

**Rajiv Gandhi Super Specialty Hospital,**  
**Tahirpur, Near Dilshad Garden, Delhi-110093**  
**Tel.No.s: + 91-011-22312244**  
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**TENDER DOCUMENT**

**Tender for entering into running rate contract for supply of equipments**

**NIT no.** e-NIT no. 2/2013    **Tender Enquiry no.** 1/1                      **Due date:** 17/06/2013

**Section I - Invitation for Bidding**

**1. Notice Inviting Tenders(NIT)**

- 1.1 On behalf of the Director, Rajiv Gandhi Super Specialty Hospital, Tahirpur, Delhi 110093 e-Tenders (online tenders) are invited from reputed firms / manufacturers / authorized suppliers of hospital equipments for entering into running rate contract for supply, installation, commissioning & maintenance of various equipments as per list at Annexure 12 and as per technical specifications mentioned at Annexure 13 to the Rajiv Gandhi Super Speciality Hospital for a period of one year from the date of issue of rate contract which may be extended for further one year on the same terms and conditions at the discretion of the Director, Rajiv Gandhi Super Speciality Hospital, Tahirpur, Delhi.
- 1.2 **Foreign based Manufacturers not having office or subsidiary in India will have the option to appoint one Indian agent, on their behalf, for submission of bids and facilitating supply (customs clearance, transportation etc.) installation, commissioning, maintenance & repair and after sales service etc. for which, Manufacturer will give an exclusive authorization meant for this tender/tenders in favour of the Indian agent.**
- 1.3 Foreign based Manufacturers will pay their Indian agent, for the services rendered by the Indian Agent as per their own agreement or understanding. Rajiv Gandhi Super Specialty Hospital, Tahirpur, Near Dilshad Garden, Delhi-110093 in any way will not be a party to such agreement or understanding.
- 1.4 In this tender, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product. If an agent submits bid on behalf of the principal/OEM, the same shall not submit a bid on behalf of another Principal/OEM in the tender for the same item/product.
- 1.5 The bidder who participates in the tender enquiry will enter into an agreement with the Department for the purpose of this NIT.
- 1.6 Technical specifications and other details of the required equipment are given under the **Section – VII - “List of Requirements+of this tender document.**
- 1.6 **Schedule of Tenders:**

<b>Sl.No.</b>	<b>Details</b>	<b>Scheduled dates</b>
1	Date of release of advertisement of tenders through e-procurement web site&start date for downloading tenders	27/05/2013
2	Start date for downloading tenders	27/05/2013
3	Last Date & Time for downloading Tender Documents	17/06/2013 up to 1.00 P.M.

	from e-Procurement web site	
4	Last Date & Time for submission of online Tenders	17/06/2013 up to 1.00 P.M.
5	Last Date & Time for submission of EMD, in physical form and original undertakings as per Annexure 3, 4 & 5 in the Office of Medical Superintendent, Rajiv Gandhi Super Specialty Hospital, Tahirpur, Near Dilshad Garden, Delhi-110093	17/06/2013 up to 1.00 P.M.
6	Date & Time for pre-bid meeting	3/06/2013 at 11.00 A.M.
7	Date & Time of Opening of Tenders (Pre-Qualification/Technical Bids)	17/06/2013 at 2.00 P.M.
8	Date & Time for demonstration of equipment	Will be informed later
9	Date & Time of Opening of financial bids (tentative)	Will be informed later

## 2. Late & Delayed Tenders are not acceptable.

## **Section II: Qualification/Eligibility Criteria**

Tenderers should submit the following documents in the Fees cover

1. Prequalification Bid cover (1)
2. Technical Bid cover (2)

Failing which the tenders will be ignored and rejected as nonresponsive:

### 1. Prequalification Bid Cover (1)

1. Tender Form (Annexure-7)
2. EMD to be submitted as per Section III and in case of bank guaranty EMD PQ should be submitted in the format given under Annexure 11 (Bank Guarantee form for Performance Security). **(Original to be submitted in the tender box placed in the office of Medical Superintendent, Rajiv Gandhi Super Speciality Hospital, Tahirpur, Delhi on the date and time mentioned at Sl. No. 5 at 1.6 "Schedule of Tenders" in Section I)**
3. Latest Income Tax Return (ITR) and copy of PAN card . to be submitted as per Section III.
4. Undertaking on non-judicial stamp paper of Rs.100/- for Terms & Conditions of this tender - to be submitted in the format given at Annexure-3. **(Original to be submitted in the tender box placed in the office of Medical Superintendent, Rajiv Gandhi Super Speciality Hospital, Tahirpur, Delhi on the date and time mentioned at Sl. No. 5 at 1.6 "Schedule of Tenders" in Section I)**
5. Undertaking on non-judicial stamp paper of Rs.100/- for warranty clause - to be submitted in the format given at Annexure-4. **(Original to be submitted in the tender box placed in the office of Medical Superintendent, Rajiv Gandhi Super Speciality Hospital, Tahirpur, Delhi on the date and time mentioned at Sl. No. 5 at 1.6 "Schedule of Tenders" in Section I)**
6. Manufacturer's Authorization Letter, if any, to be submitted as per Annexure-9.
7. Copy of this tender document duly signed & stamped by the tenderer. Tenderers will have to put page numbers on all documents.
8. Tenderers will have to upload a covering letter indicating the details and total number of documents uploaded with each bid.
9. Tenderers should submit authorization letter to sign and submit the tenders as prescribed under Section-III as per Annexure - 10.
10. The bidder will upload scanned copy of a certificate, indicating annual turnover for the preceding three consecutive financial years i.e. for 2009-10, 2010-11 & 2011-12 duly audited and certified by approved Chartered Accountant. The average annual turnover should be as per **Annexure –13**, failing which, tender will be rejected.

## 2. Technical Bid Cover (2)

1. Undertaking on non-judicial stamp paper of Rs.100/- related to service centre etc. to be submitted in the format given at Annexure 5. **(Original to be submitted in the tender box placed in the office of Medical Superintendent, Rajiv Gandhi Super Speciality Hospital, Tahirpur, Delhi on the date and time mentioned at Sl. No. 5 at 1.6 “Schedule of Tenders” in Section I).**
2. Tenderers will have to upload a covering letter indicating the details and total number of documents uploaded with each bid.
3. Technical Compliance Statement to be submitted as per Section III and in the format given at Annexure-6 on the letter head.
4. Additional information to be submitted as per Annexure-8 on the letter head.
5. Tenderers should furnish a list of successful installations & commissions executed by them for similar equipment, preferably from Govt. Hospitals / Institutions in India, in the last three years.
6. Technical offer / Bid.
7. Brochures, literature and catalogues etc.
8. A list of all required accessories / spares / consumables for running, maintenance / repair of the equipment.
9. The tenderer should submit documentary proof that he/she is manufacturer of the quoted equipment and he will be responsible for supply, installation & maintenance of the equipment duly signed by the manufacturers authorized person on the letter head of the manufacturer.

## **Section III: General Instructions to Tenderers (GIT)**

### 1. **Introduction**

- 1.1 Definitions and abbreviations which have been used in these documents shall have the meanings as indicated in the **GCC**.
- 1.2 These tender documents are meant for the requirements mentioned in **Section-VII “List of Requirements”** only.
- 1.3 This section (Section III-~~General Instructions to Tenderers~~) provides the relevant information as well as instructions to assist prospective tenderers in preparation and submission of tenders, receipt & opening of bids evaluation etc. However, the tenderers also study rest of this document . SIT, GCC and SCC etc. before submitting the tender document.
- 1.4 **Language of the Tender:** The tender submitted by the tenderer and all subsequent correspondence and documents related to the tender exchanged between the tenderer and the Hospital, shall be written in English language only.
- 1.5 **Eligible Tenderers:** This invitation for tender is open to all tenderers who fulfill the eligibility criteria in these documents. Please refer to **Section II: Qualification/Eligibility Criteria**.
- 1.6 **Tendering Expense:** The tenderer shall bear all costs and expenditure incurred and/or to be incurred by it in connection with this tender including preparation, mailing and submission of its tender and for subsequent processing of the same. Rajiv Gandhi Super Speciality Hospital, will, in no case be responsible or liable for any such cost, expenditure etc. regardless of the conduct or outcome of the tendering process.

### 2. **Tender Documents**

#### 2.1 **Content of Tender Documents:**

**The Tender Document includes:**

- **Section I - Invitation for Bidding (Notice Inviting Tenders-NIT)**

- **Section II – Qualification/Eligibility Criteria**
- **Section III – General Instructions to Tenderers(GIT)**
- **Section IV- General Conditions of Contract (GCC)**
- **Section V – Special Instructions to Tenderers(SIT)**
- **Section VI – Special Conditions of Contract (SCC)**
- **Section VII – List of Requirements**
- **Section VIII – Technical Specifications & Compliance statement**
- **Annexure 1 – Checklist**
- **Annexure 2 – Price Schedule**
- **Annexure 3 –Undertaking for Terms & Conditions**
- **Annexure 4- Warranty/Guaranty Undertaking**
- **Annexure 5- Undertaking related to after Sales Service**
- **Annexure 6- Technical Compliance Statement**
- **Annexure 7- Tender Form**
- **Annexure 8- Additional Information**
- **Annexure -9 Manufacturers Authorization letter**
- **Annexure-10 Authorization letter to sign the tender document.**
- **Annexure 11- Bank Guarantee Form for Performance Guarantee**
- **Annexure 12 – List of equipments required**
- **Annexure 13– Specifications of the equipment**

2.2 The relevant details of the required goods, terms & conditions and procedure for tendering, evaluation, issue of contract, standard formats used for this purpose etc. are incorporated in the above said documents. Tenderers should read and examine all these terms & conditions before submitting their tenders.

2.3 Tenderers should download a copy of this Tender Document, put page numbers on each page of the document and the authorized signatory of the tenderer should sign/stamp each page and upload that document while submitting their online tenders (cover 1 Prequalification Bid).

### **3. Amendments to the Tender documents:**

Director, Rajiv Gandhi Super Specialty Hospital, at any time prior to the deadline for submission of tenders may, for any reason deemed to be fit buy it, modify the tender documents by issuing amendments. Such an amendment will be notified in writing.

**4. Pre-Bid Conference:** A pre-bid conference may be stipulated on the date and time mentioned in Section . I at 1.6 % schedule of Tenders at S.No. 5 for clarification/amendment on the contents of the tender document.

### **5. Preparation of Tenders:**

#### **Documents comprising the Tender:**

**5.1** Tenders submitted by the tenderers should contain the following documents, duly filled in, as required:

- a. Tender form, Pre Qualification Bid/Technical bid and Price Schedule.
- b. Documentary evidence as necessary in terms of Section-II establishing that the tenderer is eligible to submit the tender and also qualified to perform the contract if its tender is accepted.
- c. Documents and relevant details to establish in accordance with GIT that the goods and allied services to be supplied by the tenderer conform to the requirement of the tender documents along with list of deviations if any.
- d. Earnest Money Deposit furnished in accordance with the GIT clause no.8.
- e. Additional information as per Annexure-8.
- f. Manufacturers Authorization Form as per Annexure-9 must be submitted by those who would like to appoint one Indian Agent.
- g. Tenderers should also upload technical literature, brochures and other documents in support of suitability of the goods quoted by them.
- h. Tenderer who does not fulfill any of the above requirements and / or gives evasive information/reply against any such requirement shall be liable to be ignored and rejected.

**6. Tender currencies:**

- 6.1 Tenderers should quote prices in Indian Rupees only.
- 6.2 Tenderers should quote price on F.O.R. (destination) basis.
- 6.3 If the goods are to be imported, the contractor will import the same. The contractor will pay all incidental charges & duties (customs duty etc.) and supply the goods to the indenter. However, applicable local taxes will be paid by the indenter, if quoted.
- 6.4 The Tenderer will declare whether Customs Duty is payable for import of this equipment or not.
- 6.5 If customs duty is payable, the Tenderer will indicate the amount of customs duty payable, in the relevant column of the Price Schedule ((column no.6).
- 6.6 The Tenderer will seek Customs Duty Exemption Certificate (CDEC) from the hospital, if on submission of the same, the customs department allows exemption of payment of customs duty.
- 6.7 Customs Duty Exemption Certificate (CDEC) shall be issued by the hospital for the specific import meant for supply to the hospital. The contractor shall submit original copy of Bill of Entry showing the details of this equipment, in all such cases.

**7. Tender prices:**

- 7.1 Tenderers should quote their prices in the Price schedule format (cover 2 . Financial bid - of the e-procurement system) as given under Annexure-2.
- 7.2 All columns shown in the price schedule should be filled up as required and the lowest one will be decided on the basis of %Total Amount+shown in Column 13 of the Price Schedule.

**8. Earnest money Deposit (EMD in Indian Rupees only - refundable):**

- 8.1 Tenderers should submit EMD as prescribed in Annexure-12.
- 8.2 EMD should be submitted in physical form within the last date/time for receipt of tenders as stipulated in Section . I.
- 8.3 Tenderers should submit EMD, original in physical form, in the office of the Medical Superintendent, Rajiv Gandhi Super Specialty Hospital, Tahirpur, Near Dilshad Garden, Delhi-110093.
- 8.4 EMD should be furnished in the form of Account payee Demand Draft, Fixed Deposit Receipt, Bankers' Cheque or Bank Guarantee from any nationalized bank or schedule or commercial bank in an acceptable form.
- 8.5 EMD should be prepared in the name of %Director, Rajiv Gandhi Super Specialty Hospital, Tahirpur, Near Dilshad Garden, Delhi-110093 and duly discharged in his/her favour.
- 8.6 EMD should be valid for a period of six months from the date of opening of Tenders.
- 8.7 No interest shall be payable by the purchaser on the Earnest Money Deposit.
- 8.8 EMD will be returned to the successful tenderer after 30 days from the date of issue of contract.

- 8.9 EMD of unsuccessful tenders will be returned after issue of notification of award of contract.
- 8.10 EMD will be forfeited in case the Tenderer withdraws its tender within the period of validity of tenderers.
- 8.11 EMD will be forfeited in case the successful tenderer fails to furnish the required performance security as per Section-IV of this tender document.

**9. Income Tax Return:**

- 9.1 Tenderers should submit a copy of latest Income Tax Return (ITR) along with acknowledgement of receipt from the Income Tax department, as prescribed under the section II.
- 9.2 Permanent Income Tax Account Number (PAN number) of the Tenderer written on the ITR should be clearly visible and if not so, tenderer should submit a copy of their PAN number issued by the Income Tax department.
- 9.3 The Income Tax Return (ITR) should be in the name of the Tenderer or in the name of proprietor(s) in case of firms registered on proprietorship basis.
- 9.4 Govt of India / State Government departments / undertakings are exempted from submitting the Income Tax Return (ITR).

**10. Undertaking for acceptance of terms & conditions:**

- 10.1 Tenderers should submit an Undertaking certifying that they accept all terms & conditions mentioned in this tender document prepared on a non-judicial stamp paper of Rs.100/- denomination in the format given under Annexure-3.
- 10.2 Tenderers should upload a copy of the undertaking in the e-procurement system and original be submitted along with the EMD in physical form.
- 10.3 Non-submission of undertaking will result in rejection of the tenders.

**11. Warranty/Guaranty Undertaking:**

- 11.1 Tenderers should submit a Warranty/Guaranty Undertaking certifying that they accept the Warranty clause as given under Section-IV of this tender document, prepared on non-judicial stamp paper of Rs.100/- denomination in the format given under Annexure-4.
- 11.2 Tenderers should upload a copy of the warranty undertaking in the e-procurement system and original be submitted along with the EMD in physical form.
- 11.3 Non-submission of warranty undertaking will result in rejection of the tenders.

**12. Validity of Tenders:**

- 12.1 The Tenders will remain valid for 150 days from the date of opening (due date) of tenders.
- 12.2 Director, Rajiv Gandhi Super Specialty Hospital, reserves the right to extend the validity of tenders beyond 150 days, by notifying the concerned tenderers. However, tenderers consent for holding the prices through the extended period will be taken during the currency of validity.

**13. Technical Bid (TB):**

- 13.1 Tenderers should submit technical bid containing complete details of the required equipment as given under the Section VII . %list of requirements% & Section VIII - +Technical Specifications & Compliance Statement+ through e-procurement site (cover 2 for Technical Bid).
- 13.2 Tenderers should quote one model per tender. To submit tenders for more than one model, say for example, for two models, two separate tenders with separate EMD% will have to be submitted.
- 13.3 In case the equipment is to be purchased on turnkey basis as given under Section VII %list of requirements+ & Section VIII . %Technical specifications & compliance statement+, Tenderers should furnish detailed scope of turnkey works offered by them.
- 13.4 Tenderers should furnish a detailed write-up on the complete technical details of the equipment offered by them clearly indicating special features etc. Tenderers should submit a detailed scope of supply of the required equipment.
- 13.5 Tenderers should upload copies of detailed brochures, literature and catalogues / leaflets related to the equipment quoted by them.

- 13.6 A list of all required accessories / spares / consumables for running, maintenance / repair of the equipment be prepared in detail and uploaded.
- 13.7 Tenderers should first ensure that their product is able to meet the technical specifications of the tender as given under Section-VIII %Technical Specifications & Compliance statement+ Tenderers should then quote strictly as per the required specification of the equipment.
- 13.8 Tenderers should submit a compliance statement in the prescribed format as given under Annexure-6 %Technical Compliance Statement+ clearly indicating the deviations, if any. Deviations from any of the required technical specifications must be brought out clearly giving a deviation statement.
- 13.9 The Tenderer should submit an Undertaking related to after sales service certifying that they have necessary infrastructure for maintenance & repair of the equipment and they agree to provide the required accessories / spares as and when required by the indenter, for the next 10 years, as given under Annexure-5 of this tender document, prepared on a non-judicial stamp paper of Rs.100/- denomination.
- 13.10 The tenderer should submit documentary proof that he/she is manufacturer of the quoted equipment and he will be responsible for supply, installation & maintenance of the equipment duly signed by the manufacturers authorized person on the letter head of the manufacturer.
- 13.11 Tenderers should furnish a list of successful installations & commissions executed by them for similar equipment, preferably from Govt. Hospitals / Institutions in India, in the last three years.
- 13.12 Tenderers should arrange for demonstration of the quoted equipment at their own cost, at Rajiv Gandhi Super Speciality Hospital, Tahirpur, Delhi as and when required.
- 13.13 After evaluation of the technical bids, technically approved bidders will be informed date & time for demonstration of equipment (if required).
- 13.14 Contractors should furnish one copy of service manual at the time of demonstration of the equipment.

**13 Financial Bids (FB):**

- 14.1 Tenderers should submit Financial Bid in the prescribed proforma as given under Annexure-2 namely %Price Schedule+through e-procurement site (cover 3 Financial Bid).
- 14.2 Tenderers must be careful while uploading the price schedule on the web site and should read the instructions which are directly related to equipment price and landing costs etc. and need to be quoted only in INR.
- 14.3 The price schedule is meant for single currency quote i.e. only Indian Rupees can be quoted. Foreign currencies are not acceptable.
- 14.4 The price schedule is divided into 13 columns - from 1 to 13. The two columns i.e. column no. 6 & 7 are directly related to equipment price and landing cost etc. and needs to be quoted only in INRs and other column from 8 to 12 are related to comprehensive maintenance contract of the item /equipment.
- 14.5 Tenders should quote for one unit only in all column nos. 6 -12 . Total amount in column no 13, shown by the computer automatically, will be the value for all quantities (as per column 3) i.e. (column 6 to 12) x (column 3) except VAT, if applicable.
- 14.6 Tenderers must put %0+(i.e. zero) if they do not wish to quote any value under any column. If they put Zero (0) in any column it will be presumed that no charges are liable to be paid by the Hospital.
- 14.7 Lowest (L-1) bidder will be decided on the basis of total amount in column No 13.(i.e. by adding the basic cost of the equipment and the total charges for the comprehensive maintenance contract (CMC) for the next 5 years i.e. 3<sup>rd</sup> year to 7<sup>th</sup> year from the date of installation of equipment).

**15. Firm Prices:** Prices quoted by the tenderer shall remain firm and fixed during the currency of the contract.

**16. FALL CLAUSE:** If at any time during the execution of the contract, the sale price of the equipment/stores, covered under this tender enquiry are reduced, in respect of supplies to any Govt. organization (including the purchaser of any department of the Govt. of N.C.T. of Delhi) at a price lower than the price quoted under this contract, the contractor shall immediately inform and forthwith

pass such reduction to the purchaser. The price of such equipment/store, payable under this tender for the stores supplied after the date of coming into force of such reduction, shall stand correspondingly reduced.

**17. Authorization to sign and submit the tenders:** An authenticated copy of the document which authorizes the signatory to commit on behalf of the firm shall accompany the tender. The individual signing the tender or any other documents connected therewith should clearly indicate his full name and designation and also specify whether he/she is signing,

17.1 As a sole proprietor of the concern or as an attorney of the sole proprietor;

17.2 As partner (s) of the firm;

17.3 As Director, Manager or Secretary in case of the Limited Company duly authorized by the Board of Directors or in pursuance of the authority conferred by the Memorandum of Association.

17.4 The authorized signatory of the tenderer must sign the tender at appropriate places and initial the remaining pages of the tender.

**18. Submission of Tenders:**

18.1 **Availability of Tender Documents:** Tender documents are available on the e-procurement web site <https://govtprocurement.delhi.gov.in>. Prospective tenderers can access the same and they can download the tender documents, free of cost.

18.2 Tenders are to be submitted through the web site <https://govtprocurement.delhi.gov.in>.

18.3 For participation in this tender enquiry, contractors are required to obtain digital certificate (class II b) and register their company with the National Informatics Centre (NIC), Govt.of India, in consultation with the NIC Help Desk.

18.4 Tenderer must attend e-procurement training (to be given by the NIC), on any working day between 10 AM to 5 PM.

18.5 For any assistance & clarifications with respect to training and submission of online tenders, Tenderer must contact NIC Help Desk - Address - 6<sup>th</sup> Level, C-Wing, Vikas Bhawan-II, Metcalfe House, Upper Bela Road, Delhi, India. Contact Telephone number 011-23813523 & Toll Free no.18002337313.

18.6 The NIC e-procurement system stipulates a three cover process for uploading the tenders. Cover 1 for Prequalification bid, Cover 2 for Technical bid and Cover 3 is meant for Financial Bid uploading. While uploading the tenders, the prospective tenderers must strictly follow the instructions given by the NIC during their training.

18.7 Tenderer should submit EMD along with other required documents in physical form as stipulated under Section-I. A copy of EMD should be uploaded in the prequalification bid along with other documents.

18.8 Tenderers will have to download the tender document, sign & stamp each page and upload the same along with the prequalification bid.

18.9 All other documents in support of the tender should be scanned and uploaded with the relevant bid.

18.10 Tenderers will have to put page numbers on all documents.

18.11 Tenderers will have to upload a covering letter indicating the details and total number of documents uploaded with each bid.

18.12 Tenderers should note that NO PRICES SHALL BE INDICATED in the Pre-qualification Bid / Technical Bid, otherwise the Bid will be rejected outrightly without any further correspondence.

**19. Alteration and Withdrawal of tender**

19.2 The e-tender system allows the tenderer to alter/modify the tender within the deadline for submission of tenders. Alterations/modifications to tenders after the prescribed deadline will not be permitted by the system.

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

**20. OPENING OF BIDS**



- 20.1 Director, Rajiv Gandhi Super Specialty Hospital will appoint a tender opening committee for opening the on-line tenders as specified under Section-I. In case the specified date of tender opening falls on / is subsequently declared a holiday or closed day, tenders will be opened on the appointed time and place on the next working day.
- 20.2 The tenders will be opened in the Purchase branch, Rajiv Gandhi Super Specialty Hospital, Tahirpur, Near Dilshad Garden, Delhi-110093 (Tel.no.22312244).
- 20.3 Authorized representatives of the tenderers, who have submitted tenders in time, may attend the tender opening process, provided they bring with them letters of authority from the concerned tenderers.
- 20.4 During the tender opening, the tender opening committee will inform authorized representatives regarding number of uploaded tenders, name of the companies and any other special features, as deemed fit.
- 20.5 Prequalification bids (cover 1) are opened first. These bids shall be scrutinized and evaluated by the competent committee/authority with reference to the parameters prescribed in the tender document. Technical bids (cover 2) of those bidders qualified at the pre-qualification stage are opened next.
- 20.6 Thereafter, financial bids (cover 3) of the technically acceptable offers shall be opened for further scrutiny and evaluation.
- 20.7 Other financial bids will be automatically blocked by the e-procurement system and will not be opened.

## 21 **Scrutiny and evaluation of Tenders**

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

- 21.1 The tenders will first be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the tender document. Non-submission of any of the documents stipulated in Section . II and the bids, that do not meet the basic requirements, are liable to be treated as unresponsive and ignored.
- 21.2 The prequalification and technical bids, opened on the scheduled day, will be evaluated by competent committees.
- 21.3 The Financial Bids of successful tenderers at technical bid stage shall be opened on the designated day in the presence of concerned tenderers who chose to attend.

## 22. **Clarification of Bids**

**During evaluation and comparison of bids, the purchaser may, at its discretion, ask the bidder for clarification on the scanned documents uploaded by them. The bidder should submit written clarification/documents within the stipulated time. The purchaser may accept such clarification and receive documents related to the clarification sought. No change in prices or substance of the bid shall be sought, offered or permitted. No post-bid clarification at the initiative of the contractor shall be entertained.**

## 23. **Qualification/Eligibility Criteria**

Bids, who do not meet the required qualification/eligibility criteria prescribed in Section-II, will be treated as unresponsive and will not be considered further.

## 24. **Cartel formation/Pool Rates**

Cartel formation or quotation of pool/co-ordinated rates leading to %Appreciable Adverse effect on Competition+ (AAEC) as identified in Competition Act, 2002, as amended by Competition(Amendment) Act, 2007, would be considered as a serious misdemeanor and would be dealt accordingly as per the Section IV.

## 25. **Negotiations**

Normally, there would be no price negotiations. But the Director, Rajiv Gandhi Super Specialty Hospital, reserves its right to negotiate with the lowest acceptable contractor (L1) who is

technically approved for supply of bulk quantity and on whom the contract would have been placed but for the decision to negotiate under special circumstances in accordance with CVC guidelines.

## **26. Award of Contract**

- 26.1 Director, Rajiv Gandhi Super Specialty Hospital, reserves the right to accept or reject any tender 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.
- 26.2 **Award criteria** : A rate contract will be awarded to the lowest evaluated responsive Tenderer (L-1 tenderer) for a period of one year which may be extended for further one year on the same terms and conditions, on the mutual consent of both the parties at the discretion of Hospital Purchase Committee headed by the Director, Rajiv Gandhi Super Speciality Hospital, Tahirpur, Delhi.
- 26.3 Director, Rajiv Gandhi Super Specialty Hospital, reserves the option of giving purchase/price preference to the offer from Central / State Government Public sector undertakings in accordance with the policy of Govt. of India.

## **27. Notification of award:**

- Before expiry of the validity of tenders, Rajiv Gandhi Super Speciality Hospital will notify the successful tenderer in writing that its tender for supply of goods has been accepted.
- 27.1 The successful tenderer must furnish the required performance security within 15 days from the date of notification of award as per Section-IV.
- 27.2 The notification of award shall constitute conclusion of the tender.

## **28. Non-receipt of performance security by Rajiv Gandhi Super Specialty Hospital, Tahirpur, Near Dilshad Garden, Delhi-110093**

Failure of the successful tenderer in providing performance security within 15 days of receipt of notification of award shall make the tenderer liable for forfeiture of its EMD.

29. **Return of EMD** – The EMD of the successful tenderer, after receipt of performance security and of the unsuccessful tenderers will be returned to them without any interest, whatsoever, as stipulated under Section-III.

## **Section IV: General Conditions of Contract (GCC)**

### **1. Definitions; Interpretations and Abbreviations: In the tender document/contract, unless the context otherwise requires:**

- 1.1 Definitions and Interpretation:
- (i) %Hospital+ means Rajiv Gandhi Super Speciality Hospital, Tahirpur, Delhi-110093.
- (ii) %Contract+ means the letter or memorandum communicating to the Contractor and includes %Notification of Award+ of his tender: %Contract+ includes Bid invitation, Instructions to Tenderers, Tender, Acceptance of Tender, General Conditions of Contract, Schedule of Requirement, particulars and a formal agreement, if executed.
- (iii) %Contractor+ or %Supplier+ means the individual or the firm supplying the goods and services. The term includes his employees, agents, successors, authorized dealers, stockists and distributors. Other homologous terms are: Firm, Manufacturer, OEM etc.
- (iv) %Government+ means the Government of NCT of Delhi.
- (v) The %inspecting officer+ means the person/committee/organisation specified in the contract for the purpose of inspection of stores & works under the contract and includes his/her/their authorized representative.

- (vi) The %Purchaser+ means the Director, Rajiv Gandhi Super Specialty Hospital, Tahirpur, Near Dilshad Garden, Delhi-110093 . the organization purchasing goods and services as incorporated in the documents.
- (vii) %Signed+ includes stamp along with the signature on the paper.
- (viii) %Test+ means such test as is prescribed by the particulars or considered by the Inspecting Officer whether performed or made by the Inspecting Officer or any agency acting under the direction of the Inspecting Officer.
- (ix) The delivery of the goods shall have been deemed to take place on delivery of the goods in accordance with the terms of the contract, after approval by the Inspecting Officer if so provided in the Contract.
- (x) %Writing+ or %Written+ includes matter either in whole or in part, in manuscript, typewritten, lithographed, cyclostyled, photographed or printed under or over signature or seal as the case may be.
- (xi) Words in the singular include plural and vice versa.
- (xii) Words importing the masculine gender shall be taken to include the feminine gender and words importing persons shall include any company or association or body of individuals, whether incorporated or not.
- (xiii) Terms and expressions not herein defined shall have the meanings assigned to them in the Indian Sale of Goods Act, 1930 (as amended) or the Indian Contracts Act, 1872 (as amended) or the General Clauses Act, 1897 (as amended), as the case may be.
- (xiv) Parties, means the party to the contract, are the %contractor+ and the %Purchaser+, as defined above.
- (xv) %Tender+ means quotation/bid received from a firm / contractor.
- (xvi) %Goods+ means the articles, equipment, material, commodities, livestock, furniture, raw materials, spares, instruments, machinery, industrial plant etc. which the contractor is required to supply to the Director, Rajiv Gandhi Super Specialty Hospital, Tahirpur, Near Dilshad Garden, Delhi-110093 under the contract.
- (xvii) %Earnest money Deposit+ (EMD) means monetary guarantee to be furnished by a tenderer along with its tender.
- (xviii) %Performance bond/security+ means monetary 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 or Performance Bank Guarantee.
- (xix) %Consignee+ means the person to whom the goods are required to be delivered as specified in the contract.
- (xx) %Specification+ or %Technical Specification+ means the document/drawing/standard that prescribes the requirement to which product or service has to conform.
- (xxi) %Inspection+ means activities such as measuring, examining, testing, analyzing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement to determine conformity.
- (xxii) %Day+ means calendar day.
- (xxiii) %Latest Income Tax Return (ITR)+ means Income Tax Return (ITR) for assessment year 2010-11 or later.

## 1.2 **Abbreviations**

- RGSSH means Rajiv Gandhi Super Specialty Hospital, Tahirpur, Near Dilshad Garden, Delhi-110093
- AAEC means %Appreciable Adverse effect on Competition+ as per Competition Act.
- BG means Bank Guarantee
- CD means customs duty
- DHFW means Dept. of Health & Family Welfare
- GNCTD means Government of National Capital Territory of Delhi
- EMD means Earnest Money Deposit
- %FOR+ means Free On Rail (door delivery)
- GCC means General Conditions of Contract
- GIT means General Instructions to Tenderers
- SCC means Special Conditions of Contract
- SIT means Special Instructions to Tenderers

- NIT means Notice Inviting Tenders
- PQB means Pre-Qualification Bid
- Tender Document means (Standard) Bid / Tender Document
- ITR means Income Tax Return
- PAN means Permanent Account Number issued by the Income Tax Department, Govt. of India
- T/E no. means Tender Enquiry number
- RC means rate contract
- OEM means Original Equipment Manufacturer

**2. Other Laws and Conditions that will govern the Contract:**

Besides GCC and SCC, following conditions and Laws will also be applicable and would be considered as part of the contract:

- i. Indian Contract Act, 1872
- ii. Sale of Goods Act, 1930
- iii. Arbitration and Conciliation Act, 1996
- iv. Competition Act, 2002 as amended by Competition (Amendment Act), 2007
- v. Contractor's Tender Submissions including Revised Offer during Negotiations, if any,
- vi. Conditions in other parts of the Tender Documents
- vii. Correspondence including counter-offers, if any, between the Contractor and the Purchaser during the Tender Finalization
- viii. Notification of award and Contract Documents
- ix. Subsequent Amendments to the Contract

**3. Performance Bond / Security (in Indian Rupees only)**

Within 15 days of issue of notification of award of contract, the successful tenderer shall furnish performance security for an amount equal to 10% of the value of order, valid up to 6 months after the date of completion of 7 years from date of installation to ensure compliance of all contractual obligations by the contractor including the comprehensive maintenance contract obligations.

- 3.1 The performance guarantee shall be denominated in Indian rupees and shall be furnished in the form of Account payee demand draft, Fixed Deposit Receipts or Bank guarantee, in the prescribed format as per Annexure-11, from any Nationalized bank/Schedule bank or commercial bank in an acceptable form.
- 3.2 In the event of any loss to the purchaser, due to contractor's failure to fulfill the contractual obligations etc., the performance security will compensate the loss i.e. the Director, Rajiv Gandhi Super Specialty Hospital, will deduct the amount from performance security and release the balance amount as stipulated.
- 3.3 The performance guarantee shall be released without any interest to the contractor on completion of the contractual obligations including warranty obligations by the contractor.
- 3.4 The performance guarantee will be released after 90 months from the date of installation of equipment.

**4. Technical specifications and standards**

The goods to be supplied by the contractor under this contract shall conform to the technical specifications and quality control parameters mentioned in Section . VIII %Technical Specifications & Compliance Statement+of this document.

**5. Packing and Marking**

- 5.1 The packing for the goods to be provided by the contractor should be strong and durable enough to withstand, without limitation, the entire journey during transit including trans-shipment (if any), rough handling, open storage etc. without any damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract.

5.2 The quality of packing, the manner of marking, within & outside the packages and provision of accompanying documentation, shall strictly comply with the requirements as provided in Technical Specifications. In case the packing requirements are amended due to issue of any amendment to the contract, the same shall also be taken care of by the contractor accordingly.

## **6. DELIVERY OF STORES**

- a. The delivery should be made to the concerned store of this hospital on F.O.R. basis within 45 days from the date of dispatch of purchase order (in case of actually imported items within 90 days). To claim supply time of 90 days, proof shall have to be provided in respect of actual import of items.
- b. The time and the date of delivery of stores stipulated in the purchase order shall be deemed to be of the essence of the contract and delivery must be completed not later than the date(s) so specified or extended in the order and shall be within 45 days in case of Indian Items and in case of imported items, 90 days from the actual date of dispatch of the purchase order. In case, the supplies cannot be delivered within the stipulated deadline time, the supplier shall have to obtain a prior extension from the Director, Rajiv Gandhi Super Speciality Hospital. However, the extension of date of delivery is admissible only with penalty as per rule. In special circumstances, extension may be granted without penalty by the Director, Rajiv Gandhi Super Speciality Hospital. The delayed supply of goods, for which prior approval for extension of date for supply has not been obtained, will be rejected.
- c. The delivery will not be deemed to be completed until and unless stores are inspected by the Inspecting Authority, duly constituted/nominated by the competent authority i.e. Director, Rajiv Gandhi Super Speciality Hospital. Product information brochure and or Users/operating manual (two copies) should be supplied with goods, wherever applicable.
- d. The Director, Rajiv Gandhi Super Speciality Hospital reserves the right to reject supplied goods which do not conform to the tendered specification to safeguard Government interests and in the interest of patient care.

## **7. Inspection**

Indenter / representative of the indenter / Technical Committee nominated by the Indenter (s) will inspect/arrange for inspection of the supplies made by the contractor for correctness & completeness of the stores.

## **8. Transportation of Goods**

- 8.1 The contractor shall not arrange part-shipments and trans-shipments.
- 8.2 Instructions for transportation of domestic goods including goods already imported by the contractor under its own arrangement: The Contractor will arrange transportation of the ordered goods as per its own procedure.
- 8.3 Shipping arrangements for imported equipments: The Contractor shall give adequate advance notice to the indenter about the readiness of the consignment, from time to time, and shall arrange for timely shipment.

## **9. Transit Insurance**

The Purchaser will not pay separately for Transit Insurance and the contractor will be responsible for arrival of entire stores contracted in good condition at destination. The transit risk in this respect may be covered by the Contractor by getting the stores duly insured, if so desires. The Insurance cover shall be obtained by the Contractor in his own name and not in the name of the Consignee. The Consignee will as soon as possible but not later than 15 days from the date of arrival of stores at destination notify the Contractor of any loss or damage to the stores that may have occurred during transit.

- 10. Insurance:**  
The contractor shall make arrangements for insuring the goods against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery/commissioning.
- 11. Incidental services**  
The contractor will provide required jigs & tools, operation manuals, installation & commissioning, training, aftersales service etc.
- 12. WARRANTY**
- 12.1** The contractor shall certify that the stores supplied to the Purchaser under this Contract are of best quality and workmanship and new in all respects and are strictly in accordance with the specifications and particulars mentioned under Section-VIII Technical Specifications & Compliance Statement+.
- 12.2** The contractor shall guarantee that the goods supplied would continue to be of the same quality and particulars for a period of **24** months from the date of installation & commissioning of goods by the consignee. The Contractor further guarantees that, notwithstanding the fact that the Inspecting Officer may have inspected and/or approved the said goods, if during the aforesaid period of **24** months, the said goods be discovered not to conform to the description and quality aforesaid not giving satisfactory performance or have deteriorated, the decision of the Purchaser in that behalf shall be final and binding on the Contractor and the Purchaser shall be entitled to call upon the Contractor to rectify and/or to replace the Stores or such portion thereof as is found to be defective by the Purchaser within a reasonable period or such specified period as may be allowed by the Purchaser in his discretion on application made thereof by the Contractor, and in such an event, the above period shall apply to the stores rectified and/or replaced from the date of rectification and/or replacement mentioned in warranty thereof. Otherwise the Contractor shall pay to the Purchaser such compensations that may arise by reasons of the warranty therein contained.
- 12.3** **Comprehensive Warranty should include consumables, parts having limited life and non-consumables parts like probes, metal / plastic / rubber / glass parts, expendable / non-expandable / disposable / non-disposable items / electrical circuits / electrical parts etc. The Comprehensive Warranty should cover each and every part of the equipment. The hospital is not liable to pay any charges on any account during the comprehensive warranty period of 2 years, for continuous running of the equipment.**
- 12.4** In case of plant and machinery or in case of stores, which may require spares, the Contractor shall guarantee and will supply spare parts, if and when required for **7** years.
- 12.5** The Contractor shall furnish the Warranty to the effect that they will furnish the blue prints of drawings of the Spares, as and when required in connection with the main equipment.
- 12.6** **Uptime guaranty:** During the Warranty/Guaranty & Comprehensive Maintenance Contract period, the contractor shall maintain the equipment with uptime. The contractor shall give a written commitment for 95% uptime of the equipment, calculated on annual basis, with penalty equivalent to double the amount of daily cost (on total loss of revenue per day running cost per day basis) of the unit for each day's delay in proper functioning of the unit beyond 5% down time per annum.
- 12.7** **Comprehensive Maintenance Contract:** The contractor shall enter into a Comprehensive Maintenance Contract (CMC) compulsorily for a period of **(5) five years** after the expiry of Standard Comprehensive warranty of two years at the year wise charges quoted in the financial bid. This period of CMC shall cover each and every part of the equipment as mentioned in clause 12.3 above and the hospital is not liable to pay any charges on any account during the CMC period of five years for continuous running of the equipment. The Charges of CMC shall be payable year wise, at the beginning of the 3<sup>rd</sup> year after expiry of the standard comprehensive warranty of two years. The subsequent payment of CMC shall be made on satisfactory performance of the contractor in the preceding year.

**13. Assignment / Sub-contracts**

The contractor shall not assign either in part or whole its contractual duties responsibilities and obligations to perform the contract to any third person, except in case of turn-key works. For turn-key works, the contractor will notify the purchaser regarding sub-contractor's details well in advance. However, in all such cases, the responsibility of fulfilling the contractual obligations will remain with the contractor only.

**14. Amendment / modification of contract**

If necessary, the purchaser may notify the contractor regarding modification / amendment of terms & conditions of the contract, by a written order not amounting to either increase or decrease in the accepted prices.

**15. Terms & Mode of Payment**

The terms of payment would be as follows:

**15.1** Payment shall be made after receipt of complete stores, after due inspection, installation of the equipment/items and after successful commissioning and take over by the consignee. The bill/bills must be verified by the MOI/C of the concerned store/stores before submitting to the Purchase Branch. No advance payment shall be made.

**15.2** The payments shall be made in the currency authorized in the contract.

**16. Delay in supplies – penalties**

**16.1** The date of delivery of stores stipulated in the purchase order shall be deemed to be the essence of the contract and delivery must be completed not later than the date(s) as specified in the purchase order.

**16.2** Part supplies are not acceptable. The arrival date of complete items in the consignee's Stores, as per the purchase order, will only be considered as the supply date/date of delivery.

**16.3** If the Contractor fails to supply the items in the stipulated time as mentioned in the Purchase Order, the following penalty will be levied on the Contractor (deductible from Performance Security):

- i. **For delayed supply:** Liquidated damages equivalent to 2% of the price of any store per week will be charged / deducted according to the delay in supply of the store beyond expiry of the supply period subject to a maximum of 5% of the total value of order excluding VAT.
- ii. **For Non-supply:** Performance Bond/Security of the contractor will be forfeited.

**17. Risk Purchase**

- a. If the successful Contractor fails to supply the ordered stores on scheduled date as per the conditions mentioned in the purchase order / contract and dishonor the purchase order / contract, the hospital may procure the stores on Risk purchase basis and performance security of the Contractor will be forfeited in such event. The hospital may also impose a penalty and/or blacklist the Contractor, depending upon urgency of requirement as well as the loss of revenue due to non-availability of such store.
- b. The time period for making RISK PURCHASE shall be 4 months.

**18. Termination for default**

**18.1** Director, Rajiv Gandhi Super Specialty Hospital, without prejudice to any other contractual rights and remedies available to it (Rajiv Gandhi Super Specialty Hospital), may, by written notice of default sent to the contractor, terminate the contract in whole or in part, if the contractor 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 Hospital.

18.2 In the event the Hospital terminates the contract in whole or in part, it may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit at the ~~Risk~~ Risk and Cost+ of the contractor and the contractor shall be liable to the Hospital, for the extra expenditure, if any, incurred by the Hospital for arranging such procurement.

18.3 Unless otherwise instructed by the Hospital, the contractor shall continue to perform the contract to the extent not terminated.

## **19 Termination for Insolvency**

If the contractor becomes bankrupt or otherwise insolvent, the Director, Rajiv Gandhi Super Specialty Hospital, reserves the right to terminate the contract at any time, by serving written notice to the contractor without any compensation, whatsoever, to the contractor, subject to further condition that such termination will not prejudice or affect the rights and remedies which have been accrued and / or will accrue thereafter to the Hospital..

## **20 Force Majeure**

In the event of any unforeseen circumstances directly interfering with the supply of stores arising during the currency of the contract, such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the Contractor shall, within a week from the commencement thereof, notify the same in writing to the Purchaser with reasonable evidence thereof. Unless otherwise directed by dept. in writing, the contractor 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. If the force majeure conditions(s) mentioned above be in force for a period of 90 days or more at any time, either party shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this contract prior to such termination.

## **21 Code of ethics**

The Hospital, as well as the Bidder / Contractors / Manufacturers / Authorised Supplier under the contract shall observe the highest standard of ethics during the procurement or execution of such contracts. In pursuit of this policy, for the purpose of this provision, the terms set forth below are defined as follows:

- 21.1 ~~C~~Corrupt practice+ means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public officers/officials in the procurement process or in contract execution;
- 21.2 ~~F~~Fraudulent practice+ means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
- 21.3 ~~C~~Collusive practice+ means a scheme or arrangement between two or more Contractors, with or without the knowledge of the Purchaser, designed to establish bid prices at artificial, non competitive levels; and
- 21.4 ~~C~~Coercive practice+ means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.
- 21.5 A particular violation of ethics may span more than one of above mentioned unethical practices.
- 21.6 The following policies will be adopted in order to maintain the standards of ethics during procurement:
  - (a) A proposal for award of contract will be rejected if it is determined that the Bidder / Contractors / Manufacturers / Authorised Supplier recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.
  - (b) A contract will be cancelled if it is determined at any time that hospital representatives/officials have directly or indirectly, engaged in corrupt, fraudulent, collusive or coercive practices during the procurement or the execution of that contract.



- (c) In case any individual staff is found responsible, suitable disciplinary proceedings should be initiated against such staff under the applicable government conduct rules. The existing provisions under the Indian law including the instructions of Central Vigilance Commission should be followed in this regard.
- (d) Firms or individuals shall be banned/blacklisted after following due process, which includes declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a contract, if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing the contract.

**22. Serious Misdemeanors**

- 22.1 Following would be considered serious misdemeanors:
- i. Submission of misleading/false/fraudulent information/documents by the Bidder/ Contractors/Manufacturers/Authorised Supplier in their bid.
  - ii. Submission of fraudulent/unencashable Financial Instruments stipulated under Tender or Contract Condition.
  - iii. Violation of Code of Ethics laid down in Clause 21 of the GCC.
  - iv. Cartel formation or quotation of Pool/Co-ordinated rates leading to %Appreciable Adverse Effect on Competition+(AAEC) as identified under the Competition Act, 2002.
  - v. Deliberate attempts to pass off inferior goods or short-quantities.
  - vi. Violation of Fall Clause by the Firms as mentioned in Clause 16 of Section III.
  - vii. Attempts to influence Department's decisions on scrutiny, comparison, evaluation and award of Tender.
- 22.2 Besides, suitable administrative actions, like rejecting the offers or delisting of registered firms, Hospital would ban/blacklist Tenderers committing such misdemeanor, including declaring them ineligible to be awarded the Department's contracts for indefinite or for a stated period of time.

**23. Resolution of disputes**

If dispute or difference of any kind shall arise between the Hospital and the Contractor in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations. If the parties fail to resolve their dispute or difference by such mutual consultation within twenty one days of its occurrence, then, either the Hospital or the contractor may seek recourse to settlement of disputes through arbitration as per The Arbitration and Conciliation Act 1996 as per the below mentioned Arbitration Clause.

**24. Arbitration Clause**

If both parties fail to reach such amicable settlement, then either party (the Purchaser or Seller) may within twenty one days of such failure give a written notice to the other party requiring that all matters in dispute or difference be arbitrated upon. Such written notice shall specify the matters which are in difference or of difference of which such written notice has been given and no other matter shall be referred to the arbitration in accordance with the conciliation and arbitration rules of International Chamber of Commerce (ICC)/United National Commission on International Trade Law (UNCITRL) by the arbitrator(s) appointed in accordance with the procedure being followed by the Govt.of NCT of Delhi. The arbitration proceeding shall be held in New Delhi and shall be conducted in English language. All documentation to be reviewed by the arbitrators and/or submitted by the parties shall be written or translated into English. Venue of arbitration shall be New Delhi. The arbitrator or arbitrators appointed under this article shall have the power to extend time to make the award with the consent of the parties. Pending reference to arbitration, the parties shall make all endeavors to complete the contract/work in all respects and all disputes, if any, will finally be settled in the arbitration.

**25. Applicable Law**

- 25.1 The contract shall be interpreted in accordance with the laws of India.

- 25.2 Irrespective of the place of delivery, or the place of performance or the place of payments under the contract, the contract shall be deemed to have been made at the place from which the notification of acceptance of the tender has been issued.
- 25.3 The Courts of the place, from where the notification of acceptance has been issued, shall alone have jurisdiction to decide any dispute arising out or in respect of the contract.

## **Section: V- Special Instructions to Tenderers (SIT)**

The following special instructions will apply for this purchase. These special instructions will modify/ substitute/supplement the corresponding General Instructions to Tenderers (GIT) incorporated in Section-III.

<b>SI.No.</b>	<b>Item</b>	<b>SIT Provisions</b>
1	Purchaser	Director, Rajiv Gandhi Super Specialty Hospital, Govt. of NCT of Delhi, Tahirpur, Near Dilshad Garden, Delhi-93
2	Indenter (s)	Director, Rajiv Gandhi Super Specialty Hospital, Govt. of NCT of Delhi, Tahirpur, Near Dilshad Garden, Delhi-93
3	Paying Authority(ies)	Director, Rajiv Gandhi Super Specialty Hospital, Govt. of NCT of Delhi, Tahirpur, Near Dilshad Garden, Delhi-93
4	Consignee (s)	Medical Superintendent, Rajiv Gandhi Super Specialty Hospital, Govt. of NCT of Delhi, Tahirpur, Near Dilshad Garden, Delhi-93
5	Inspection Authority	Indenter / representative of the indenter / Technical Committee nominated by the Indenter(s)

## **Section VI: SPECIAL CONDITIONS OF CONTRACT (SCC)**

The following special condition of contract (SCC) will apply for this purchase. These special conditions will modify/ substitute/supplement the corresponding General conditions of Contract (GCC) incorporated in Section-IV.

<b>SI.No.</b>	<b>Item</b>	<b>SCC Provision</b>
1	Warranty	<b>Two (2) years Comprehensive Warranty including consumables, parts having limited life and non-consumable parts like probes, metal / plastic / rubber / glass parts, expendable / non-expandable / disposable / non-disposable items / electrical circuits / electrical parts etc. The Comprehensive Warranty should cover each and every part of the equipment. The hospital is not liable to pay any charges on any account during the comprehensive warranty period of 2 years, for continuous running of the equipment.</b>
2	Comprehensive Maintenance Contract	<b>Comprehensive Maintenance Contract (CMC) compulsorily for a period of (5) five years after the expiry of Comprehensive warranty of two years, at the year wise charges already quoted in the financial bid.</b>
3	Delivery Schedules	The delivery should be made to the concerned store of this hospital on F.O.R. basis within 45 days from the date of dispatch of purchase order and in case of actually imported items within 90 days. To claim supply time of 90 days, proof shall have to be provided in respect of actual import of items.
4	Payment terms	As per GCC
5	Incidental charges	As per GCC

**Section VII: List of Requirements:** Placed at Annexure 12

Technical Specifications of the above equipment are given under Section-VIII.

**Section VIII: Technical Specifications & Compliance Statement**

1. Technical Specifications are placed at Annexure 13.
2. Tenderer should furnish stipulated documents in support of fulfillment of qualifying criteria. Non-submission or incomplete submission of documents may lead to rejection of tenders.
3. The tenderer is required to provide details, information, confirmations etc. according to the Section-III (GIT clause no. 13) failing which the tender is liable to be ignored.
4. The tenderer should submit a technical compliance statement clearly indicating the deviations (if any) in the prescribed format given under Annexure-6.

**Check-List for Eligibility Criteria****(to be submitted on the letter head of the bidder)****1. Prequalification Bid Cover (1)**

Sl. No.	Required Documents	Yes/No	Total no. of pages
1	Tender Form (Annexure-7)		
2	EMD to be submitted as per Section III ( <b>Original to be submitted in the tender box placed in the office of Medical Superintendent, Rajiv Gandhi Super Speciality Hospital, Tahirpur, Delhi on the date and time mentioned at Sl. No. 5 at 1.6 “Schedule of Tenders” in Section I)</b> )		
3	Latest Income Tax Return (ITR) and copy of PAN card . to be submitted as per Section III		
4	Undertaking for Terms & Conditions of this tender - to be submitted in the format given at Annexure-3 on non-judicial stamp paper of Rs.100/- ( <b>Original to be submitted in the tender box placed in the office of Medical Superintendent, Rajiv Gandhi Super Speciality Hospital, Tahirpur, Delhi on the date and time mentioned at Sl. No. 5 at 1.6 “Schedule of Tenders” in Section I)</b> )		
5	Undertaking for warranty clause - to be submitted in the format given at Annexure-4 on non-judicial stamp paper of Rs.100/- ( <b>Original to be submitted in the tender box placed in the office of Medical Superintendent, Rajiv Gandhi Super Speciality Hospital, Tahirpur, Delhi on the date and time mentioned at Sl. No. 5 at 1.6 “Schedule of Tenders” in Section I)</b> )		
6	Manufacturer's Authorization Letter, if any, to be submitted as per Annexure-9.		
7	Copy of the tender document duly signed & stamped by the tenderer. Tenderers will have to put page numbers on all documents.		
8	Tenderers will have to upload a covering letter indicating the details and total number of documents uploaded with each bid.		
9	Authorization letter to sign and submit the tenders as prescribed under Section-III as per Annexure-10.		
10	Scanned copy of a certificate, indicating annual turnover for the preceding three consecutive financial years i.e. for 2009-10, 2010-11 & 2011-12 duly audited and certified by approved Chartered Accountant. The average annual turnover should be as per <b>Annexure –13.</b>		

**2. Technical Bid Cover (2)**

1	Undertaking related to service original centre etc. to be submitted in the format given at Annexure-5 on non-judicial stamp paper of Rs.100/- ( <b>Original to be submitted in the tender box placed in the office of Medical Superintendent, Rajiv Gandhi Super Speciality Hospital, Tahirpur, Delhi on the date and time mentioned at Sl. No. 5 at 1.6 “Schedule of Tenders” in Section I)</b> )		
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2	Tenderers will have to upload a covering letter indicating the details and total number of documents uploaded with each bid.		
3	Technical Compliance Statement to be submitted as per Section III and in the format given at Annexure-6 on letter head		
4	Additional information to be submitted as per Annexure-8 on letter head		
5	List of successful installations & commissions executed by them for similar equipment, preferably from Govt. Hospitals / Institutions in India, in the last three years.		
6	Technical offer / Bid		
7	Brochures, literature and catalogues etc.		
8	A list of all required accessories / spares / consumables for running, maintenance / repair of the equipment.		
9	The tenderer should submit documentary proof that he/she is manufacturer of the quoted equipment and he will be responsible for supply, installation & maintenance of the equipment duly signed by the manufacturers authorized person on the letter head of the manufacturer.		

- **Whether all required documents are submitted or not:**
- **Whether all documents submitted are in order or not:**

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*[Signature with date, name and designation]*

*for and on behalf of M/s.....*

*[Name & address & seal of the Tenderer]*



**Annexure-3**

**Undertaking**

(To be submitted on non-judicial stamp paper of Rs.100/-)

Tender Enquiry No. \_\_\_\_\_

Due for Opening on \_\_\_\_\_

Sir,

I/We \_\_\_\_\_ hereby declare that:-

1. I/we am/are the manufacturers / authorized suppliers of the stores required as per the above mentioned NIT.
2. I/we have carefully read and understood all terms and conditions/instructions elaborated in various sections of this Tender and I/we shall abide by them.
3. I/we do accept / agree for the all clauses including the **standard comprehensive warranty period of 2 Years, Comprehensive Maintenance Contract (CMC) at the year wise rates quoted in the financial bid for a period of (5) five years after the expiry of standard comprehensive warranty** and payment Terms & Conditions of this Tender Enquiry.
4. I/we do hereby confirm that the prices/rates quoted are fixed and are at par with the prices quoted by me/us to any other department of Govt. of India/Govt. of NCT of Delhi/Medical Institutions. I/we also offer to supply the stores at the prices and rates not exceeding those mentioned in the price Bid.
5. I/we agree to abide by my/our offer for a period of 150 days from the date of opening of the Tender.
6. I/we have necessary infrastructure for maintenance & repair of the equipment and will provide all accessories / spares as and when required.
7. I/we also declare that in case of change of Indian Agent or for any other change, merger, dissolution, solvency etc. in the organization of our foreign principles, we would take care of the Guarantee/Warranty/Maintenance & repair of the equipment.
8. I/we undertake to get the equipment repaired within 48 hours of the receiving of the complaint from the hospital failing which a penalty @2% of the cost may be recovered from the Performance Bond/Security before releasing the same to us.

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[Signature with date, name and designation]

for and on behalf of M/s.....

[Name & address & seal of the Tenderer]

**Warranty / Guaranty Undertaking**

(To be submitted on non-judicial stamp paper of Rs.100/-)

Tender Item No. \_\_\_\_\_

Due for Opening on \_\_\_\_\_

Name of the equipment: \_\_\_\_\_

I/We M/s \_\_\_\_\_ hereby declare that:

1. I/we do accept / agree for the warranty/guaranty clause as stipulated in this tender document for two years for the complete equipment including **consumables, parts having limited life and non-consumable parts like probes, metal / plastic / rubber / glass pants, expendable / non-expandable / disposable / non-disposable items / electrical circuits / electrical parts etc.** The **Comprehensive Warranty** should cover each and every part of the equipment. I/we accept / agree that the hospital is not liable to pay any charges on any account during the comprehensive warranty period of 2 years, for continuous running of the equipment.
2. I/we do accept / agree for **Comprehensive Maintenance Contract (CMC)** at the year wise rates quoted in the financial bid for a period of (5) five years after the expiry of standard comprehensive warranty of two years. I/we wouldn't not charge / quote any extra price on any account during the Comprehensive warranty / guaranty period & Comprehensive Maintenance Contract period and will ensure continuous running of the equipment.
3. I/we do accept / agree to provide uptime Guaranty of 95%, as stipulated in this tender document.
4. I/we would supply spare parts, if and when required for seven years from the date of installation of equipment.
5. I/we would furnish the blue prints of the drawings of the spares as and when required in connection with the main equipment.

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[Signature with date, name and designation]

for and on behalf of M/s.....

[Name & address & seal of the Tenderer]



**Undertaking related to After Sales Service**

(To be submitted on non-judicial stamp paper of Rs.100/-)

Tender Item No. \_\_\_\_\_

Due for Opening on \_\_\_\_\_

Name of the equipment: \_\_\_\_\_

1. I/We, are/am manufacturers / authorized suppliers of the stores required as per the above mentioned NIT, hereby confirm that I/we have the requisite infrastructure and trained technical manpower to provide satisfactory after sales service (repair & maintenance) of the equipment supplied under this contract.
2. Our service facility is located at (Indian Centre) \_\_\_\_\_(complete address with telephone nos, e-mail ids etc.)
3. Our local service facility (Delhi/New Delhi/NCR) is located at \_\_\_\_\_(if any)
4. Name of the person(s) responsible for maintenance of the above said facilities with address and telephone number and email id \_\_\_\_\_.
5. I/We further confirm that the above said service/local service facility has the capacity & capability to provide after sale service through the contract period.
6. I/we agree to provide the required accessories/spares as and when required by the indenter, for seven years from the date of installation & commissioning of the equipment.

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*[Signature with date, name and designation]*

*for and on behalf of M/s.....*

*[Name & address & seal of the Tenderer]*

**Technical Compliance Statement**

**(to the submitted on the letter head)**

- The tenderer is required to provide details, information, confirmations etc. according to the Section-III (GIT clause no. 13) failing which the tender is liable to be ignored.
- Tenderer should furnish stipulated documents in support of fulfillment of qualifying criteria. Non-submission or incomplete submission of documents may lead to rejection of offer.
- Tenderer should indicate ‘yes meets’ or ‘no, doesn’t meet’ under appropriate columns in the technical compliance statement:

Tender Item No. \_\_\_\_\_

Due for Opening On \_\_\_\_\_

Name of the Equipment \_\_\_\_\_

Sl. No.	Tender Technical Specifications	Specifications of the Equipment offered by the tenderer	Whether the offered equipment meets tender specifications or not	Technical bid / offer (submitted by the tenderer) page number on which this particular specification is mentioned.	Deviation(s) from tender specifications, if any (in unambiguous terms)

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o o o o o o o o o o

*[Signature with date, name and designation]*

for and on behalf of M/s.....

*[Name & address & seal of the Tenderer]*

**Tender Form**

(Tenderers should submit the Tender Form on letter head as per the format given below)

Date \_\_\_\_\_ .

To  
\_\_\_\_\_  
(complete address of the Dept.)

Ref: Your Tender document No \_\_\_\_\_ .dated \_\_\_\_\_ ..

We, the undersigned have examined the above mentioned tender enquiry document, including amendment No.-----, dated------(if any), the receipt of which is hereby confirmed. We now offer to supply, install, commission, maintain & repair \_\_\_\_\_ .(description of goods and services) in conformity with your above referred document.

If our tender is accepted, we undertake to supply the goods and perform the services as mentioned above, in accordance with the delivery schedule specified in this tender document.

We agree to provide two years standard comprehensive warranty and agree for **Comprehensive Maintenance Contract (CMC) compulsorily for a period of (5) five years after the expiry of standard comprehensive warranty of two years at the year wise rates quoted in the financial bid** as per stipulated in this NIT, for the complete equipment including **consumables, parts having limited life and non-consumable parts like probes, metal / plastic / rubber / glass pants, expendable / non-expandable / disposable / non-disposable items / electrical circuits / electrical parts etc.** The **Comprehensive Warranty & CMC should cover each and every part of the equipment. We agree on the clause that the hospital will not pay any charges on any account during the standard comprehensive warranty period of 2(two) years & CMC period of (5) five years except the year wise CMC Charges for continuous running of the equipment.**

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 this tender for due performance of the contract.

We agree to keep our tender valid for acceptance for a period up to 150 days, as required in this tender for due performance of the contract.

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.

Dated this \_\_\_\_\_ day of \_\_\_\_\_

Yours faithfully,  
\_\_\_\_\_  
\_\_\_\_\_

*[Signature with date, name and designation]*  
for and on behalf of M/s.....  
*[Name & address & seal of the Tenderer]*

**Additional Information**  
**(To be submitted on the letter head)**

Tender Enquiry No \_\_\_\_\_

Due for Opening On \_\_\_\_\_

1. Name, Address, Telephone nos, & e-mail Id of the Tenderer/Contractor/Manufacturer/ Authorised Supplier:
2. Brand of Stores offered:
  - Make:
  - Model:
3. Station of Tenderer/Contractor/Manufacturer/Authorised Supplier:
4. Name, Address, Telephone nos.& e-mail ID of Local(Delhi/New Delhi/NCR) Service Station:
5. Name, Address, Telephone nos.& e-mail ID of Indian Agent, if duly appointed:
6. Permanent Income Tax (PAN) No.
7. Name, address, Telephone nos. & e-mail ID of your Bankers:
8. Details of Equipment Quality Control (QC Test report etc.) etc.:
9. Business Name and constitution of the Tenderer/Contractor/Manufacturer/Authorised Supplier. The firm/company is registered under:
  - (i) The Indian Companies Act. 1956
  - (ii) The Indian Partnership Act 1932
  - (iii) Any Other Act, if not Indian (Please give full details like Name, Address, Telephone nos. & e-mail ID etc. of the registering authority)
10. Stock in hand at the time of bidding:
  - (a) Held by you against this enquiry: \_\_\_\_\_
  - (b) Held by M/s \_\_\_\_\_ over which you have a pre-tender agreement
11. Do you agree to sole arbitration by an officer in the Department of Law & Justice, Govt. of NCT of Delhi to be appointed as Arbitrator by the Secretary (Health & Family Welfare)? (It should be noted that omission to answer the above question will be deemed as an acceptance of the clause).
12. For partnership firms, state whether they are registered or not registered under Indian Partnership Act, 1932, whether by the partnership agreement authority to refer disputes concerning the business of the partnership to arbitration has been conferred on the partner who has agreed to sign the tender.

13. Whether you possess the requisite license for manufacturer/supply of the stores and / or for the procurement for raw materials belonging to any controlled category required for the manufacturer of the stores? In the absence of any reply it would be assumed that it has the requisite license.
14. State whether business dealing with you has not been banned by any Govt. of India / Indian State Government organizations or any other Governments?

Yours faithfully,

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o o o o o o o o o o

*[Signature with date, name and designation]*

*for and on behalf of M/s.....*

*[Name & address & seal of the Tenderer]*

**Manufacturer's Authorization Letter**

**(To be submitted on the manufacturer's letterhead)**

Yours faithfully,

o o o o o o o o o o  
o o o o o o o o o o

*[Signature with date, name and designation]*

*for and on behalf of M/s.....*

*[Name & address & seal of the  
Manufacturer]*

**Authorization Letter to sign the tender document**

**(To be submitted on the letterhead)**

Yours faithfully,

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*[Signature with date, name and designation]*

*for and on behalf of M/s.....*

*[Name & address & seal of the Tenderer]*

**Bank Guarantee Form for Performance Security (in Indian Rupees only)**

\_\_\_\_\_ [insert: Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: \_\_\_\_\_ [insert: Name and Address of the Dept.]

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

PERFORMANCE GUARANTEE No.: \_\_\_\_\_

WHEREAS \_\_\_\_\_ (name and address of the contractor) (hereinafter called "the contractor") 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 contract that the contractor shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

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

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the contractor, 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 contractor 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 contractor 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 contractor shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

We undertake to pay the Director, Rajiv Gandhi Super Specialty Hospital, Tahirpur Delhi up to the above amount upon receipt of its first written demand, without the Director, Rajiv Gandhi Super Specialty Hospital, Tahirpur Delhi having to substantiate its demand.

This guarantee will remain in force for a period of sixty days after the currency of this contract (as stipulated in the contract) and any demand in respect thereof should reach the Bank not later than the above date.

\_\_\_\_\_ .

(Signature of the authorized officer of the Bank)

\_\_\_\_\_ ..

\_\_\_\_\_ ..

Name and designation of the officer

\_\_\_\_\_ ..

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

\_\_\_\_\_



**List of Equipments Required**

<b><u>S.No</u></b>	<b><u>Name of item</u></b>	<b><u>Required EMD Amount in Rs.</u></b>	<b><u>Minimum Average turnover for last 3 financial years</u></b>
1	Ventilators Transport	<b><u>100000 fixed for all items</u></b>	<b><u>20 Cr fixed for all items</u></b>
2	Storage pallet		
3	Semi Auto Analyzer		
4	Collapsible Wheelchair Stretcher with varied Position		
5	Autostep Co-axial Ophthalmoscopes		
6	Digital Column Weighing scale with height rod		
7	Electro hydraulic operating table		
8	Fowler bed (ABS Panels)		
9	Three fold screen		
10	Patient stool		
11	Cylinder trolley		
12	Instrument table		
13	Foot steps		
14	IV stand		
15	ICU Bed		
16	Multi purpose OT Table C arm Compatible		
17	Infrared thermometer		
18	Transport Patient Monitor		
19	Finger type Pulse Oxymeter		
20	Automated Scalpel Blade Remover		
21	Pressure Relieving Hospital mattress		
22	Multi Use Patient Shifter		
23	Modular Multipara monitor		
24	High Vacuum -High Flow Suction Unit		
25	Automated Electrolyte Analyzer		
26	Urine Chemistry Analyzer		
27	Automated Glass Ampoule opener		
28	Fully Automatic AED Defibrillator		
29	Fully Automated Cardiac Analysis System		
30	Blood Gas & Electrolyte & Metabolite Analyzer		

**SPECIFICATIONS OF THE ITEM/EQUIPMENT**

**1. Transport Ventilator**

- Microprocessor Controlled Intensive Care ventilator capable of Ventilating from Pediatric And Adult patients and with capability to display waveforms.
- Ventilator Should be Rugged, Compact and Mounted on its Own Trolley.
- Should have an Built in 5.5" screen To Visualize Set and Monitored parameters
- Should have a Built In Air source capable of Delivering Up to 150LPM with a 3 Hrs Battery backup for the Whole ventilator Unit.
- Should have an Built in High pressure Inlet for Oxygen Source.
- Should have the Modes A/C, SIMV, SIMV with PS, and Controlled Mode in Volume Ventilation and A/C, SIMV, S, S/T, T and CPAP Mode in Pressure Controlled ventilation CPAP .
- Should have additional Dual Mode AVAPS
- Should have the Following settings for VCV and PCV as Applicable
  - a. Tidal Volume 50-2000ml
  - b. IPAP 0-50 CmH2O
  - c. EPAP/PEEP 4-25 CmH2O
  - d. Inspiratory Time 0.3- 5.0 secs
  - e. Rate 1-60 BPM
  - f. CPAP 0-30 CmH2O
  - g. C-Flex off, 1-3
  - h. PSV 0-30 CmH2O
  - i. Inspiratory Hold 0.1 to 2.0 Secs (VCV)
  - j. Rise Time Setting 1 to 6 Relative setting
  - k. Ramp Time Off, 5-45 Mins
  - l. Flow Trigger 1-9 LPM
  - m. Flow Cycle 10-90% of Peak Inspiratory Flow.
  - n. FiO2 Setting 21-100%
- Should have Monitoring of the Following Parameters in all Modes Tidal Volume, Minute Volume, Leak Rate, Respiratory rate, Peak Inspiratory Flow, PIP, MAP. % Pt Trigger, I:E
- Should Have User settable alarms for the Following High/Low Tidal Volume, High/Low Minute Volume, High/Low Rate, Apnea, Circuit Disconnect Etc.
- Battery Should Be extendable to an additional 3 Hours (Optional).
- Should have the following Compliances IEC 60601-1, 60601-1-2, 60601-2-12.
- Should be CE and US FDA approved product.

## 2. STORAGE PALLET

1. Nestable, Rackable, Stackable, 4-way entry rotomoulded with PE foam filling for long life;
2. Size: 1200 x 800 x 140 mm with maximum load of 1000 Kg (static);
3. Should be Weatherproof, Termite proof and fungus resistant;
4. Should be Compatible with handling equipment like fork-lift, Stacker and trolleys;
5. Should be User-friendly, lightweight,
6. Should have Anti skid surface;
7. Should be Maintenance free with high durability;
8. Should have high-thermal resistance (-40° C to +80° C);
9. Should be resistant to most of the chemicals;
10. Should be repairable if damaged due to mishandling;
11. Should have Cleared for Food contact application.

## 3. Specification of Semi Auto Analyzer

1. Semi Auto analyzer required for Routine Chemistries.
2. Measurement Procedures should be
  - a. End point with or without Reagent Blank
  - b. Kinetic with Linearity Check
  - c. Kinetic with Linearity Check sample slope Blank
  - d. Two point with or without Reagent Blank
  - e. Bichromatic End point, with or without Reagent Blank
  - f. End point with sample Blank and With or Without Reagent Blank
3. Analyzer must be fully open system, having as many as 75 Programmable parameters displaying on board
4. Flow of liquid insight the system should be controlled by suitable valve to maintain unidirectional, from aspiration tube to the waste preventing the back flow of preceding sample in the flow cell. Hereby resulting in Zero carry over and accurate results
5. Air gap between two sample should be there to prevent cross contamination
6. In Kinetics, it should take two reading per second for better accuracy of results.
7. Automatic Zero Setting & Photometric range should be -0.1 to 2.3 abs;
8. Wavelength must cover 340 nm to 650 nm with Six Standard filters and Additional Six Free Position for Optional Filters,
9. Wavelength selection by IFL filters.
10. Maximum reagent consumption should not exceed 500 ul.
11. Metal with Quartz window Cross type flow cell with Volume not exceeding 32 ul. Thermo stated at 37 °C with peltier and peltier should be direct contact with flow cell for instant and accurate thermosetting.
12. Calibration Mode
  - a. Factor, One Point, Two point & Multi Point
  - b. Automatic on one standard Linear mode
  - c. Automatic on up to 10 standard Non Linear mode
13. Aspiration System with internal Pump of Bellows Type driven by Stepper motor.
14. Quality Control record of atleast last 30 controls measurement with on Screen Levey-Jennings Plot.
15. Two controls Per Test can be programmed.
16. All Test Results must be available on screen
17. Instrument must have European CE & USFDA certified.
18. Rs 232 type serial port must be available

19. PS 2 Type port for External Keyboard and external printer is must apart from inbuilt alpha Numeric Keyboard.
20. Should be adjustable Contrast Graphical LCD display

#### 4. Collapsible Wheelchair Stretcher with Varied Positions

1. Should be an Automatic Ambulance cum wheelchair stretcher;
2. Can be folded into a wheelchair for use in narrow stairs or elevators.
3. Should be Made of high quality aluminum alloy;
4. should be light weight, not more than 40 kg;
5. Load bearing should be more than 155 Kg;
6. Should be easy to operate and organize emergency evacuation and transportation;
7. Provided with high quality castors with brake facility;
8. Should be provided with soft foam surface mattress;
9. should be Rust Proof;
10. CE marked & ISO Certified

#### 5. Technical specifications for Autostep Co-axial Ophthalmoscopes

- Should have patented co-axial vision system to produce shadow free spot, easy entry into undilated pupils and a larger field of view
- Should have 3.5V halogen HPX lamp for true tissue color and long life
- Should be able to detect corneal abrasions with cobalt blue filter
- Should have polarizing filter
- Optics should be sealed to keep out dust and dirt
- Should have More than 15 aperture / filter combinations
- Should have more than 65 focussing lenses in single diopter steps with a range to -30 to +38
- Should have rubber brow rest to prevent scratching of eyeglass

#### 6. Technical specifications for digital column weighing scale with height rod

Large, easy to read display approx. 28 mm  
Automatic zero setting & function test  
Capacity : 200 kg  
Graduation : 100g  
Tare & Hold Function  
Automatic switch Off  
Low Battery Indicator  
BMI ( Body Mass Index ) Function  
RJ 11 Interface  
Mains adaptor and batteries operation  
Mechanical Height Rod  
Measuring Range : 600 to 2100mm  
Graduation : 1 mm

#### 7. Technical specifications for Electro-Hydraulic Operating Table

FOUR SECTION TABLE TOP SHOULD BE RADIO-TRANSLUCENT WITH BUILT IN TABLE TOP SLIDING MECHANISM TO FACILITATE C- ARM

OPERATING POSITIONS: HEIGHT ADJUSTMENT, LONGITUDINAL SLIDE, LATERAL TILT, TRENDELENBURG, REVERSE TRENDELENBURG AND BACK SECTION SHOULD BE PRECISELY AND SMOOTHLY CONTROLLED BY REMOTE SWITCH WITH FEATHER TOUCH CONTROLS THROUGH IMPORTED EXPLOSION PROOF ELECTRO-HYDRAULIC SYSTEM

OPERATING POSITIONS SHOULD ALSO BE OPERATED HYDRAULICALLY WITH THE HELP OF FOOT PEDAL BY SELECTING THE DESIRED POSITION FROM REMOTE SWITCH SUPPLIED WITH BATTERY BACK UP

SHOULD HAVE IMPORTED MINIATURE SOLENOID VALVE AND IMPORTED ELECTRIC MOTOR HEAD & FOOT SECTION SHOULD BE MANUALLY OPERATED BY THE MEANS OF RATCHET SYSTEM

STAINLESS STEEL COVERED BASE AND CYLINDER COVERS FOR EASY CLEANING AND HYGIENE

COMPLETE WITH STAINLESS STEEL SIDE-RAILS, CLAMPS AND STANDARD ACCESSORIES

I S O CERTIFIED AND C E CERTIFIED

8. Technical specifications for Fowler Bed (ABS Panels)

Frame work made of rectangular M.S. Tube

4 Section top made of perforated MS Sheet

Backrest, Knee Rest Positions manoeuvred by separate screw from foot end ~

ABS moulded head & foot panels

Four locations for IV Rod

Bed mounted on 100 mm dia castor two with brakes

Overall Size : 210 L x 90 W x 60 H cms

Finish : Epoxy Powder Coated

9. Technical specifications for Three fold screen

Pre- treated & Epoxy Powder Coated Finish, mounted on 5 cm castors

10. Technical specifications for Patient Stool

- Frame work of CRCA tubes
- Pre-treated & Epoxy Powder Coated Finish

**Size :** 50L x 40W x 46H cms

#### 11. Technical specifications for Cylinder Trolley

- Mobile on Two 100 mm Castors
- Pre-treated & Epoxy Powder Coated Finish

#### 12. Technical specifications for Instrument table

- Stainless Steel Made
- Two S.S. Shelves, covered with Three Side Rails
- Mounted on four 100 mm Castors, two with brakes
- **Shelf Size :** 75L x 45W x 90H cms

#### 13. Technical specifications for Foot steps

- Frame work of CRCA tubes
- Pre-treated & Epoxy Powder Coated Finish
- **Size :** 50L x 40W x 46H cms

#### 14. Technical specifications for IV Stand

- S.S. Pipe, press molded Five leg base with 50 mm castors
- S.S. adjustable rod with 136 . 224 cms with double hook
- **Size :** 50L x 25W x 20H cms

#### 15. Technical specifications for ICU BED

- Should be a premium ICU bed with ABS top and PP side rails
- The front foot panels also made of PP with base cover of ABS plastic.
- Bed should have steel pipe frame with 3 electric motors
- Length to be around 2200mm, depth around 1000mm
- Lowest height of bed should be around 37 cm and highest to be around 66 cm
- Top panel should have movement of 0-75 ° and foot panel around 0-40 °
- Trendelberg and reverse trendelberg around 0-18° with digital display
- There should be 2 control switches on outside of left and right side rails for double side operations
- There should be swivel bumper at the end of the bed sides to protect hospital facilities when moving
- Should have dining table option and side rails 4 nos
- Should have provision for IV Pole and mattress included
- Should be from an international manufacturer with CE, ISO 9001:2000 certification

## **16. Specification for Multi purpose OT Table C arm Compatible**

### **Salient Features:**

- Eccentric pillars
- Stainless steel fitting
- Detachable, head, leg & pelvic section
- Built Kidney Bridge
- Fine sectional radio – translucent
- Base & Cover made of attractive, easy to clean Stainless Steel (304 Grade)
- Sophisticated mechanics provide smooth, step less articulation of the table Top for precise patient positioning
- Maximum C-Arm: Access is achieved without having to longitudinally slide the tabletop due to eccentric position of the pillars.
- Easy floor locking devices
- Interchangeability of head & leg sections

### **Standard Accessories:**

- Anesthetic Screen
- Shoulder Supports with pads
- Arm Boards with pads
- Lateral Support with pad
- Knee Crutches Goepel type
- Water proof Rubber mattress

### **Specifications:**

- Positions electrically powered in Electronic-1
- Elevation
- Flex & reflex
- Lateral tilt
- Trendlenburg & Rev. Trendelenburg
- Floor locking & unlocking

### **Standard Accessories:**

- Anesthetic screen
- Arm boards with pads
- Material support with pad
- Knee crutches Goepel type
- Water proof rubber mattress

### 17. Technical specifications of Infrared Thermometer

- Should have 1 second measurement or continuous mode
- Should be able to take ear temperature
- Should have fever alarm
- Should have more than 6 memories
- C ° / F ° switchable
- Should have plug and secure type probe cover
- Auto shut off
- Should have indicator for low battery
- Should be highly accurate
- Should perform self diagnosis when device is abnormal
- Should be clinically accurate according to EN12470-5:2003 regulatory standard

### 18. SPECIFICATIONS FOR TRANSPORT PATIENT MONITOR

1. Monitors should have modular & multi measurement server design.
2. Monitor should be color coded to avoid inserting wrong cables, leads
3. The monitors should have bright, highly visible minimum 10-12 inch flat screen medical grade color TFT display with preference of high resolution for easy viewing from a distance.
4. Monitor should have Adult, Pediatric and Neonatal application.
5. It should be user friendly.
6. The monitor should be light weight and portable with a handle for carrying it.
7. It should have capable of monitoring 3/5 Lead ECG, Respiration, NIBP, SpO2 & IBP.
8. Should have continuous 12 lead ECG facility including 12 lead ST segment & Mapping capability through 5 lead cable.
9. Should have the capability to display atleast four real time waveforms along with related numerical parameters on a single screen.
10. Color Coded waveforms and numerics.
11. Should have audio-visual alarms facility.
12. The size of the numerics and waveforms should be adjustable to become larger for viewing from very long distance.
13. Should have facility to monitor NIBP for all age groups.
14. Should display oxygen saturation (for all age groups ) with plethysmograph.



15. Should have advanced multi-lead arrhythmia analysis capability.
16. The monitor should have configurable screen configurations for various monitoring settings like emergency, general monitoring, 12 lead screen etc.
17. Should have upto 48Hrs. of trending.
18. Should have internal rechargeable battery with backup for atleast 2 hours.
19. Should be future upgradable to different parameters.

Accessories to be offered as standard

- ECG/Respiration 5 lead cable
- Non-Invasive Blood Pressure cuff adult
- Pulse Oximetry finger adult
- Reusable/Disposable Invasive Pressure Transducer

20. DICOM 3 ready and PACS connectivity should be feasible without any additional hardware/software requirement

### 19. Technical specifications for Finger Type Pulse Oximeter

- Should be professional finger oximeter with physician side orientation of display
- Should be made from sturdy material to withstand daily operational requirements in hospital
- Should be able to withstand multiple drops and exposure to liquids
- Should be able to work for different patients
- Should have more than 3 years warranty
- Should not require any calibrations
- Should be Lead Free and Latex Free
- Should have bright LED Display
- Should have 3 colour pulse quality indicator
- Should have auto turn on and off function
- Should be able to provide more than 5000 tests on 2 AAA batteries
- Pulse display range : 18 ó 321 beats per minute
- Oxygen saturation accuracy range : 70 ó 100% ±2 **digits**
- Low Perfusion Oxygen Saturation Declared
- Accuracy Range (Arms\*) : 70 ó 100% SpO2 ±2 digits
- Pulse Rate Declared Accuracy Range (Arms\*) : 20 ó 250 BPM ±3 digits
  
- Low Perfusion Pulse Rate Declared Accuracy Range (Arms\*)..... 40 ó 240 BPM ±3 digits

### 20. Specification for AUTOMATED SCALPEL BLADE REMOVER

1. Should be an Automatic system to remove and contain used scalpel blades;
2. Should works on all sizes of handles and all types of blades;
3. Should be a Single hand use mechanism;
4. Flask made of bio-degradable autoclavable material;
5. Built in counter to show remaining capacity;
6. maximum capacity 100 blades to avoid contamination,
7. US FDA approved & CE marked.
8. Should have Flask & Box version sizes to suit point of use

### 21. Specification for Pressure Relieving Hospital Mattress

1. Standard Hospital Mattress made of visco-elastic,
2. Should be made of temperature sensitive open cell material (Tempur Material);
3. Should Conform to the exact contours of the body;
4. Should have Tempur material density of 85-110 Kg/m<sup>3</sup>;
5. Should provide optimum pressure relief with proper support over the entire surface;
6. Weight bearing should be more than 125 Kg;
7. Mattress size should be of 14 cms ( 4 cm Tempur material & 10 cm highly resilient foam);
8. Should be covered with waterproof and air permeable PU cover that should be washable in 95o C;
9. PU cover should be easy to clean, disinfect and sterilize using cleaning agents commonly used in hospitals.
10. Should be CE marked & NASA recognized.

### 22. Specification for Multi Use Patient Shifter

1. Multi use patient shifter suitable to transfer patient from trolley to bed or vice versa without patient lifting;
2. Should have material: nylon & Plywood;
3. Should have a Water resistant sterilizable cover;
4. Should be a space saving foldable version;
5. Should be lightweight for improved efficiency;
6. Should be radiolucent;
7. Sizes: 170 x 50 cm and 85 x 50 cm to suit different points of use such as OT / ICU/ Casualty / Wards.

### 23. Specification for MODULAR MULTIPARA MONITOR

1. The monitor should have adult, paediatric and neonatal applications and should be user friendly.
2. It should be capable of monitoring ECG, non invasive blood pressure, oxygen saturation (SpO<sub>2</sub>), Respiration & Dual Temperature (skin & rectal)
3. The monitor should be modular in design with colour touch screen of **minimum 16 ” or more in size** with coloured waveforms. Display of waveform as well as the numbers should be clearly visible from a distance of up to 6-10 feet.
4. The Touch screen should be full touch screen and not touch buttons.
5. The modules should be freely exchangeable for same make of monitors.
6. The monitor should display at least 11 curves at a given time and the operator should be able to arrange curves, graphics and measured value fields as desired on the screen. The operator should be able to freeze the waveforms as well.
7. Monitor should have Emergency Transport module wherein it can be used during patient transfer and can be plugged into main unit again.
8. Emergency module should have graphical color TFT Display of atleast 2.5ö which can display waveforms of ECG & SPO<sub>2</sub>. And display parameters of NIBP, Respiration & Temp
9. The Emergency Transport Module should display at least 6 lead ECG on the screen.
10. Emergency module should have rechargeable battery built-in for at-least 150 minutes.

11. Monitor should have an internal battery, which should last for more than two hour.
12. It should have a facility of data storage for at least 100 hours of trended parameters and should also have graphical & tabular trends.
13. Should have a facility to deactivate all the alarms if necessary.
14. The monitor should have memory storage and in event of power failure the memory should remain when monitor is turned on.
15. The monitor should have flexibility of being used as well /pole mounted or as transport monitor.
16. The main unit should have rechargeable battery with operating time of atleast 120 minutes
17. Unit should have following calculation packages drug dose Calculation, hemodynamic, Ventilation, Oxygenation & Renal.
18. The unit should be CE & US FDA approved. The certificates for the same should be submitted with the offer, without which offer is liable to be rejected.
19. DICOM 3 ready and PACS connectivity should be feasible without any additional hardware/software requirement

**ECG monitoring: Essential specifications**

1. Available leads: I, II, III, V, AVR, AVL, AVF, V1, V2, V3, V4, V5, V6 with facility for recording 12 lead ECG. Should supply 10 lead patient cable.
2. Should display one or all the selected leads at a time
3. Should have ST segment analyzer.
4. Should have arrhythmia monitoring facility.
5. Should have user selectable alarms.
6. Heart rate measuring range: 15-300 beats/min
7. Standard AHA standardized, CE certified, ECG cable should be provided.

**Pulse oximeter (SpO<sub>2</sub>)**

1. Should provide a digital value of the arterial oxygen saturation as well as diagnostic plethysmographic pulse waveform.
2. Measurement range: 0% to 100%
3. User selectable upper and lower alarm limits.
4. Should be sensitive and function accurately even at low perfusion states of low blood pressure or hypothermic conditions.

**Respiration**

1. Range: 0-120 rpm or more
2. Accuracy:  $\pm 2$  rpm
3. Should have an apnoea alarm

**Non-invasive blood pressure (NIBP) monitoring:**

1. Should have Oscillometric method of measurement of BP.
2. Range: 10-250 mm Hg for adults, 10-200 for paediatric and 10-135 for neonates
3. Should provide over pressure protection
4. BP cuffs should be latex free, CE certified, washable and sterilizable, Velcro based, carrying artery symbol and index line
5. Accessories, NIBP cuff:
  - a. For Adult Thigh
  - b. For arm: Large adult, Adult, Small adult, Paediatric, Neonatal

**Accessories to be supplied with each Monitor:**

- 10 Lead ECG cable ó 1 nos.  
 Adult SpO<sub>2</sub> Probe ó 1 nos.

NIBP Cuffs (Adult Thigh ,Large adult, Adult, Small adult, Paediatric, Neonatal) ó 1 each  
NIBP Hose ó 1 no.  
Temperature Probes ó 2 nos.  
Power cord -1 no.  
Warranty Card ó 1 no.

**Up-gradation:**

1. The monitor should have the facility of up-gradation to incorporate additional newer modules or functions like Dual IBP, EtCo2, Multigas monitoring, BIS, EEG & thermal Recorder etc.

24. Specification for High Vacuum ó High Flow Suction Unit

Suction capacity 600 mm Hg (+) (-) 10mm; Provided with regulable flutter free vacuum control knob; Suction volume: 60 Litre / min. Inbuilt Double diaphragm pump; Provided with 2 x 2.5 L wide mouthed polycarbonate jars with changeover lever; Jars should be with handles for hygiene ; Safety jar with mechanical / electronic overflow motor shut off system and bacterial filter; Provided with bourden type 6.25cm dia 0-760 mm Hg calibration vacuum gauge; Unit should be in shock-proof plastic moulded cabinet; Noise level should be less than 70 dB A; Provided with 10mm ID x atleast 2 mtr tubing (PVC); Weight should not be more than 25 kg for easy mobility; Manufacturing unit should be ISO certified; CE marked.

25. SPECIFICATION FOR AUTOMATED ELECTROLYTE ANALYZER

- Instrument should be working on ISE principle.
- Instrument must have seven parameters: K+, Na-, CL-, Ca++, Li+, Ph and Reference
- Sample serum, plasma, whole blood, urine and CSF
- Sample volume 80-150uL.
- Should be Reagent volume consumption 1ml for each test.
- Through output should be 60samples/hr.
- Instrument must have inbuilt thermal printer.
- Instrument must have inbuilt large LCD display
- Instrument must have 1000 test memory.
- Instrument must be quoted with all standard accessories.
- All consumables are quoted in tender
- Instrument should be comply with ISO and CE marking

In order to quote the tender the tenderer should have a service center in Delhi

26.SPECIFICATION FOR Urine Chemistry analyzer

1. Machine should be compact with bench top model
2. Machine can perform colored urine compensation, ambient temperature compensation and specific gravity compensation by pH.
3. Machine should have inbuilt printer
4. Machine can use for spot urine analysis, Protein Cretin nine ratios.

5. Machine should have 2000 test memories and can run at least 300 tests per hour.
6. Machine should have touch screen LCD display and RS 232 C port
7. Machine should not be more than 1000gms
8. Company should be ISO certified instrument must have FDA & CE approved

#### 27. SPECIFICATION FOR AUTOMATED GLASS AMPOULE OPENER

1. Easy to use ampoule opener,
2. should keep both hands away from the sharp edges during ampoule opening;
3. Ampoule Cap should be contained safely within the unit until ejected;
4. Should be of ABS body with silicon rubber O-ring;
5. Should be washable and latex-free;
6. Should be of light weight ( less than 25 gms)
7. Length should be less than 100 mm and Width should be less than 15 mm thus making it easy to carry;
8. Should be Compatible with common sizes of ampoules (namely: 1-2 ml, 5-10 ml & 10-15 ml).
9. CE marked

#### 28. Specification for Fully automatic AED Defibrillator

- Microprocessor based system, extremely gentle defibrillation energy using Multipulse Biowave Bi-phasic pulsed defibrillation impulse.
- Easy operation in 3 steps: START – ANALYSIS – SHOCK; automatic analysis on request.
- Quick charging time: <10 seconds
- Should have a high resolution LCD display.
- User-friendly LCD screen (display of time, battery , electrode type, text instructions, charging energy level, ECG waveform)
- Facility of ECG pickup from disposable pads connected.
- Adult and paediatric application should be integrated.
- Standard energy settings: Adults: 50–90–120 J Pediatric (automatic switch when the pediatric electrodes are plugged in): 15–30–50 J
- Should have speaker for voice prompts as well as visual indication for the same while following a protocol.
- The internal Safety discharge interval should be 20 seconds or less after full charge.
- Battery type: Li – MnO<sub>2</sub> cell.
- Battery Capacity should be having 50 shocks of 120 Joules.
- Auto shutdown on low battery charge, Safety switch for transportation
- Weight should not be more than 500 grams; inclusive battery.

### 29. Specifications for Fully Automated Cardiac Analysis System

1. It should be a Desktop system for the Quantitative measurement of Significant critical care markers such as high sensitive Cardiac Troponin-I, (cTnI), NT-proBNP, hsCRP, D-Dimer, CK-MB mass, Myoglobin and HCG. cTnI assay should have a CV of <10% at the 99th Percentile. (Guideline Acceptable as per the publication by Fred S. Apple, Clin. Chem., 2009)
2. Sampling material should be Whole Blood, Plasma and Serum.
3. It should have a throughput of up to 6 samples or parameters per run.
4. It should have a measuring time of less than 20 minutes for 6 samples.
5. It should have ready-to-use reagents in a Cartridge.
6. It should be portable, so that it can be shifted easily, and used at the point of - care.
7. There should be no special requirements such as cooling or water supply and should require minimal maintenance.
8. It should be available for 24-Hour operation, even if the central lab is not open for service.
9. It should be easy to operate, even by non-laboratory personnel.
10. It should have Data Storage of up to 1000-for Patient Data, 1800-for QC Data and 300-for CAL Data.
11. It should have data connection to a LIMS by RS322 interface.
12. It should be complete with UPS (1KVA, minimum 15 minutes back-up), touch Screen monitor, barcode scanner for reading the sample barcodes and integrated printer.

### 30. Specifications for Blood Gas and Electrolyte & Metabolite Analyzer

1. Small, easy to operate and portable system capable of measuring pH, PCO<sub>2</sub>, PO<sub>2</sub>, Na<sup>+</sup>, K<sup>+</sup>, Ca<sup>++</sup>, Glucose, Lactate, Hematocrit.
2. All the tests blood gases/electrolytes/glucose/lactate should be performed simultaneously on a single-use disposable cartridge.
3. Upgradeable to future parameters like Cl<sup>-</sup>, Creatinine on the same card.
4. The system should be USFDA and CE certified.
5. Sample requirement - not more than 100 µl.
6. The system should be capable of storing 2000 patient results
7. The single-use test cartridges should be self contained with all the reagents, sensors & calibrating solutions required for running.
8. Tests cartridges should be stored at room temperature without any requirement for refrigeration.
9. System should be provided along with a dedicated wireless (Bluetooth) Thermal Printer.
10. System should be capable of recharging during operation.
11. System should use Amperometric, Potentiometric, Conductimetric sensors for measurement.
12. System should have an EMBEDDED and detachable BARCODE READER
13. System should be capable of BLUETOOTH and Wi-Fi connectivity.
14. OPERATION: AC adapter or rechargeable Li-Ion battery
15. The system capable of performing at least 40 tests on one full charge.
16. System should come along with a Windows based Personal Digital Assistant to control the entire system & printer.