT)
For Global Tender from
HLL LIFECARE LIMITED
(A GOVT. OF INDIA ENTERPRISE)
32/1/1, 3rd Floor, Kuvempu coffee board lay out
Kempapura-Coffee Board main road
Bangalore- 560024. Ph:080 23626201

Tender Enquiry No.: HLL/HCS/ BLR/MR-OD /2013/01

Dated 09.07.2013

NOTICE INVITING TENDERS (NIT)

Health care Services Division of HLL Lifecare Limited, invites sealed tenders, from eligible and qualified tenderers for supply, Turnkey installation and commissioning of 1.5 Tesla MRI Scan system to be installed at the VSS MEDICAL COLLEGE, BURLA & MKCG MEDICAL COLLEGE, BERHAMPUR. The details of the tender are as follows:

1.

Sl. No.	Equipment Name	Qty.	EMD (INR)
1	1.5 Tesla MRI Scan system	2	20,00,000

2. **Tender No.: HLL/HCS/BLR/MR-OD/2013/01**

Sl. No.	Description	Schedule
i.	Dates of sale of tender enquiry documents	09.07.2013 to 15.08.2013, 10:00 hrs to 16:00 hrs IST on all working days
ii.	Place of sale of Tender Enquiry Documents	HLL Lifecare Limited HealthCare Services Division, 32/1/1, 3rd Floor Kuvempu coffee board lay out, Kempapura, Hebbal, Bangalore, India- 560024. Ph:080 23626201
iii.	Cost of the Tender Enquiry Document	INR 5,000/-
iv.	Pre Tender Meeting Date & Time	19.07.2013, 11:00 hrs IST
v.	Pre Tender Meeting Venue	Same as 2 (ii)
vi.	Closing date & time for receipt of Tender	10.09.2013, 14:00 hrs IST
vii.	Time and date of opening of Techno – Commercial tenders	10.09.2013, 14:30 hrs IST
viii.	Venue of Opening of Techno Commercial Tender	Same as 2 (ii)

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. 5,000/- 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 Bangalore.
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. 100/- for domestic post and Rs. 500/- 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 www.lifecarehll.com 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, reach the office **HLL Lifecare Limited, 32/1/1, 3rd Floor Kuvempu coffee board layout, Kempapura, Hebbal, Bangalore,India - 560024. Ph:080 23626201**, 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.

For and on Behalf of HLL Lifecare Ltd

Group Head (HCS)
HLL Lifecare Ltd
Health Care Service Division
32/1/1, 3rd Floor Kuvempu coffee board layout,
Kempapura, Hebbal, Bangalore,India- 560024.
Ph:080 23626201

SECTION - II

GENERAL INSTRUCTIONS TO TENDERERS (GIT)

A) PREAMBLE

1. Definitions and Abbreviations

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

1.2. Definitions:

- (i) “Purchaser” means the organization purchasing goods and services as incorporated in the Tender document.
- (ii) “Tender” means Bid / Quotation / Tender received from a Firm.
- (iii) “Tenderer” means Bidder/ the Individual or Firm submitting Bid / 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, materials, 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 Turnkey 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) “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.
- (vii) “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.

- (viii) “Consignee” means the Purchaser designated 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) “T / Document” means Tender Document
- (ii) “NIT” means Notice Inviting Tenders.
- (iii) “GIT” means General Instructions to Tenderers
- (iv) “SIT” means Special Instructions to Tenderers
- (v) “GCC” mean General Conditions of Contract
- (vi) “SCC” mean 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
- (Xx ii) “BL” means Bill of Lading
- (Xx iii) “FOB” means Free on Board
- (Xx IV) “FCA” means Free Carrier
- (Xx v) “FOR” means Free on Rail
- (Xx VI) “CIF” means Cost, Insurance and Freight
- (Xx vii) “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.
- (xx viii) “DDP” means Delivery Duty Paid named place of destination (consignee site)
- (xx ix) “INCOTERMS” means International Commercial Terms as on the date of Tender Opening
- (xxx) ”MOH&FW” means Ministry of Health & Family Welfare, Government of India
- (x xx i) “CMC” means Comprehensive Maintenance Contract (labour, spare and preventive maintenance)
- (xxxii) “RT” means Re-Tender

2. Introduction

- 2.1 The Purchaser has issued these T/ documents for purchase of goods and related Turnkey services, 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 General Conditions of Contract related to this purchase, as contained in Section III of these documents and follow the same accordingly.
- 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 T/ documents. Failure to provide and/or comply with the required information, instructions etc. incorporated in these T/ documents may result in rejection of the tender.

3. Language of Tender

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

4 Eligible Tenderers

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

5. Eligible Goods and Services

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

6. Tendering Expense

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.

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

8. Amendments to T/ documents

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

8.2 Such amendments, if any, will be notified in writing by speed post or by fax/e-mail, followed by copy of the same by registered post to all prospective tenderers, who have received the T/. Documents and will be binding on them.

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

9. Clarification of T/ documents

A tenderer requiring any clarification or elucidation on any issue of the T/ documents may take up the same with the purchaser in writing. The purchaser will respond in writing to such request provided the same is received by the purchaser not later than seven days prior to the prescribed date of submission of tender.

B) PREPARATION OF TENDERS

10. Documents Comprising the Tender

10.1 The **Two-part Tender System**, i.e. “Techno – Commercial Bid” and “Price Bid”:

A) **Techno – Commercial Bid (Un-priced Bid)**

- i) Tender Form as per Section VII (un priced)
- ii) Documentary evidence, as necessary in terms of clause 4 establishing that the tenderer is eligible to submit the tender and, also, qualified to perform the contract if its tender is accepted.
- iii) Tenderer/Agent who quotes for goods manufactured by other manufacturer shall furnish Manufacturer’s Authorisation Form.
- iv) Power of Attorney in favour of signatory of T/ documents and signatory of Manufacturer’s Authorisation Form
- v) Documents and relevant details to establish agreement that the goods and the allied services to be supplied by the tenderer conform to the requirement of the T/ documents.
- vi) Performance Statement as per Annexure -I of Section VIII along with relevant Copies of Orders and End User’s Satisfaction Certificate.
- vii) Price Schedule(s) as per Section VII filled up with all the details including Make, Model etc. of the goods offered with prices **blank** (without indicating any prices).
- viii) Certificate of Incorporation in the Country of Origin.
- ix) Checklist as per Section VIII.

B) **Price Bid:**

The information given at **10.1(A) (i) and (vii)** above should be reproduced with the prices indicated.

N.B.

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

- 10.2 The authorized signatory of the tenderer must sign the tender duly stamped at appropriate places and initial all the remaining pages of the tender.
- 10.3 A tender, which does not comply with any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.
- 10.4 Tender sent by fax/cable/electronically shall be ignored.

11. Tender currencies

- 11.1 The tenderer supplying indigenous goods (or already imported goods) shall quote only in Indian Rupees.
- 11.2 For imported goods, if supplied directly from abroad, prices shall be quoted in US Dollar. 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
- 11.3 Tenders, where prices are quoted in any other way shall be treated as non -responsive and rejected.

12 Tender Prices

- 12.1 The Tenderer shall indicate on the Price Schedule provided under Section VII 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. The Price for each scan centre namely, MCH BURLA and MCH BERHAMPUR shall be shown separately. 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.
- 12.2 If there is more than one schedule, 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.

- 12.3 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 VII.
- 12.4 While filling up the columns of the Price Schedule, the following aspects should be noted for compliance:
- 12.5 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 other taxes and 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 Price Schedule;
 - d) The price of Incidental Services, as mentioned in the Price Schedule;
 - e) The prices of site construction and furnishing jobs as part of Turnkey, as mentioned in the Technical Specification and Price Schedule; and
 - f) The price of annual CMC, as mentioned in the Technical Specification and Price Schedule.
- 12.6 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 Price Schedule;
 - b) The price of goods quoted CIP (name port of destination in India) as indicated in the Price Schedule.
 - c) The charges for Insurance (local transportation and storage) should be 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 Price Schedule.

- d) The charges for incidental services as mentioned in the price schedule;
- e) The prices of site construction jobs as part of Turnkey, as mentioned in the Technical Specification and Price Schedule; and
- f) The price of annual CMC as mentioned in the Technical Specification and Price Schedule.

12.7.A.SITE PREPARATION WORK FOR 1.5 T MRI ATVSS MEDICAL COLLEGE, BURLA & MKCG MEDICAL COLLEGE, BERHAMPUR.(TURNKEY)

The Turnkey works including civil (construction of MRI Building) works, inside partitions, interior works, flooring, false ceiling, painting, electrification works, supply of furniture, electrical fittings, air-conditioning etc.

1. The Supplier should inspect the proposed Land area offered by the Medical College in which the MRI system has to be installed and submit the plan for complete construction of MRI Scan Centre building and installation on a turnkey basis. The plan to construct the building and to modify the area to suit the requirement of a good MRI Scan Centre and its corresponding price has to be given by the supplier. The lay out plan and detailed drawing has to be approved by the HLL authorities. The scope of work involved including complete civil work for the construction of MRI Centre Building, electrical, plumbing, furnishing and air-conditioning including firefighting. The price for each scan centre namely, MCH BURLA and MCH BERHAMPUR shall be shown separately.
2. The concept plan of both the site is enclosed as annexure- A for reference. The drawing and the list of works along with complete specification (B.O.Q) for civil, public health, electrical; air conditioning must be spelt out and provided along with the tender. While preparing the plan, the following aspects have to be addressed.
 - Construct the Building with suitable structural strength of foundation and superstructure
 - Care should be taken to provide easy negotiation of the patient stretchers/ trolleys through corridors and doors.
 - RF shielding for doors, walls, glass viewer, etc
 - Furniture for console, desk, chairs, shelves, etc
 - Patient recovery bed with accessories/side table, etc
 - Patient stretcher and other furniture/ accessory to make the scan centre comfortably functional.
 - Manifold Room(optional): Should conform to international standards (NFPA/ HTM/ EU). Mini manifold with two oxygen cylinders, one nitrous oxide cylinder, one vacuum pump and one medical air compressor (4 bar) has to be provided. Gas lines with shut off valves,

safety valves, monitors and alarms with termination in MR compatible quick connectors to be provided at the walls. Flow meters and regulators also should be MR compatible.

3. The cost of Turnkey will be added for Ranking / Evaluation purpose.
4. Rates of the following components of turnkey project should be quoted separately
 - a) Civil works- Construction of building
 - b) Electrical work
 - c) Public health (water supply and sanitary fittings).
 - d) Air Conditioning (HVAC)
 - e) Interior Furnishing & Furniture
 - f) Miscellaneous

5. Scope of work for turnkey MRI unit works:-

5.1 -The concept plan of both sites is enclosed for reference. However the supplier should inspect the proposed land and submit all the detailed structural and architectural drawings and BOQ for the proposed MRI Scan Centres along with tender separately.

5.2. Construction of suitable building at proposed site as per the final approved plan of the successful bidder which includes;

- ❖ MRI Room
- ❖ Console room
- ❖ Equipment room
- ❖ Patient preparation room
- ❖ Reporting room
- ❖ Report dispatch area
- ❖ Reception area
- ❖ Patient waiting area
- ❖ Power panel room
- ❖ Radiologist room
- ❖ Staff room
- ❖ Store room
- ❖ Toilet for patients
- ❖ Toilet for staff

5.3 The actual area of turnkey works done by the successful bidder will alone be considered for payment, based on the site measurement.

5.4 Civil work:

- a) Civil construction work including construction of brick wall, plastering, flooring as per the approved plan and equipment layout plan.
- b) Concrete bed at MRI equipment area.
- c) Platform for unloading and shifting the MRI would be provided.
- d) Platform for chiller unit would be provided. Fencing and weather protection facility would be provided for Chiller unit.
- e) Cable tray, trench & channel – necessary trenches, cable tray and channels at required location would be provided.
- f) All the construction work to be done as per the final plan approved by the purchaser.
- g) Active and passive room shielding for magnetic, fringe field should be provided as per the requirement of the equipment.

h) Flooring-

- 600X600 mm vitrified tiles with 100mm tile skirting to match in console room, lobby and patient preparation areas, Radiologist room etc.
- 300 X 300 X2.0 mm thick Vinyl tiles or rolled sheet with 100 mm high, hard wood skirting in MRI Examination room.
- 50 mm thick cement concrete flooring with Vinyl sheet in MRI equipment room.
- Antistatic property required where suggested.
- The tiles should be of standard make like Kajaria, Somany etc.

i) Painting-

- Plastic Emulsion Paint two coats over 2 coats of wall putty including primer in patient preparation area, Lobby area, console room, MRI equipment room etc.
- Pre laminated particleboard wall paneling in MRI examination room
- Paints should be of standard make like Asian paints.

j) False Ceiling

- Acoustical tile for ceiling, with light weight insulating material of high quality, supported on grid or finished seamless with support above ceiling. Finished with white paint or powder coated with white paint, if metallic. Ceiling height to suit the equipment mount and clearances.

5.5 Plumbing work:

1. All water pipes and fittings shall be of high density polythene of approved and standard make. The gratings shall be brass chrome plated. All plumbing accessories should be of standard make like Jaguar.
2. Hot water service to be provided if required.
3. Plumbing works connected to MRI system should be standard.

5.6 Electrical work:

1. The supplier shall be required to specify the total load requirements for the entire equipments the air conditioning units, room lighting and for the accessories if any. The supply line will be provided by the Institute up to the distribution panel with existing cables. The distribution panel should have switch gear of makes like Siemens/ L & T makes and shall be provided by the vendor. Light will be required particularly in the equipments room, which should have long life and should not be affected by frequent on and off.
2. Cabling of Network (LAN) connectivity for camera system, console system, workstation and computers etc.
3. The electrical work shall include the following:
 - a. Wiring –All interior electrical wiring- with main distribution panel board, necessary MCBs, DB, joint box, switch box etc. the wires shall be of copper of different capacity as per the load and should be renowned make like Finolex, Polycab.
 - b. Switches light and power points should be of modular type and of standard make
 - c. General lights –Mirror optical type 1X28 W or 2X28 W/CFL fittings 2X36, 3X36 W with electronic ballasts Philips/Crompton/Kesselec-Schreder/Wipro make.
 - d. The under ground cables supplying the electricity load should be of of standard make like Havells
 - e. MCBs/ACBs/MCCBs should be of standard make like SIEMENS/ABB/ L & T.
 - f. Roof light CFL down lighter of standard make like PHILIPS/OSRAM/WIPRO.
 - g. Main switchgears, fuse units should be standard make like L & T/SIEMENS/GE.
 - h. Telephone cables should be of standard make like FINOLEX cables.
 - i. Electrical load of the system to be added as per the tender/brand of the equipment.
 - j. MRI compatible lights for MRI examination room

5.7 AIR CONDITIONING:

Ductable package air conditioners and split AC units may be used according to room requirement and suitability. Humidity control should be effective to eliminate moisture condensation on equipment surface. Air condition during night should be reduced to suit the heat load at night

1. Ventilation is required in toilet.
2. Environment specifications:
 - a) Humidity range: Relative humidity 40% and 60% in all areas except equipment room which shall be as per requirement of the equipment.
 - b) Temperature ranges: $22 \pm 2^{\circ}$ C in all areas except equipment room which shall be as per requirement of the equipment.
 - c) Air conditioning load: The heat load calculations and maintaining the desired temperature and humidity shall be the responsibility of the bidder

5.8 Furniture:

All furniture items should be of standard make like HermenMiller, Godrej etc.

- a) Reception counter with granite top of suitable dimension. Colour to match décor. It should have drawers with locking facility.
- b) Revolving chairs height adjustable ,medium-back with hand-rest in the Control room, Radiologist room and viewing area.
- c) Chairs for patient waiting area – Three seater (chrome plated).
- d) Adequate number of cupboard with laminate door shutters for storage of spare parts and accessories and records as per requirement.
- e) Drug trolleys 1 numbers for patient preparation area.
- f) MRI compatible patient trolleys with rubber foam mattress to be kept in the patient preparation room.
- g) Any other furniture item as per requirement.
- h) Name boards for all rooms
- i) Suitable tables and chairs in rooms.
- j) Changing rooms should have change lockers.
- k) Dustbins (plastic with lid) to be provided as required.

5.9 GENERATOR(optional):

1. 24 hour back up DG set of adequate capacity shall be installed as a standby along with other site preparation jobs in a separate enclosure. The standby generator should be of adequate capacity in support electrical load of MRI including

equipment and AC plant. The standby generator should be noise free (silent type) from the reputed makes: CATERPILLAR/CUMMINS/KIRLOSKAR.

5.10. Miscellaneous:

1. Reporting room should have facilities for viewing the film.
2. The outdoor units of AC should have grill coverings to prevent theft of copper pipes etc.
3. Data Line work- Data cabling for broadband Internet connectivity for urgent contact of service matters for both National & International Levels (broad band connection to be provided by the purchaser)
4. Fire extinguisher Dry CO2 type as required for the building safety.
5. Computers – 5 Nos (Intel Core 2 Duo processor, 3 GB RAM, 500 GB HDD, with latest windows software & antivirus software, USB mouse and keyboard,Laser Printer (optional),Suitable UPS)

Given below is a list of preferred makes-

SL NO	ITEMS	PREFERRED MAKES
A	FLOORING	
1	Vitrified Tiles	Somany, Kajaria
2	Paint	Dulux, Asian Paints
B	PLUMBING	Kohler, Jaguar
C	SANITARY ITEMS	CERA, Hindware, Parryware
D	ELECTRICAL	
1	Cables	Finolex, Havells
2	Switches	Legrand, L&T, Crabtree
3	Distribution Box, Breakers	Legrand, L&T, Seimens
4	Lighting	Philips, GE
E	AIR CONDINTIONING	Bluestar, Voltas, Daikin
F	FURNITURE	Hillrom, Hermen Miller

12.7 Additional information and instruction on Taxes and Duties.

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.

12.8 **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 12.8 (a) & (b) above, any change in excise duty upward/downward as a result of any statutory variation in excise duty taking place within contract period 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 relief, exemptions, rebates, concession etc. if any obtained by the supplier.

12.9 **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.

12.10 **Octroi Duty and Local Duties & Taxes:**

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

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

12.11 **Customs Duty:**

The Purchaser will pay the Customs duty wherever applicable.

12.12 For transportation of imported goods offered from abroad, relevant instructions as incorporated under GCC Clause 10 shall be followed.

12.13 For insurance of goods to be supplied, relevant instructions as provided under GCC Clause 11 shall be followed.

12.14 Unless otherwise specifically indicated in this T/ document, the terms FCA, FOB, CIF, CIP, etc. for imported goods offered from abroad, shall be governed by the rules & regulations prescribed in the current edition of INCOTERMS, published by the International Chamber of Commerce, Paris

12.15 The need for indication of all such price components by the tenderers, as required in this clause (viz., GIT clause (12) 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.

13. Indian Agent

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 11 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.

14. Firm Price

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

14.2 However, as regards taxes and duties, if any, chargeable on the goods and payable, the conditions stipulated in GIT clause 12 will apply.

15. Alternative Tenders

15.1 Alternative Tenders are not permitted.

16 Documents Establishing Tenderer's Eligibility and Qualifications

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

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

- a) In case the tenderer offers to supply goods, which are manufactured by some other firm, the tenderer has to be duly authorised by the 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 VIII (Annexure- II) 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 V 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.

17. Documents establishing good's Conformity to T/ document.

17.1 The tenderer shall provide in its tender the required as well as the relevant documents like technical data, literature, drawings etc. to establish that the goods and services offered in the tender fully conform to the goods and services specified by the purchaser in the T/ 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 T/ documents to establish technical responsiveness of the goods and services offered in its tender.

17.2 In case there is any variation and/or deviation between the goods or 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.

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

18. Earnest Money Deposit (EMD)

18.1 Pursuant to GIT clause 10.1(B) the tenderer shall furnish along with its tender, earnest money for amount as shown in the NIT. The earnest money is required to protect the purchaser against the risk of the tenderer's unwarranted conduct as amplified under sub-clause 18.7 below.

18.2 The tenderers who are currently registered and, also, will continue to remain registered during the tender validity period with Directorate General of Supplies & Disposals or with National Small Industries Corporation, New Delhi for the specific goods as per tender enquiry specification shall be eligible for exemption from EMD. 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).

18.3 The earnest money shall be denominated in Indian Rupees or equivalent currencies as per GIT clause 11.2. 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 from any of the Commercial Banks

18.4 The demand draft or banker's cheque shall be drawn on any commercial bank in India or country of the tenderer, in favour of the "HLL Lifecare Limited" payable at Bangalore. 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 Annexure-III in these documents. 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.

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

18.6 Unsuccessful 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.

18.7 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. Tender Validity

19.1 If not mentioned otherwise, the tenders shall remain valid for acceptance for a period of **180 days (One hundred and eighty days)** after the date of tender opening prescribed in the T/ document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.

19.2 In exceptional cases, the tenderers may be requested by the purchaser to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by E- mail or by fax 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.

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

20. Signing and Sealing of Tender

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

20.2 The tender shall be signed by the tenderer or by a person(s) who has been duly authorized to bind the tenderer to the contract. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the tender.

20.3 The tender shall be duly signed at the appropriate places as indicated in the T/ 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.

20.4 The tenderer is to seal the tender 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 fill the date & time of tender opening) is 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 responsibility for its misplacement, premature opening, late opening etc.

20.5T/ document seeks quotation following **Two Part Bid System**. First part will be known as **'Techno - Commercial Bid'**, and the second part **'Price Bid'** as specified in clause 10 of GIT. Tenderer shall seal **'Techno - Commercial Bid'** and **'Price Bid'** separately and the covers will be suitably **super scribed**. Both these sealed covers shall be put in a bigger cover and sealed and procedure prescribed in Para 19.1 to 19.4 followed.

C) SUBMISSION OF TENDERS

20. Submission of Tenders

20.1 The tenderer should ensure that the sealed tenders as above are handed over to the Group Head (HCS) or his authorised representative at HLL Lifecare Ltd, HealthCare Service Division, 3rd Floor.- Kuvempu Coffee Board layout, Kempapura, Hebbal, Bangalore-560024 before the last time and date of submission as mentioned in the NIT.

20.2 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.

21. Late Tender

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. / rejected.

22. Alteration and Withdrawal of Tender

- 22.1 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.
- 22.2 No tender should be withdrawn after the deadline for submission of tender and before expiry of the tender validity period

D) TENDER OPENING

23. Opening of Tenders

- 23.1 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. .
- 23.2 **Two -Part Bid System** as mentioned in Para 19.5 above will be as follows. The **Techno - Commercial Bid shall be** opened in the first instance. These Bids shall be scrutinized and evaluated by the competent committee/ authority with reference to parameters prescribed in the T/ document. Thereafter, in the second stage, the “**Price Bids**” of only the **Techno - Commercially acceptable offers** (as decided in the first stage) shall be opened for further scrutiny and evaluation on a date notified after the evaluation of the Techno – Commercial tender. The prices, special discount, if any, of the goods offered etc., as deemed fit by tender -opening official(s) will be read out.
- 23.3 The Purchaser will prepare minutes of the bid opening.

E) SCRUTINY OF TENDERS

24. Basic Principle

Tenders will be evaluated on the basis of the terms & conditions already incorporated in the T/ 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 entertained while scrutinizing and evaluating the tenders.

25. Preliminary Scrutiny of Tenders

25.1 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.

25.2 Prior to the detailed evaluation of Price Tenders, the Purchaser will determine the substantial responsiveness of each Tender to the T/ Document. For purposes of these clauses, a substantially responsive Tender is one, which conforms to all the terms and conditions of the T/ Document 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**), Taxes & Duties (**GCC Clause 20**), Force Majeure (**GCC Clause 26**) and Applicable laws (**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.

25.3 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.

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

25.5 The following are some of the important aspects, for which a tender shall be declared non – responsive and will be summarily ignored;

- (i) Tender form as per Section VII (signed and stamped) not enclosed
- (ii) Tender is unsigned.
- (iii) Tender validity is shorter than the required period. .
- iv) Tenderer has quoted for goods manufactured by other manufacturer(s) without the required Manufacturer’s Authorisation Form as per Annexure II of Section VIII.
- (v) Tenderer has not agreed to give the required Performance Security.
- (vi) Goods offered are not meeting the tender specifications.
- (vii) Tenderer has not agreed to other essential condition(s) specially incorporated in the tender documents like terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism, and applicable laws.
- (viii)Tenderer has not quoted for the full quantity as specified. .

26. Minor /Irregularity/Non-Conformity

If during the preliminary examination, the purchaser finds any minor irregularity and/or non-conformity in a tender, the purchaser may waive the same provided, if 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 in clear terms, that tender will be liable to be ignored and rejected.

27 Discrepancies in Prices

27.1 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.

- 27.2 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
- 27.3 If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause 27.1 and 27.2 above.
- 27.4 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 and rejected.

28. Qualification Criteria

Tenders which do not meet the required Qualification Criteria prescribed in Section V, will be treated as non - responsive and will not be considered further.

29. Conversion of tender currencies to Indian Rupees

The quoted prices of the responsive tenderers will be converted to Indian Rupee 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 opening of the 'Price Bid'**.

30. Comparison of Tenders

Unless mentioned otherwise, 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.

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

31.1 Further to GIT Clause 30 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, Customs Duty/ Excise Duty, VAT, Works Contract Tax, Service Tax etc will be contractually payable.

ii) In the case of goods of foreign origin offered from abroad, Customs Duty and other similar import duties/ taxes will be contractually payable (to the tenderer) on the goods if the contract is awarded on the tenderer.

31.2 The purchaser's evaluation of tender will also take into account the additional factors, if any, incorporated in the tender in the manner and to the extent indicated therein.

32. Contacting the Purchaser

32.1 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, it should be done only in writing.

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

F) AWARD OF CONTRACT

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

The purchaser reserves the right to accept in part or in full any tender or reject any one 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.

34. **Award Criteria**

Subject to GIT clause 33 above, the contract will be awarded to the lowest evaluated, responsive tenderer decided by the purchaser.

35. **Variation of Quantities at the Time of Award/ Currency of Contract**

At the **time of awarding the contract**, the purchaser reserves the right to increase or decrease, the quantity of goods and services mentioned in the schedule (s) without any change in the unit price and other terms & conditions quoted by the tenderer.

36. **Notification of Award**

Before expiry of the tender validity period, the purchaser will notify the successful tenderer(s) in writing, by speed post or by fax (to be confirmed by registered 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.

37. **Issue of Contract**

37.1 Promptly after notification of award, the purchaser will mail the contract form (as per Annexure- IV of Section VIII) duly completed and signed, in duplicate, to the successful tenderer by registered / speed post.

37.2 **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 by registered / speed post.

37.3 The purchaser reserves the right to issue the Notification of Award separately for each MCH site.

38. Non-receipt of Contract by the Purchaser

Failure of the successful tenderer in returning the contract copy duly signed in terms of GIT clauses 36 and 37 above shall make the tenderer liable for further actions by the purchaser against it as per the clause 24 of GCC – Termination for default.

39. Corrupt or Fraudulent Practices

39.1 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, the purposes of this provision, the terms set forth below as follows:

" **corrupt practice**" means the offering, giving, receiving or soliciting of any money or thing of value to influence the action of a public official in the procurement process or in contract execution; and

" **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 finds that the Tenderer 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 finds that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

SECTION - III

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 that the same are not superseded by the 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 T/ document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purposes of such performance for this contract.
- 2.2 Further, the supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC sub-clause 2.1 above except for the sole purpose of performing this contract.
- 2.3 Except the contract issued to the supplier, each and every other document mentioned in GCC sub-clause 2.1 above shall remain the property of the purchaser and, if advised by the purchaser, all copies of all such documents shall be returned to the purchaser on completion of the supplier's performance and obligations under this contract.

3. Patent Rights

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

4. Country of Origin

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

5. Performance Security

- 5.1 The Invoice should be accompanied by a performance security 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.
- 5.2 The Performance security shall be in the form of a BG issued by any Nationalised / Scheduled bank in India, in the prescribed form as provided in Annexure III of section VIII of this document, in favour of the purchaser. The validity of the BG shall be up to 60 days beyond the warranty period.
- 5.3 In the event of any failure /default of the supplier, with or without any quantifiable loss to the purchaser, including furnishing of Bank Guarantee for CMC security as per Proforma in Annexure –III of Section VIII, the amount of the performance security is liable to be forfeited.
- 5.4 In the event of any amendment issued to the contract, the supplier shall, within twenty-one (21) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.

5.5 The supplier shall enter into Comprehensive Maintenance Contract as per the 'Contract Form – B' in Annexure V of Section VIII, 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 will release the Performance Security(without interest) to the supplier on completion of the supplier's all contractual obligations including the warranty obligations & after receipt of bank guarantee for CMC security in favour of the consignee as per the format in Annexure III of Section VIII.

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 VI and IV of this document.

7. Packing and Marking

7.1 The packing for the goods to be provided by the supplier should be strong and durable enough to withstand, without limitation, the entire journey during transit including transshipment,(if any),rough handling, open storage etc without any damage, deterioration etc.The size, weight and volume of the packing cases, 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,etc also shall be taken into account 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 per international standards...

7.3 Packing instructions:

Each package shall be marked on three sides with indelible paint of proper quality the following.

- 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
- f. Supplier's name and address

8. Inspection, Testing and Quality Control

- 8.1 The purchaser and/or his 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 & lodging will be **borne by the purchaser and/or his nominated representative(s)**.
- 8.2 The Technical Specification and Quality Control Requirements incorporated in the contract shall specify what inspections and tests are to be carried out and, also, where and how they are to be conducted. If such inspections and tests are conducted in the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the supplier to the purchaser's inspector at no charge to the purchaser.
- 8.3 If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, the purchaser's inspector may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to the purchaser and resubmit the same to the purchaser's inspector for conducting the inspections and tests again.
- 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.
- 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 or equivalent (acceptable to the purchaser) prior to despatch at the supplier's cost and furnish necessary certificate from the said agency in support of their claim

9. Terms of Delivery / Time Limit Prescribed

Sl.No	Activity	Time Limit
9.1	<i>Completion of Turnkey work</i>	<i>6 months from the date of Issue of Contract order</i>
9.2	<i>Installation / Delivery period</i>	<i>within 4(Four) months from the date of order /contract and installed and commissioned within another 2 (two) months</i>
9.3	<i>Comprehensive warranty period</i>	<i>3 years from the date of commissioning</i>
9.4	<i>CMC period</i>	<i>7 years after warranty</i>
9.5	<i>Frequency of visits to all User Institution concerned during Warranty/CMC</i>	<i>At least once in 3 months</i>

9.6	<i>Time for making payments by Tender Inviting Authority</i>	<i>Within 60 days from the date of submission of proper documents after commissioning.</i>
9.7	<i>Maximum time to attend any Repair call</i>	<i>08 Hours</i>
9.8	<i>Uptime in a year</i>	<i>98%</i>
9.9	<i>Submission of Performance Security and entering into contract</i>	<i>10 days from the date of issuance of Letter of Intent</i>

10 Transportation of Goods

10.1 Instructions for transportation of imported goods offered from abroad:

The supplier shall not arrange part-shipments and/or transshipment 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 special instruction is provided in this regard, the supplier will arrange transportation of the ordered goods as per its own procedure.

11. Insurance:

11.1 Unless otherwise instructed, 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. The insurance cover shall be obtained by the Supplier and should be valid till 4 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 4 months beyond date of delivery.

If the equipment is not commissioned and handed over to the consignee within 2 months, the insurance will be got extended by the supplier at their cost till the successful installation, testing, commissioning and handing over of the goods to the consignee. In case the delay in the installation and commissioning is due to the delay in 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 actual will be reimbursed.

12. Spare parts

- 12.1 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 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 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, free of cost, the designs, drawings, layouts and specifications of the spare parts, as and if requested by the purchaser.
- 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 promptly on receipt of order from the purchaser.

13. Site Development/Turnkey services

The bidder should visit the installation site before bidding to assess the turnkey costs. It is the responsibility of the bidder to alter the site and to construct building & finish the interiors of the rooms in all respects for successful installation & commissioning of the equipment to the satisfaction of the purchaser.

- 13.1 The supplier shall be required to perform the following services as per the clause 12.7.A of Section –II, GIT
- i) Construction, Electrification and furnishing of MRI Building
 - ii) Installation & commissioning, Supervision, performance testing, etc
 - iii) Providing required jigs and tools for assembly, civil, mechanical, electrical, air conditioning and other related works required for the completion of the installation of the system. (Turnkey)
 - iv) Training of Purchaser's Radiologists and Technologists etc. for operating and maintaining the installed system.
 - v) Supply required number of Operation & Maintenance manuals for the equipment.

14. **Distribution of Despatch Documents for Clearance/Receipt of Goods**

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

Unless otherwise specified, 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 the complete details of despatch and also supply the following documents to them by registered post / speed post (or as instructed in the contract):

Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;

Consignee Receipt Certificate as per Section VII in original issued by the authorized representative of the consignee;

Two copies of packing list identifying contents of each package with the relevant part numbers.

Inspection certificate issued by the nominated Inspection agency, if any.

Certificate of origin;

Insurance Certificate; &

Manufacturers/Supplier's warranty certificate & In-house inspection certificate.

B) **For goods imported**

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

I) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;

- ii) Original and four copies of the negotiable clean, on-board Bill of Lading/Airway bill, marked freight pre paid and four copies of non-negotiable Bill of Lading/Airway bill;
- iii) Four Copies of packing list identifying contents of each package;
- iv) Insurance Certificate;
- v) Manufacturer's/Supplier's warranty certificate;
- (vi) Inspection Certificate for the despatched equipment issued by recognized/ reputed agency like SGS, Lloyd or equivalent (acceptable to the purchaser) prior to despatch
- (vii) Manufacturer's own factory inspection report;
- (viii) Certificate of origin
- (ix) Port of Loading;
- (x) Port of Discharge and
- (xi) Expected date of arrival

15 Warranty

- 15.1 The supplier warrants comprehensively that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by the purchaser in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials or workmanship or from any act or omission of the supplier that may develop under normal use of the supplied goods.
- 15.2 The **warranty** shall remain valid for **(3) years** for the whole system supplied and installed by the supplier followed by a CMC for a period of **7 (Seven) Years** for the system from the date of completion of the warranty period .The charges per year for the CMC shall be payable each year.
- 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.
- 15.4 Upon receipt of such notice, the supplier shall, within 8 hours on a 24(hrs) X 7 (days) X 365 (days) basis, 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.
- 15.5 In the event of any rectification of a defect or replacement of any defective goods during the warranty period, the warranty for the rectified/replaced goods shall be extended to a further period

of seven years from the date on which such rectified / replaced goods starts functioning to the satisfaction of the purchaser.

- 15.6 If the supplier, having been notified, fails to respond to 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 each installation at least once in 6 months commencing from the date of the installation for preventive maintenance of the goods.
- 15.8 The Purchaser reserves the right to enter into Annual Comprehensive Maintenance Contract with the Supplier for the period as mentioned in Section VII, after the completion of warranty period.
- 15.9 The supplier along with its Indian Agent and the CMC provider shall ensure continued service ,supply of the spare parts for the machines and equipment supplied by them to the purchaser for a minimum period of 15 years from the date of supply. The percentage increase in CMC charges required from the 11th year to the 15th year should be indicated in the offer.
- 15.10 The offered warranty includes
- i. Visits to the user institutions at frequencies prescribed under cl.15.7. as part of preventive maintenance.
 - ii. Testing & calibration as per technical/service/operation manual of the manufacturer or as per the period specified or as per the demand of the Tender Inviting Authority.
 - iii. Quality Assurance test (if applicable).
 - iv. The cost of labour for all repairs/ and all spares required for replacement during repairs including, image intensifier, HT Cable, Helium for MRI, all kinds of Probes, all types of sensors and transducers, Electrodes, Detectors, battery, battery for UPS, other vacuumatic parts etc wherever applicable and also the accessories and other devices supplied along with the equipment like stabilizer, UPS, AC, Computer, Compressor, Monitor, etc, which forms part of the equipment system, without which it cannot perform satisfactorily.
- 15.11 The Supplier along with its Indian Agent and the CMC Provider shall always give the most competitive price for its machines/equipment supplied to the Purchaser.
- 15.12 The Comprehensive Maintenance Contract (CMC) is otherwise an extended warranty. All the terms and conditions agreed by the successful tenderer for executing the comprehensive warranty

of the equipment shall be extended during the period of CMC, only difference being the payment of CMC charges is absent during the period of comprehensive warranty.

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

19. Prices

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

20. Taxes and Duties

Supplier shall be entirely responsible for all taxes, duties, fees, levies etc. incurred until the completion of the contractual obligations.

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:

75% payment of the contract price shall be paid on receipt of goods in good condition and upon the submission of the following documents:

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

b) On Acceptance:

Balance 25% payment would be made against 'Final Acceptance Certificate' as per Annexure VII 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.

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 Five (75)% of the net CIP price (CIP price less Indian Agency commission) of the goods shipped shall be paid through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the supplier in a bank in his country and upon submission of documents specified hereunder:

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

b) On Acceptance:

Balance payment of 25% of net CIP price of goods would be made against 'Final Acceptance Certificate' as per Annexure VII 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.

c) Payment of Incidental Costs till consignee site & Incidental Services (including Installation & Commissioning, Supervision, Demonstration and Training) will be paid in Indian Rupees to the Indian Agent on proof of 100% payment to the Foreign Principal.

d) Payment of Indian Agency Commission:

Indian Agency commission will be paid to the manufacturer's agent in the local currency for an amount in Indian rupees indicated in the relevant Price Schedule (as per prevailing rate of exchange ruling on the date of Contract) and shall not be subject to further escalation / exchange variation. Payment shall be paid in Indian Rupees to the Indian Agent on proof of 100% payment to the Foreign Principal.

C) Payment of Turnkey:

Turnkey payment will be made to the manufacturer's agent in Indian rupees indicated in the relevant Price Schedule (as per prevailing rate of exchange ruling on the date of Contract) and shall not be subject to further escalation / exchange variation. Payment shall be made in Indian Rupees to the Indian Agent on proof of 100% payment to the Foreign Principal.

D) Payment for Annual Comprehensive Maintenance Contract Charges:

The consignee will enter into CMC with the supplier at the rates as stipulated in the contract.

The payment of CMC will be made on six monthly basis after satisfactory completion of said period, duly certified by the consignee on receipt of bank guarantee for an amount equivalent to 2.5% of the cost of the equipment as per contract in the prescribed format given in Annexure-III valid till 2 months after expiry of entire CMC period.

21.2 The supplier shall not claim any interest on payments under the contract.

21.3 Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other tax as applicable will be made from the bills payable to the Supplier at rates as notified from time to time.

21.4 Irrevocable & non – transferable LC shall be opened by the respective consignees. However, if the supplier requests specifically to open confirmed LC, the extra charges would be borne by the supplier. If LC is required to be extended and/or amended for reasons not attributable to the purchaser/consignee, the charges thereof shall be borne by the supplier.

21.5 The payment shall be made in the currency / currencies authorized in the contract.

21.6 The supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, to respective consignees.

21.7 While claiming payment, the supplier is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the supplier for claiming that payment has been fulfilled as required under the contract.

21.8 While claiming reimbursement of duties, taxes etc. (like sales tax, excise duty, custom duty) from the Purchaser/Consignee, as and if permitted under the contract, the supplier shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the supplier) shall refund to the Purchaser/Consignee forthwith.

21.9 In case where the supplier is not in a position to submit its bill for the balance payment for want of receipted copies of Inspection Note from the consignee and the consignee has not complained about the non-receipt, shortage, or defects in the supplies made, balance amount will be paid by the paying authority without consignee's receipt certificate after three months from the date of the preceding part payment for the goods in question, subject to the following conditions:

(a) The supplier will make good any defect or deficiency that the consignee (s) may report within six months from the date of despatch of goods.

(b) Delay in supplies, if any, has been regularized.

(c) The contract price where it is subject to variation has been finalized. (d) The supplier furnishes the following undertakings:

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

22. Delay in the supplier's performance

- 22.1 The supplier shall deliver of the goods and perform the services under the contract within the time schedule specified by the purchaser in the List of Requirements and as incorporated in the contract.
- 22.2 Subject to the provision under GCC clause 26, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions:
- (i) Imposition of liquidated damages,
 - (ii) Forfeiture of its performance security and
 - (iii) Termination of the contract for default.
- 22.3 If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform the purchaser in writing about the same and its likely duration and make a request to the purchaser for extension of the delivery schedule accordingly. On receiving the supplier's communication, the purchaser shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.
- 22.4 When the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period shall, inter alia contain the following conditions:
- (a) The purchaser shall recover from the supplier, under the provisions of the clause 23 of the General Conditions of Contract, liquidated damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract.
 - (b) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase

in or fresh imposition of 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 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 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.

23. Liquidated damages

23.1 Subject to GCC clause 26, if the supplier fails to deliver any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, the purchaser shall, without prejudice to other rights and remedies available to the purchaser under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of goods and/or services until actual delivery or performance subject to a maximum of 10%

23.2 of the contract price. Once the maximum is reached purchaser may consider termination of the contract as per GCC 24.

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

24. Termination for default

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

25. Termination for insolvency

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

26. Force Majeure

- 26.1 Notwithstanding the provisions contained in GCC clauses 22, 23 and 24, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.
- 26.2 For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of the party claiming to be affected by such event and which has caused the non-

performance or delay in performance. Such events may include, but are not restricted to, acts of the purchaser either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes.

- 26.3 If a Force Majeure situation arises, the supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof within twenty-one days of occurrence of such event. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event
- 26.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.
- 26.5 In case due to a Force Majeure event the purchaser is unable to fulfil its contractual commitment and responsibility, the purchaser will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs

27. Termination for convenience

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

28. Governing language

28.1 The contract shall be written in English language following the provision as contained in 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. Notice

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 and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.

30.2 If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, unless otherwise provided in the SCC, either the purchaser 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 lakh (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. Trivandrum, Kerala.

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. General/ Miscellaneous Clauses

- 32.1 Nothing contained in this Contract shall be construed 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.
- 32.2 Any failure on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- 32.3 The Supplier shall notify the Purchaser of any material change that would have impact on performance of its obligations under this Contract.
- 32.4 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 for performance of contract/services including that of its Associates/Sub Contractors under the Contract.
- 32.5 The Supplier/its Indian Agent/CMC Provider shall at all times, indemnify and keep indemnified the Purchaser against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under CMC or the Contract.
- 32.6 The Supplier/its Agent/CMC Provider shall, at all times, indemnify and keep indemnified the Purchaser 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.
- 32.7 All claims regarding indemnity shall survive the termination or expiry of the contract.

SECTION-IV
Quality Control Requirements

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

Tender Reference :

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. Telephone number
 - d. Fax number
 - e. E- mail address
- 02 Plant and machinery details
- 03 Manufacturing process details
- 04 Monthly (single shift) production capacity of goods quoted for
 - a) Normal
 - b) Maximum
- 05 Total annual turn-over (value in Rupees)
- 06 Quality control arrangement details
 - a) For incoming materials and bought-out components
 - b) For process control
 - c) For final product evaluation
- 07 Test certificate held
 - a) Type test
 - b) BIS/ISO certification
 - c) Any other
- 08 Details of staff
 - a) Technical
 - b) Skilled
 - c) Unskilled

Signature and seal of the Tenderer

Section – V

Qualification Criteria

01. The Tenderer must be a Manufacturer or its authorized Agent.

02. (a) The Manufacturer should have supplied and installed in last **Five** years from the date of Tender Opening, atleast 200% of the quoted quantity of the similar equipment meeting major specification parameters which is functioning satisfactorily. The foreign Manufacturer satisfying the above criteria should also have supplied and installed in last **Five** years from the date of Tender Opening, at least 100% of quoted quantity of similar model which is functioning satisfactorily any where outside the country of manufacture.

02. (b) The Tenderers quoting as authorized representative of the manufacturer meeting the above criteria 02 (a) should have supplied and installed in last **Five** years from the date of Tender Opening, atleast 100% of the quoted quantity of similar equipments which is functioning satisfactorily, any where in India of the same manufacturer.

Note

1. In support of 2 (a) & 2 (b), the Tenderer shall furnish Performance statement in the enclosed Proforma 'A'.

The manufacturer as well as the Tenderer/ Indian Agent shall furnish Satisfactory Performance Certificate in respect of above, duly translated in English and duly notarized in the country of origin, alongwith the tender.

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

3. 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.
4. 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.

SECTION - VI

TECHNICAL SPECIFICATIONS OF STATE OF THE ART LATEST GENERATION SUPER CONDUCTING *MAGNETIC RESONANCE IMAGING SYSTEM*

1	Operational requirements
	The system should be 1.5Tesla MRI System with state-of-the-art latest features commercially available at the time of supply. It should be European CE/ US FDA approved. The system should be cost effective, with user friendly platform, reliable and capable of providing excellent performance for clinical imaging and research. The detailed specification that follows shall be understood to be minimum requirement.
2	Technical Specifications
2.1	<u>Magnet System</u>
a	Should be whole Body 1.5Tesla Magnetic Resonance Imaging System optimized for higher performance in Whole Body and Vascular examinations with superconducting magnet, high performance gradients and digital Radio Frequency System.
b	1.5 Tesla active shielded super conducting magnet.
c	The length of magnet bore should be short, i.e 60 cm flared opening.
d	It should have facilities of better illumination, ventilation and designed to avoid patient claustrophobia.
e	The magnet should be shielded from the external interferences.
f	The homogeneity of the magnet should be mentioned in relation to 10,20,30,40 cm DSV.
g	Give details of the number of planes, plots and number of measurement per planes, to measure the homogeneity.
h	Global and local auto shimming should be available.
i	Automated patient specific on line shimming should be available.
j	Specify the weight of the magnet including the gradient and covers etc.
k	The front panel display at the magnet should display coil, table position and also remote selection of coil elements.
l	Emergency Ramp down facility should be available.
2.2	<u>GRADIENT SYSTEM</u>
a	Actively shielded Gradient system with strength of at least 40 mT / m with slew rate of 150 mT / m/ sec OR 66mT / m with slew rate of 90mT/m/sec. These true slew rates should be available in each axis independently, for overall better duty cycle performance of the gradient.
b	The duty cycle should be 100 percent. Please give details.
c	The Gradient system should have provision for eddy current compensation.
d	Field of View should be at least 40 cm in all three axes.
e	Minimum TE & TR in 2D / 3D should be specified for all sequences.
f	Minimum Slice Thickness in 2D & 3D should be specified in relation to the sequence.
g	Echo Train Length in both Spin Echo and Gradient Echo should be at least 256 or more.

h	The measurement matrix should be from 128x128 to 1024x1024 in both 2D and 3D imaging as well
2.3	RF SYSTEM
a	RF system should be fully digital & solid state with transmit power of at least 15 kW
b	RF system should have at least minimum of 16 independent RF receiving channels with each having bandwidth of 1MHz or more.
c	Should have necessary hardware to support Phased array coils.
d	Specify frequency stability and amplifier resolution.
e	RF system should be compatible with parallel imaging techniques. It should be able to support time reductions with compatible coils in 2D/3D imaging in Body /Neuro imaging up to acceleration factor of at least 4.
2.4	RF COILS
a	The main body coil integrated to the magnet must be Quadrature/ CP.
	In addition to this coil following coils should be quoted.
b	Head and Neck coil.
c	In case above two coils do not suffice in combination for complete Neuro -vascular study from Aortic arch to Circle of Willis, please quote separate coil in addition to above two coils for this study.
d	Spine Coil for thoracic and Lumbar spine imaging. Mention the number of coil elements available.
e	It should be possible to do Head and Spine imaging together without changing the coil. It should be possible to do the same either with combination of coils or a dedicated coil to achieve the same should be quoted
f	Phased Array Body coil, capable of doing abdomen, pelvis, MRCP and peripheral imaging. It should have at least 12 elements and 50cm to 48cm FOV. Please specify the time reduction factor with parallel acquisition techniques.
g	Optional: Flexible Coil - Large FOV - Specify.
j	Flexible Coil – Small FOV- Specify
h	Quadrature Coil for Knee Imaging.
i	Dedicated Phased Array coil for Shoulder Imaging.
j	Optional: Coil for Cardiac Imaging with 8 channels or more.
k	Optional: PeripheralAngio Coil: Specify, type and no. of elements used.
l	Optional: Orbit Coil
m	Optional: Breast Coil capable of bilateral breast imaging. Specify type and channels.
2.5	<u>PATIENT HANDLING SYSTEM:</u>
a	Please specify the table type.
b	The table should be fully motorized with computer controlled table movements in vertical and horizontal directions.
c	The position accuracy should be at least +/- 1mm or better.
d	The table should be able to withstand patient load of 180 kgs
e	The table should have facility for manual traction in case of emergency.
f	The table should have patient auto alarm system. .
g	The CCTV system with LCD display to observe the patient.

h	The table should deliver the protocols for automatic bolus chasing in peripheral angio with automatic table movement.
i	A second dockable patient trolley with second MR tabletop for higher patient throughput and patient comfort should be offered, for preparing a second patient outside, in the patient wait area while the first patient is being scanned in the exam room.
2.6	Host Computer /Main Console and Image Processor
a	Computer system should be latest in the industry, fast and efficient. It should have at least 2 GB RAM.
b	The system should have image storage capacity of at least 1,00,000 images in 256x256 matrix
c	The main Host computer should have at least 19inch TFT/LCD type Color monitor.
d	The main console should have integrated MR compatible music system for the patient
e	The system should have CD/DVD archiving facility on the main console.
f	1000 high storage DVD's to be provided.
g	One workstation with 19 inch or more LCD color monitor to be provided for the applications as listed under item 2.8
2.7	APPLICATION SOFTWARE / HARDWARE
a	The system should have basic sequences package with Spin Echo, Inversion Recovery, Fast Spin Echo and Gradient Echo with echo train length of 256 to 255.
b	The application software for image smoothing and edge sharpness etc for improvement in image resolution should be quoted.
c	Single and Multi shot EPI imaging techniques.
d	MR Angio Imaging: Should have 2D/3D TOF, 2D/3D PC, MTS and TONE, CEMRA for head, spine and body applications.
e	Fat and water excitation - please specify the application package
f	Diffusion Weighted Imaging, with b value range of 300 to 10,000 with a facility to generate the ADC map with the acquired b value. The system should have facility for online automatic generation of ADC maps.
g	Please specify the motion correction algorithm/package for high-resolution motion free Diffusion weighed imaging with multishot/ segmented EPI techniques. It should be possible to have FLAIR diffusion with generation of corresponding ADC maps.
h	Perfusion Imaging to enable large anatomy coverage of the brain and in line calculation of the resulting hemodynamic as well as physiological parameters. The perfusion analysis should have capability to calculate color display of rMTT, rCBV, rCBF, corrected CBV, permeability constant and volume leakage. If the perfusion analysis is not possible on the main console the same should be available in the workstation as under 2.8
i	Optional: BOLD imaging: BOLD .technique with automated 3D motion correction, z-score, correlation analysis with color overlay on anatomical images. It should be possible to have Real Time Processing of BOLD imaging data on the main console for the complete reconstruction.
j	The system should have facility for quantification of the CSF flow data on the main console and / or the workstation.

k	The system should have the Hydrogen, Single Voxel spectroscopy, Multivoxel, multislice 2D, 3D Spectroscopy and also the Chemical shift imaging in 2D/3D. The complete processing / post - processing software including color metabolite maps should be available.
l	Optional: Advanced Cardiac Applications: morphology, wall motion, perfusion imaging, myocardial viability imaging, Cardiac functions including EF, ED/ES volume, Cardiac output, wall thickness, Cardiac Tagging Techniques, Coronary artery techniques .
m	The system should have prospective ECG triggering and retrospective gating with navigator pulses, interactive or automatic definition of the ventricular and myocardial contours, cine imaging, grid tagging. Besides this comprehensive set of all post processing software for the above mentioned cardiac applications should be mentioned.
n	The system should be supplied with ECG Trigger, respiratory trigger, peripheral pulse trigger and external trigger electrodes
o	The system should have facility to do Head to Toe imaging without shifting the patient at one go for metastases study and without any loss of SNR.
p	The system should perform DTI at least in 21 directions with possibility of processing with depiction of fractional anisotropy, mean diffusivity and other DTI metrics. Provide the fiber tracking software with overlays on various conventional images.
q	Optional: The system quoted should have the software for Whole Body Diffusion weighted imaging.
r	Should be ready for DICOM connections.
2.8	Workstation
a	Workstation with latest advanced post processing software with complete DICOM functionalities as the main console with 19 inch TFT/LCD colour monitor, with hard disk of at least 1,00,000 image storage in 256x256 matrix, and 2 GB RAM.
b	Image documentation should be possible from the main as well as the workstation.
c	The workstation should have display of Cardiac cine images in movie mode with rapid avi creation.
d	The workstation should have availability of Cardiac(optional), perfusion analysis, Processing of 2D/3D CSI data, Processing of Real Time BOLD imaging data, with color metabolite mapping, quantification of the CSF flow data, vascular analysis package and volume rendering technique.
e	Should have printing facility when connected with the laser printer (paper) and Dry Laser Imager
f	Should be ready for DICOM connections.
2.9	Dry Laser Imager with
a	Resolution: 16 bits/ 600 dpi or more
b	With minimum three ports.
c	Support Multiple Film Sizes: one of which must be 17"x14"
d	DICOM Compatible (Attach conformance statement).
2.10	Laser color printer (Paper):
a	DICOM Compliant
b	Resolution- at least 1200x1200 dpi or greater.
c	More than 20 ppm.
2.11	MR Compatible Pressure Injector:

a	Must have Independent dual Syringe power head. Console must have full color touch screen with user-defined protocols with programmable interscan delay.
b	Power injector should be Non – ferrous, automatic syringe size detection, performs single/dual phase contrast injections, provides saline flush delivery and allows timed contrast delivery.
c	Must be compatible with 10, 15, 20 & 30ml pre-filled contrast syringes and 50 ml syringes for both saline & contrast (100 Nos. of 50 ml Syringes with connectors should be provided).
d	Must be able to observe progress of injection and view injection results.
2.12	Online UPS of suitable rating should be supplied for complete system with minimum 30 minutes backup
2.13	The chiller supplied should be of standard make. Specify make and capacity.
2.14	Hand- held metal detector.
3	Standards, Safety and Training
3.1	Should be FDA / CE approved product
3.2	Calibration/Acceptance test certificate from the factory required.
3.3	Manufacturer/Supplier should have ISO certification for quality standards.
3.4	Should have local service facility .The service provider should have the necessary equipment recommended by the manufacturer to carry out preventive maintenance test as per guidelines provided in the service/maintenance manual.
3.5	Back to back warranty to be taken by the supplier from the principal to supply spares for a minimum period 10 years.
3.6	Standard phantoms for image quality audits to be provided.
3.7	Proper user training to be imparted to the users by specialists.
4	Documentation
a	User Manual in English
b	Service manual in English
c	Must submit user list and performance report within last 5 years from major hospitals.
d	Compliance Report to be submitted in a tabulated and point wise manner clearly mentioning the page/para number of original catalogue/data sheet. Any point ,if not substantiated with authenticated catalogue/manual, will not be considered.
e	List of Equipment available for providing calibration and routine Preventive Maintenance Support. as per manufacturer documentation in service/technical manual.
f	List of important spare parts and accessories with their part number and costing.
g	Price of optional items should be valid for three years at least.
3.7	Proper user training to be imparted to the users by specialists.
4	Documentation
a	User Manual in English
b	Service manual in English
c	Must submit user list and performance report within last 5 years from major hospitals.

d	Compliance Report to be submitted in a tabulated and point wise manner clearly mentioning the page/para number of original catalogue/data sheet. Any point, if not substantiated with authenticated catalogue/manual, will not be considered.
e	List of Equipment available for providing calibration and routine Preventive Maintenance Support. as per manufacturer documentation in service/technical manual.
f	List of important spare parts and accessories with their part number and costing.
g	Price of optional items should be valid for three years at least.
5	<p><u>Upgrade of the system</u> The selected supplier will have to upgrade the system free of cost for any software upgrades made available by the supplier during the warranty period. Schemes provided by the supplier for replacement of the system after its service life with the latest technology machine to be elaborated including buy back value.</p>
6	<p>Service Capability</p> <p>Tenderers have to mention the service network available in India and Odisha including.</p> <p>No. of service engineers for MRIs available in Odisha with their locations. (Optional) No. of service engineers who can be deputed for the proposed installations at Burla & Berhampur.</p>
7	<p>Training: - An MR expert should provide Training for the radiologist and technicians for a period of minimum 15 days at site.</p>

**SECTION-VII
TENDER FORM**

Date _____

To

(Complete address of the purchaser)

Ref. Your T/ document No. _____

dated _____

We, the undersigned have examined the above mentioned T/ 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 of _____ (total tender amount in figures and words), as shown in the price schedule(s), 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.

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, 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 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 T/ document, including amendment/ corrigendum, if any

(Signature with date)

(Name and designation)

Duly authorised to sign tender for and on behalf of

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

1 Schedule	2 Brief Description of Goods	3 Country of Origin	4 Quantity (Nos.)	5 Price per unit (Rs.)							6 Total Price (at Consignee Site) basis (Rs.)
				Ex - factory/ Ex -warehouse /Ex-showroom /Off - the shelf (a)	Excise Duty (if any) [%age & value] (b)	Sales Tax/ VAT(if any) [%age & value] (c)	Packing and Forwarding charges (d)	Inland Transportation, Insurance for a period including 3 months beyond date of delivery, loading/ unloading and Incidental costs till consignee's site (e)	Incidental Services (including Installation & Commissioning, Supervision, Demonstration and Training) at the Consignee's site (f)	Unit Price (at Consignee Site) basis (g) = a	
											No of units x 5(g)

Total Tender price in Rupees:
In words :

Note: -

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

Signature of Tenderer_____

Name_____

Business Address_____

Seal of the Tenderer_____

Place: _____

Date: _____

B) PRICE SCHEDULE FOR GOODS TO BE IMPORTED FROM ABROAD

1	2	3	4	5					6
Schedule	Brief Description of Goods	Country of Origin	Quantity (Nos.)	Price per unit (Currency)					Total price on CIP (Named Port of Destination) + Insurance for (local transportation and storage) No of units X 5 (e)
				FOB price at port/ airport of Lading (a)	Carriage & Insurance (port of loading to port of entry) and other Incidental costs** (b)	Incidental Services (including Installation & Commissioning, Supervision, Demonstration and Training) at the Consignee's site** (c)	Extended Insurance (local transportation and storage) from port of entry to the consignee site for a period including 3 months beyond date of delivery** (d)	Unit Price on CIP Named Port of Destination + Extended Insurance (local transportation and storage) + Customs duty** (e) = a+b+c+d+ Customs duty##	

** To be paid in Indian Currency (Rs.) ; ## Percentage of customs duty applicable should be mentioned.

Total Tender price in foreign currency: _____

In words: _____

Note: -

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

The charges for Annual CMC after warranty shall be quoted separately as per Section – XI – Price Schedule C

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

Indian Agent:

Indian Agency Commission - ___% of FOB

Place: _____

Date: _____

Signature of Tenderer _____

Name _____

Business address _____

Seal of the Tenderer _____

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

1	2	3	4							5
Schedule No.	BRIEF DESCRIPTION OF GOODS	QUANTITY. (Nos.)	Annual Comprehensive Maintenance Contract Cost for Each Unit year wise*.							Total Annual Comprehensive Maintenance Contract Cost for 7 Years [No of units x (4a+4b+4c+4d+4e+4f+4g)]
			4 th	5 th	6 th	7 th	8 th	9 th	10 th	
			a	b	c	d	e	f	g	

- After completion of Warranty period

• **NOTE: -**

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

The cost of Comprehensive Maintenance Contract (CMC) which includes preventive maintenance including testing & calibration as per technical/ service /operation manual, labour and spares, after satisfactory completion of Warranty period may be quoted for next 9 years on yearly basis for complete equipment and Turnkey (if any).

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.

Cost of CMC will be added for Ranking/Evaluation purpose.

The payment of CMC will be made as per clause 8.13 of SECTION VI

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.

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

The stipulations in Technical Specification will supersede above provisions

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.

Place: _____

Date: _____

Name _____

Signature of Tenderer _____

Business address _____

Seal of the Tenderer _____

D) PRICE SCHEDULE FOR SITE WORK (TURNKEY)

Schedule No.	DESCRIPTION OF ITEMS	CONSIGNEE SITE**	Turnkey price (Rs)

**** VSS MEDICAL COLLEGE, BURLA & MKCG MEDICAL COLLEGE, BERHAMPUR**

NOTE: -

- 1. The cost of Turnkey as per Specification (clause 12.7.A, Section II ,GIT) 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.*
- 4. The stipulations in Technical Specification will supersede above provisions*
- 5. Detailed BOQ and drawings enclosed separately*

Place: _____

Date: _____

Signature of Tenderer _____

Name _____

Business address _____

Seal of the Tenderer _____

SECTION – VIII
CHECKLIST

Name of Tenderer:

Name of Manufacturer:

SL No.	Activity	Yes/ No/ NA	Page No. in the T/ document	Remarks
1.	Have you enclosed duly filled Tender Form as per format in Section VII?			
2.	Have you enclosed Power of Attorney in favour of the signatory?			
3a	Have you enclosed clause-by-clause technical compliance statement for the quoted goods vis-à-vis the Technical specifications?			
3 b.	In case of Technical deviations in the compliance statement, have you identified and marked the deviations?			
4 a	Have you submitted satisfactory performance certificate as per the Proforma for performance statement in Sec. V of T/ document in respect of all orders?			
b.	Have you submitted copy of the order(s) and end user certificate?			
5.	Have you submitted manufacturer's authorization as per Section VII?			
6.	Have you submitted prices of goods, turnkey (if any), CMC etc. in the Price Schedule as per Section VI?			
7.	Have you kept validity of 120 days from the Techno Commercial Tender Opening date as per the T/ document?			

SL No.	Activity	Yes/ No/ NA	Page No. in the T/ document	Remarks
8. a.	In case of Indian Tenderer, have you furnished Income Tax Account No. as allotted by the Income Tax Department of Government of India?			
8 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?			
9	Have you intimated the name an full address of your Banker (s) along with your Account Number			
10	Have you fully accepted payment terms as per T/ document?			
11	Have you fully accepted delivery period as per T/ document?			
12	Have you submitted the certificate of incorporation?			
13	Have you accepted the warranty as per T/ document?			
14	Have you accepted terms and conditions of T/ document?			
15	Have you furnished documents establishing your eligibility & qualification criteria as per T/ documents?			
16	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.

3. It is the responsibility of tenderer to go through the T/ 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)

ANNEXURE- I

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

Signature and seal of the Tenderer

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

ANNEXURE- II
MANUFACTURER'S AUTHORISATION FORM

To

(Name and address of the purchaser)

Dear Sirs,

Ref. Your T/ 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 T/ documents for the above goods manufactured by us.

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

Yours faithfully,

[Signature with date, name and designation]

For and on behalf of Messrs _____

[Name & address of the manufacturers]

Note: 1. This letter of authorisation should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.

2. Original letter may be sent.

ANNEXURE- III
**BANK GUARANTEE FORM FOR PERFORMANCE SECURITY/ CMC SECURITY /ADVANCE
PAYMENT**

To

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..... 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

* Strike out whichever is not applicable.

ANNEXURE- IV
CONTRACT FORM - A
CONTRACT FORM FOR SUPPLY, INSTALLATION, COMMISSIONING, HANDING OVER,
TRIAL RUN, PERFORMANCE TESTING , TRAINING OF OPERATORS AND OTHER STAFF &
WARRANTY OF GOODS

(Address of the Purchaser's
Office issuing the contract)

Contract No _____ dated _____

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

1. Name & address of the Supplier: _____
2. Purchaser's T/ document No _____ dated _____ and subsequent Amendment No _____, dated _____ (if any), issued by the purchaser
3. Supplier's Tender No _____ dated _____ and subsequent communication(s) No _____ dated _____ (if any), exchanged between the supplier and the purchaser in connection with this tender.
4. In addition to this Contract Form, the following documents etc, which are included in the documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as integral part of this contract:

(i) General Conditions of Contract;

(ii) Technical Specifications;

(iii) Quality Control Requirements;

(iv) Tender Form furnished by the supplier;

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

(vi) Manufacturers' Authorisation Form (if applicable for this tender);

(vii) Purchaser's Notification of Award (Purchase order)

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 T/ document shall also apply to this contract.

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

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

- (i) Delivery schedule
- (ii) Details of Performance Security
- (iii) Quality Control
 - (a) Mode(s), stage(s) and place(s) of conducting inspections and tests.
 - (b) Designation and address of purchaser's inspecting officer
- (iv) Destination and despatch instructions
- (v) Consignee, including port consignee, if any
- (vi) Warranty clause
- (vi) Payment terms

**(Signature, name and address
Of the purchaser's authorised official)
For and on behalf of _____**

Received and accepted this contract

(Signature, name and address of the supplier's executive

Duly authorised to sign on behalf of the supplier)

For and on behalf of _____

(Name and address of the supplier)

(Seal of the supplier)

Date: _____

: Place _____

ANNEXURE-V

CONTRACT FORM - B

CONTRACT FORM FOR ANNUAL COMPREHENSIVE MAINTENANCE CONTRACT

Annual CM Contract No. _____ **dated** _____

Between

(Address of the Purchaser)

And

(Name & Address of the Supplier)

Ref: Contract No _____ dated _____ (Contract No. & date of Contract for supply, installation, commissioning, handing over, trial run, performance testing, and training of operators & warranty of goods)

In continuation to the above referred contract

a) The Contract of Annual Comprehensive Maintenance is hereby concluded as under: -

1	1 1	2	3	4							5
Schedule Number	Brief Description of Goods	Quantity	Annual Comprehensive Maintenance Contract cost for each unit year wise							Total Annual CMC Contract Cost For 7 years No of units X [4a+4b+4c+4d+4e+4f+4g]	
			4 th	5 th	6 th	7 th	8 th	9 th	10 th		
			a	b	c	d	e	f	g		

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

- b) The CMC commences 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 the next 7 years as contained in the above referred contract on yearly basis for the complete system and the Turnkey part.
- d) There has to 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 each installation for preventive maintenance including testing and calibration as per the manufacturer's service/ technical/ operational manual. The supplier shall visit each installation as recommended in the manufacturer's manual, 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.
- i) **Payment terms:** The payment of Annual CMC will be made against the bills raised to the purchaser by the supplier on annual basis after satisfactory completion of said period, As an option the payment of annual CMC shall be paid at the beginning of the concerned year against a BG for equivalent value with validity till the end of the CMC period.
The payment will be made in Indian Rupees.

(Signature, name and address)

For and on behalf of HLL LIFECARE LIMITED

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: _____

ANNEXURE- VI

CONSIGNEE RECEIPT CERTIFICATE
(To be given by consignee's authorized representative)

The following stores(s) have been received in good condition:

Contract No. & date : _____

Supplier's Name : _____

Consignee's Name & Address with telephone No. & Fax No. : _____

Name of the item supplied : _____

Quantity Supplied : _____

Date of Receipt by the Consignee : _____

Name and designation of Authorized Representative of
Consignee : _____

Signature of Authorized Representative of Consignee with
date : _____

Seal of the Consignee : _____

ANNEXURE- VII
Proforma of Final Acceptance Certificate by the Consignee

No _____

Date _____

To

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 Lading/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 performance test _____

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

SL NO	Description of short supply items	Quantity	Amount to be recovered

- The performance test has/has not been done to our entire satisfaction and operators have/have not been trained to operate the equipment(s)/plant(s).
- The supplier has/has not fulfilled its contractual obligations satisfactorily.
- The supplier has/has not adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to 'Technical Specifications'.
- He has/has not supervised the commissioning of the equipment(s)/plant(s) on time, i.e. within the period specified in the contract from date of intimation by the purchaser in respect of the installation of the equipment(s)/plant(s).
- The supplier (as specified in the contract) has/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 _____ (indicate the amount).

Signature

Name

Designation with stamp



