

**GOVT. OF INDIA
MINISTRY OF EXTERNAL AFFAIRS
SOUTH BLOCK, NEW DELHI**

BIDDING DOCUMENT

**INVITATION FOR BIDS FOR SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF
64 SLICE CT SCAN MACHINE FOR
BLACK LION HOSPITAL ETHIOPIA**

**BID REFERENCE: IFB No. HSCC/PUR/CT/MEA-Ethiopia/10-11
Dated 10/10/2010**

HSCC (I) LIMITED

Plot No. 6A, Block-E, Sector-1, NOIDA (U.P.) – 201 301.
Tel: 0120-2443103, 2542436, 37, 38, 40,
Fax : 0120- 2443113

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BID DOCUMENT REFERENCE No. IFB No. HSCC/PUR/CT/MEA-Ethiopia/10-11 Dated: 10/10/2010	
Item Description	Supply, installation, testing & commissioning of 64 Slice CT Scan machine for Black Lion Hospital, (The complete specification of the equipment is available on detailed IFB on the web sites http://www.hsccltd.co.in or www.mea.gov.in)
Date of Commencement for download / sale of Bid document.	October 11, 2010
Date & Time for Pre –bid conference.	October 28, 2010 at 10.00 Hrs IST
Venue for Pre –bid conference.	O/o DS (E &SA), Room No. 235 J, Ministry of External Affairs, South Block, New Delhi
Last date for download/ sales of the Bid document.	November 24, 2010 upto 17.00 Hrs IST
Last date & time for receipt of Bids along with Bid security & Bid Document Fee.	November 25, 2010, upto 14.30 Hrs. IST
Date & time for Techno –Commercial Bid opening.	November 25, 2010, upto 15.00 Hrs. IST
Price Bid opening Date & time.	Shall be intimated later.
Venue for sales of document.	HSCC (I) LTD. (A Govt. of India Enterprises) Plot No. 6-A, Block-E, Sector-1, NOIDA (U.P.) – 201 301. Tel: 0120-2443103 Fax: 0120 - 2443113
Type of Bid.	Single stage two part bid system / Public opening.

Date: 10/10/2010

FORWARDING LETTER

To,
(Prospective Bidder).....
.....
.....

Our Ref.: IFB No. HSCC/PUR/CT/MEA-Ethiopia/10-11 Dated 10/10/2010

Your ref: _____

SUBJECT: INVITATION FOR BIDS FOR SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF 64 SLICE CT SCAN MACHINE FOR BLACK LION HOSPITAL, ETHIOPIA.

Sir

1. Enclosed please find bid document for 64 Slice CT Scan Machine.
2. The last date for the Bid receipt and opening will be as per IFB. However, in the event of the day of receipt and opening of tender being declared a holiday, the due date of receipt and opening of tenders will be the following working day at the same time.
3. The bidder is eligible to quote only for the **Item(s)** for which the payment of Bid Document Fee is made as per the Clause 9[B] of Instructions to Bidders.
4. **Pre-bid meeting on Techno-Commercial conditions shall be held on 28/10/2010 at 10:00 AM at Deputy Secretary (E&SA) Room no. 235-J at Ministry of External affairs, South Block New Delhi. Bidders are requested to bring with them any clarifications required in writing and submit the same during the Pre-bid meeting/discussions. Response to the queries, amendments, if any shall be displayed on the HSCC's /MEA websites <http://www.hsccltd.co.in>/www.mea.gov.in by within ten days from the date of Pre- bid conference.**

Kindly acknowledge the receipt of the Bid Document.

For HSCC (I) Ltd
General Manager (Procurement & F&A)

- Encl: 1. Annexure-A – Important Clauses in brief.
2. Invitation For Bid (IFB).
3. Invitation For Bids (IFB) – Details
4. Section-I - Instructions To Bidders (ITB)
5. Section-II - General Conditions Of Contract (GCC)
6. Section-III - Special Conditions Of Contract (SCC)
7. Formats
8. Description & Specifications

Important Clauses in Brief, For Quick Reference only, (BIDDER MUST REFER ALL TERMS & CONDITIONS ETC. ENCLOSED WITH THE BID DOCUMENT IN DETAILS)

Instruction to Bidders (ITB)

1. **Bid Security Amount** - As given in IFB Details.
2. **Price Bid** - Please refer Clause 6 of ITB. Bidders to quote all inclusive lump sum price with 5 years Warranty Bidders shall also quote 3 years CMC charges with spares separately after initial 5 years warranty period which shall be included in the lump sum price for the purpose of price evaluation of bids. **The bidders should quote price in Indian Rupees only and price shall be fixed, no other charges in addition will be payable on any account over and above the lump sum price quoted.**
3. **Statutory Variation** - **No further payment will be made in case of any change in Levies / Taxes/ Duties/ Cess later on.**
4. **Optional Items** - As per Clause 6.6 of ITB. Bidder in their own interest should quote separately for any Optional Items of the Technical Specifications. In case the Optional items of the Tender Specifications are not quoted explicitly, then the rate quoted shall be considered for the tendered main item and accordingly price comparison shall be done. No benefit shall be considered for inclusion of Optional Items in the Tendered Item.
5. **Manufacturer's Authorization** - As per Clause 7.2 (a) of ITB. In case of an item comprises group of items, then Bidder may give Manufacturer's authorisation for main equipment from the Principals and other equipment from other manufacturer's of his choice (indigenous/ imported) for which Bidder shall submit Manufacturer's Authorization as per the Tender format.
6. **Bid Document Fee** - See Clause 9 [B] of ITB.
7. **Bid Validity** - **180** days as per Clause 10.1 of ITB
8. **Amount of Performance Security-** 10% as per Clause 24 of ITB.
9. **Preliminary Examination** - As per Clause 17.4 of ITB. The Bid Form, signed by the Bidder which stipulates acceptance of all the terms & conditions of bid document, shall supercede all other terms & conditions given by the Bidder in their bid.

General Conditions of Contract (GCC)

- 10. **Delivery** - 4 months as per Clause No.9 of GCC.
- 11. **Insurance** - 110% of Order Value as per Clause No.10 of GCC.
- 12. **Payment Terms** - 80% & 20%, as per Clause No. 12 of GCC.
- 13. **Liquidated Damages** - 0.5% per week upto 10% of the contract price as per Clause No.15 of GCC.
- 14. **Warranty** - As per Clause 26 of GCC

Special conditions of Contract (SCC)

15. Minimum Qualification Criteria

- As per Clause 4 A iv) of SCC Bidders should have in the past 5 years, satisfactory executed for the Item offered, at least one single order of similar item of **quantity 1 no.** in any one of the last 5 years. The Bidders shall furnish “End User Certificate” indicating contact details i.e. name of person, phone/fax /mobile nos. etc. End user Certificate / Client Certificates should be those only for which order copies are being submitted by the bidder.

16. Other eligibility requirements

- As per Clause 4 B ii) of SCC. The Bidder should submit along with audited report for the last 3 years to enable the purchaser to assess the financial capability of the bidder or positive net worth of the bidder.

17. Bid Form

- To be submitted as per Clause 6 of SCC in the given format. In case Bid Form is not submitted by the bidder, their bid will be liable for rejection.

18. Components & Quantities

- All components/ quantities of the Item must be quoted as per Clause 9 of SCC.

19. Turnkey activities

- The offer should be on turn-key basis including all costs incidental to the same as per Clause 12 & 15 of SCC.

20. Training of Equipment

Bidder shall provide application training on equipment for 4 weeks at the site of consignee.

21. After Sales – Services

The bidder should have after sales –services facilities either in Ethiopia or in the region of consignee.

Invitation for Bids (Open Tender)

BID REFERENCE: IFB No. HSCC/PUR/CT/MEA-Ethiopia/10-11 Dated 10/10/2010

HSCC(I) Ltd. for and on behalf of Ministry of External Affairs, Government of India invites sealed bids from manufacturers/ authorized Indian agents of foreign manufacturers in single stage two part ("Techno –Commercial Bid" & "Price Bid") for Supply, Installation, Testing & Commissioning of one **CT Scan Machine(64 Slice)** at Black Lion Hospital, Ethiopia. The last date of submission of tender document is **25/11/2010** and bid security amount is Rs. 8,00,000/-

- i) Please refer to bidding documents for detailed Technical Specification, Quality, Terms and conditions of Bidding document, Bid Security, consignee and other relevant details.
- ii) Bid evaluation shall be made on the basis of total " All Lump sum Price"
- iii) Specimen copy of bidding document is kept available for inspection (free of cost) at the bidding document sales counter for the benefit of prospective bidders.
- iv) In case of goods of import origin, a foreign manufacturer can quote through their authorized Indian agent.

A complete set of Bidding Document in English may be purchased from **11th October, 2010 to 24th November, 2010** by any interested bidder from 10.00 Hrs IST to 17.00 Hrs. IST on all working days on the submission of a written request to the **HSCC (India) Ltd, Plot No. E -6 (A), Sector -1, Noida, U.P.** and upon payment of non-refundable fee of Rs.2000/- in the form of cash or Demand Draft from any nationalized bank drawn in favour of HSCC (India) Ltd. Payable at New Delhi / Noida. Bidding Document requested by mail shall be promptly dispatched by courier/ Speed post on payment of an extra amount of Rs. 200/- MEA/HSCC will not be responsible for postal delay, if any, in the delivery of the document or non receipt of the same. Bidder may also **download** the tender document from the website <http://www.hsccltd.com/> or www.mea.gov.in and submit its tender by utilizing the downloaded document, along with the required non- refundable fee of Rs. 2000/- in favour of HSCC (India) Ltd payable at New Delhi/ Noida. The bidders must submit the above mentioned tender document fee along with its tender failing which the tender submitted by the bidder shall be ignored. The bidder must refer ITB clause 9[B] of bid document for details regarding payment of Bid Document fee.

The last date of submission of bid is **25th November, 2010 upto 14.30 Hrs IST** at **HSCC (I) Ltd, Plot No. E -6 (A), Sector -1, Noida, (U.P.) 201301** The techno- commercial bid shall be opened on the same day at **15.00 Hrs** IST in presence of bidders or their representative who choose to be present.

In the event of any of the above mentioned dates being declared as a holiday / closed day in the purchaser's organization, the Bids will be sold / received/ opened on the next working day at the appointed time.

A pre – bid conference will be held in the office of **Ministry of External Affairs, R.No. 235-J, South Block, New Delhi** on **28th October, 2010 at 10.00 Hrs IST.**

In case of difficulty in downloading the Bid Document from the website, the prospective bidder(s) may please contact to the **HSCC (India) LTD. E- 6(A), Sector-1 , Noida , U.P**

MEA reserves the right to accept or reject any or all of the tenders in full or in part including the lowest without assigning any reasons thereof or incurring any liability thereby.

For further details please log on to <http://www.hsccltd.co.in> or www.mea.gov.in. All corrigendums/ modifications etc. if any, related to this tender will be published on HSCC/MEA websites only. Bidders are requested to visit these websites on regular basis.

**For HSCC (I) Ltd
General Manager (Procurement & F& A)**

**MINISTRY OF EXTERNAL AFFAIRS
GOVERNMENT OF INDIA**

INVITATION FOR BIDS (IFB) - DETAILS

IFB Reference: **HSCC/PUR/CT/MEA-Ethiopia/10-11 Dated 10/10/2010**

Ministry of External Affairs, Government of India through the consultant HSCC (India) Ltd. invites sealed bids from manufacturers/ authorized Indian agents of foreign manufacturers in Single stage two bid system for Supply, Installation, Testing & Commissioning of various Medical Equipments for Black Lion Hospital, Ethiopia.

Item No.	Description	Quantity	Last Date of Submission of Bids	Bid Security (in Rs.)
1.	64 Slice CT Scan Machine	1	25/11/2010	8,00,000.00

Please log on to <http://www.hsccld.com/> or www.mea.gov.in for copy of Invitation for Bids, items, detailed specifications, quantity, terms & conditions of tendering, Bid Security, consignee and all other relevant details like date of bid opening, last date for submission of bids etc.

- i) Bid evaluation will be made on the basis of total "All inclusive lump sum price" to be offered for equipment. Any part/incomplete offer in respect of a particular equipment/store shall be rejected.
- ii) Deleted
- iii) A specimen copy of the 'Bid Document' is kept available for inspection (Free of Cost) at HSCC (India) Ltd., Noida for the benefit of prospective bidders.
- iv) Deleted
- v) Deleted
- vi) In case of goods of import origin, a foreign manufacturer can quote through their authorized Indian agent.

A complete set of Bidding Document in English may be purchased from **11th October, 2010 to 24th November, 2010** by any interested bidder from 10.00 Hrs IST to 17.00 Hrs. IST on all working days on the submission of a written request to the **HSCC (India) Ltd, Plot No. E -6 (A), Sector -1, Noida, U.P.** and upon payment of non- refundable fee of Rs.2000/- in the form of cash or Demand Draft from any nationalized bank drawn in favour of HSCC (India) Ltd. Payable at New Delhi / Noida. Bidding Document requested by mail shall be promptly dispatched by courier/ Speed post on payment of an extra amount of Rs. 200/- MEA/HSCC will not be responsible for postal delay, if any, in the delivery of the document or non receipt of the same. Bidder may also **download** the tender document from the website <http://www.hsccld.com/> or www.mea.gov.in and submit its tender by utilizing the downloaded document, along with the required non- refundable fee of Rs. 2000/- in favour of HSCC (India) Ltd payable at New Delhi/ Noida. The bidders must submit the above mentioned tender document fee along with its tender failing which the tender submitted by the bidder shall be ignored. The bidder must refer ITB clause 9[B] of bid document for details regarding payment of Bid Document fee.

The last date of submission of bid is **25th November, 2010 upto 14.30 Hrs IST** at **HSCC (I) Ltd, Plot No. E -6 (A), Sector -1, Noida, (U.P.) 201301** The techno- commercial bid shall be opened on the same day at **15.00 Hrs** IST in presence of bidders or their representative who choose to be present.

In the event of any of the above mentioned dates being declared as a holiday / closed day in the purchaser's organization, the Bids will be sold / received/ opened on the next working day at the appointed time.

A pre – bid conference will be held in the office of **Ministry of External Affairs, R.No. 235-J, South Block, New Delhi** on **28th October, 2010 at 10.00 Hrs IST.**

In case of difficulty in downloading the Bid Document from the website, the prospective bidder(s) may please contact to the **HSCC (India) LTD. E- 6(A), Sector-1, Noida, U.P**

MEA reserves the right to accept or reject any or all of the tenders in full or in part including the lowest without assigning any reasons thereof or incurring any liability thereby.

For further details please log on to <http://www.hsccltd.co.in> or www.mea.gov.in. All corrigendums / modifications etc. if any, related to this tender will be published on HSCC/MEA websites only. Bidders are requested to visit these websites on regular basis.

**For HSCC (I) Ltd
General Manager (Procurement & F& A)**

SECTION-I

INSTRUCTIONS TO BIDDERS (ITB)

This bid document should be read in conjunction with the Press Tender Notice/IFB, Ref. No. HSCC/PUR/CT/MEA-Ethiopia/10-11 **Dated 10/10/2010**, a copy of which is enclosed in this document and all clauses to be read in conjunction with any other instruction given elsewhere, in this document, on the same subject matter of the clause.

1. THE BIDDING DOCUMENTS:

CONTENT OF BIDDING DOCUMENTS:

1.1 The Goods required, bidding procedures and tender & contract terms are prescribed in this Bidding Document and includes (i) IFB, (ii) IFB (Details), (iii) Section I (ITB), (iv) Section II (GCC), (v) Section III (SCC), (vi) Annexure-1 (Description & Specifications), (vii) Consignee details for equipment placement, besides formats for Consignee receipt, Bid form, Performance Statement Proforma and Manufacturer's Self Authorisation form & Manufacturer's Authorization form (for Equipments of Imported origin), Commercial Compliance, Technical Compliance, price Schedule, CMC Price Schedule.

1.2 The Bidders are expected to examine all instructions, terms, specifications etc. in the Bidding Documents. Failure to furnish information required by Bidding Documents or submission of a Bid not in compliance to the Bidding Documents will be at the Bidder's risk and may result in rejection of its Bid.

1.3 COST OF BIDDING:

The Bidder shall bear all costs associated with the preparation and submission of its Bid, and Ministry of External Affairs(MEA), Govt. of India acting through their Consultants, M/s HSCC (I) Ltd., hereinafter referred to, as "The Purchaser" will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

2. CLARIFICATION IN BIDDING DOCUMENTS:

A prospective Bidder requiring any legitimate clarification of the Bidding Documents may notify in writing at the Consultant's mailing address indicated in the Invitation for Bids. The Consultant will respond to any request for clarification of the Bidding Documents that it receives, **not later than fifteen (15 days) prior to the deadline for the submission of bids.** Consultant's response (including explanation of the query but without identifying the source of inquiry) will be displayed on the website www.hscltd.com.

3. AMENDMENT OF BIDDING DOCUMENTS:

3.1 At any time prior to the deadline for submission of Bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder modify the Bidding Documents by amendment.

3.2 The amendment will be notified on the www.hscltd.com and www.mea.gov.in.

3.3 In order to afford prospective Bidders reasonable time to take the amendment into account in preparing their Bids, the purchaser may, at its discretion, extend the deadline for the submission of Bids.

4. **LANGUAGE OF BID:**

4.1 The Bid prepared by the Bidder and all correspondence and documents relating to the Bid exchanged by the Bidder and the purchaser, shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language so long as it is accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Bid, the English translation shall govern.

5. **DOCUMENTS COMPRISING THE BID:**

The two-part Bid, that is, Techno-commercial bid and Price bid prepared by the Bidder shall comprise the following:

- a) Techno-commercial Bid (un-priced bid): This should interalia include the following:
 - i) Bid Security furnished in accordance with Clause 9.
 - ii) Detailed technical specifications of **Item** quoted and if applicable, along with Catalogue / Literature fabrication drawings, make and model of the equipment offered with prices blanked (without indicating the prices).
 - iii) Statement of parameter-wise compliance from Tendered Commercial conditions.
 - iv) Statement of parameter-wise compliance from Tendered Technical specifications.
 - v) Authority Letter from manufacturer in case Bid is submitted by Agents;
 - vi) Bidders to indicate Name and Address of their Bankers.
 - vii) Last 3 year audit balance sheet duly stamped & signed by Chartered Accountant with Membership No.
 - viii) Documentary evidence established in accordance with Clause 7 & SCC clause 4 that the Bidder is qualified to perform the contract if its Bid is accepted.
 - ix) Performance Statement along with relevant copies of orders and the respective satisfactory certificates of the end users.
 - x) Documentary evidence established in accordance with Clause 8 that the Goods and Ancillary to be supplied by the Bidder are eligible Goods and Services and conform to the Bidding Documents;
 - xi) Proof of payment of Bid Document Fee as per clause 9[B].

- b) **Price Bid:** The information given at Sr. No. 5 (a) (ii) above should be reproduced but with prices indicated. The prices shall be all inclusive lump sum prices as per description given at Clause No. 6.

N.B.

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

6. BID PRICE :

- 6.1 (a) The Price bid for the **Item should** be commensurate with the scope of supply indicated against the **Item** and should indicate all inclusive lump sum price offered for each equipment/store including (cost of the stores, freight, insurance, transit insurance, packing forwarding, VAT, Sales Tax, Excise duty, Custom Duty, Inspection /Inspection charges for ISO certified inspection agencies 3rd party inspection), road permit costs etc. and including charges whatsoever applicable, for equipment installation and commissioning with all the men and material required for the same and including charges, for **five years** comprehensive warranty service with spares with downtime not more than 48 hours, regular maintenance plans & wherever applicable including charges for three years **comprehensive Annual Maintenance Contract (CMC) with service tax, with spares** after completion of initial five years comprehensive warranty. Charges for the CMC should also be quoted separately. The all inclusive lump sum price should be on **CIP destination (i.e Black Lion Hospital, Ethiopia)**, for the above and inclusive of all charges stated herein above.

The Expenses related to custom taxes, including VAT, etc in Ethiopia, will either be exempted or paid by the Govt. of Ethiopia/consignee.

The prices shall be valid for acceptance up to 180 days from the date of the opening of bids. **No other charges in addition will be payable on any account over and above the lump sum price quoted.**

The prices should be given both in figures and words. Offers with price variation clause will not be accepted, the rates quoted in ambiguous terms such as “freight on actual basis” or “taxes / duties as applicable extra” or “packing forwarding extra” will render the bid liable for rejection. Sales Tax will be local Sales Tax, VAT or applicable CST (for inter state sales), whichever applicable will be incorporated in the above all inclusive lump sum price.

- 6.1(b) Deleted

- 6.1 (c) **The payments to both indigenous supplies as well as import supplies shall have a ceiling amount, which would be the all Inclusive lump sum price in Rupees.**

- 6.2 The purchaser will evaluate Bids based on all inclusive lump sum prices quoted for each **Item**.

- 6.3 The All inclusive Lump sum price will include wherever applicable charges for 3 years **Comprehensive Annual Maintenance Contract (CMC) with spares & labour** as required for the purpose of evaluation and the payment to prospective suppliers will not include payment of CMC charges at the time of payment for delivery/receipt of goods. The quantum of 3 years CMC charges with spares should be clearly indicated in the break up lump sum price and this is payable

at the end of 1st year, 2nd year & 3rd year after initial five years comprehensive warranty with spares by the Govt. of Ethiopia. The CMC is optional, solely at the discretion of the Govt. of Ethiopia. The CMC is optional and solely depends at the discretion of the Black Lion Hospital/ Govt. of Ethiopia.

6.4 **Any variation in the Statutory Levies / Taxes/ Duties/ Cess or any new Levies/ Taxes/Duties/ Cess on end product during or after process of evaluation of bid, supply & installation at the end of user shall not be payable.**

6.5 The bidder shall bear all taxes / duties/ incidental charges for the parts replaced or supplied during the Warranty period.

6.6 **Bidder in their own interest should quote separately for any Optional Items of the Technical Specifications. In case the Optional items of the Tender Specifications are not quoted explicitly, then the rate quoted shall be considered for the tendered main item and accordingly price comparison shall be done. No benefit shall be considered for inclusion of Optional Items in the Tendered Item.**

7. **DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION:**

7.1 The Bidder shall, furnish, as part of its Bid, documents establishing the Bidder's qualifications to perform the contract if its Bid is accepted.

7.2 The documentary evidence of the Bidder's qualifications to perform the contract if its Bid is accepted, shall establish to the Purchaser's satisfaction:

- a) that, in the case of a Bidder offering to supply Goods of import origin under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorised by the manufacturer or producer of the equipment to supply the Goods. In this regard, the Bidder should submit an Authority letter from their manufacturers.

In case of an Item comprising group of items, then Bidder may give Manufacturer's authorisation for main equipment from the Principals and other equipment from other manufacturer's of his choice (indigenous/imported) for which Bidder shall submit Manufacturer's Authorization as per the Tender format.

- b) The Purchaser will determine to his satisfaction whether the Bidder selected is qualified as per requirement of minimum qualifying criteria to satisfactorily perform the contract;
- c) The determination will take into account the Bidder's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder as well as such other information as the Purchaser deems necessary and appropriate;

Notwithstanding anything stated above, the Purchaser reserves the right to assess the capability and capacity of the Bidder to perform the contract,

should the circumstances warrant such as assessment in the overall interest of the Purchaser.

8. **DOCUMENT ESTABLISHING GOODS' ELIGIBILITY AND CONFORMITY TO BIDDING DOCUMENTS:**

- 8.1 The Bidder shall furnish, as part of its Bid, documents establishing the eligibility and conformity to the Bidding Documents of all Goods and services that the Bidder proposes to supply under the contract.
- 8.2 The documentary evidence of the Goods' and Services' conforming to the Bidding Documents may be in the form of literature, drawings and data, and shall comprise of:
- a) a detailed description of the Goods essential technical and performance characteristics;
 - b) **a clause-by-clause commentary on the Purchaser's technical specifications demonstrating the Goods and Services substantial responsiveness to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.**
- 8.3 For purpose of the commentary to be furnished pursuant to clause 8.2(b) above, the Bidder shall note that standards for workmanship, material and equipment, and reference to brand names or equipment, and reference to brand names or catalogue numbers designated by the Purchaser in its Technical Specification are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalogue numbers in its Bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions are substantially equivalent or superior to those desired & designated in the Technical Specification.

9. **BID SECURITY**

- 9.1 **The Bidder shall furnish, as part of its Bid, Security as indicated in invitation for Bids (IFB)/ Press Tender Notice, in a separate single sealed envelope and shall be marked as given under clause 12.0 of this ITB.**
- 9.2 The Bid Security is required to protect the Purchaser against the risk of Bidder's conduct, which would warrant the security's forfeiture, pursuant to para 9.7.
- 9.3 **The Bid Security shall be in the form of a Demand Draft, Banker's Cheque or Bank Guarantee. The Demand Draft, Banker's Cheque shall be drawn in favour of "Pay & Accounts officer, Ministry of External Affairs, New Delhi, payable at New Delhi from a Nationalised/ Scheduled bank. In case of Bank Guarantee, the same is to be provided from any commercial bank in India or country of the Bidder as per the format specified under "Formats" in these documents. The Bid Security shall be valid for a period of forty five (45) days beyond the validity period of the Bid from Techno-Commercial bid opening date. In the case of Bank Guarantee furnished from banks outside India (i.e. foreign Banks), it should be authenticated and countersigned by any Nationalised bank in India by way of back-to-back counter guarantee.**

- 9.4 Any Bid not secured in accordance with paras 9.1 to 9.3 will be rejected by the purchaser as non-responsive pursuant to Clause 17 and following which both the techno-commercial & price bid will be treated as invalid.
- 9.5 Unsuccessful Bidder's Bid Security will be discharged/returned as promptly as possible but not later than 30 days after the expiration of the period of Bid Validity prescribed by clause 10.
- 9.6 The successful Bidder's Bid Security will be discharged upon the Bidders furnishing the performance Security, pursuant to Clause 23 & 24.
- 9.7 The Bid Security may be forfeited:
- a) if a Bidder withdraws or modifies its Bid during the period of Bid validity; or
 - b) in the case of a successful Bidder, if the Bidder fails :
 - i) to sign the contract in accordance with Clause 23 ;
 - ii) to furnish Performance Security in accordance with Clause 24.
 - iii) if the bidder does not accept an error correction pursuant to clause 17.2
- 9.8 No interest will be payable by the Purchaser on the Bid Security.

9 [B] **Bid Document Fee:**

Bid Document Fee is Rs.2000/-. Bid Document Fee paid is non-refundable and the Bid Documents are non-transferable.

Bidders will deposit the Bid Document Fee at HSCC office at Noida. Fee can be deposited either in cash or through crossed account payee Demand Draft drawn in favour of HSCC (I) Ltd. drawn on any nationalized/Scheduled bank payable at NOIDA/New Delhi, before date & time of submission of bid. The Bids will not be accepted without proof of payment of the Bid Document Fee.

The bidder can contact Consultant, for any clarification in the matter.

10. PERIOD OF VALIDITY OF BIDS:

- 10.1 **Bids shall remain valid for 180 days** after the date of Bid opening prescribed by the Purchaser, pursuant to Clause 13. A Bid expressed to be valid for a shorter period may be rejected by the Purchaser as non-responsive.
- 10.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing or by cable. The Bid Security provided under Clause 9 shall also be extended suitably. A Bidder may refuse the request without forfeiting its Bid Security.

A bidder granting the request will not be required nor permitted to modify its bid.

11. **PREPARATION AND SIGNING OF BID:**

11.1 The Bidder shall prepare single stage Two part bids, i.e. Techno Commercial Bid (un-priced) in duplicate and Price Bid in duplicate clearly marked as 'original' and 'copy' in addition shall enclose Bid Security in a single sealed third envelope.

11.2 The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or persons duly authorised, to bind the Bidder to the contract. The authorisation shall be indicated by written power-of-attorney accompanying the Bid. All pages of the Bid, except for un-amended printed literature, shall be initialled and stamped by the person or persons signing the Bid.

11.3 The Bid shall contain no inter-lineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the Bid.

12. **SUBMISSION OF BIDS:**

12.1 **SEALING AND MARKING OF BIDS:**

The Bidders shall seal the Bid in an inner and an outer envelope duly marking the envelopes, separately as “Techno-commercial Bid (un-priced)”, “Price Bid” and “Bid Security & Copy of Proof of payment of Bid Document Fee” in a third envelope and all these three envelopes enclosed in another sealed envelope duly marked.

12.2 The inner and outer envelopes shall be:

(a) Addressed to **HSCC (I) Ltd.** as indicated in IFB:

(b) Marked by the title of Project, IFB no. and the name of the Bidder with its address.

12.3 The bidder should write its name & address on inner envelopes.

12.4 If the outer envelopes is not sealed and marked as required in Para 12.2, the Purchaser will assume no responsibility for the Bid's misplacement or premature opening.

13. **DEADLINE FOR SUBMISSION OF BIDS i.e. TECHNOCOMMERCIAL BID (UN-PRICED) AND PRICE BID INCLUDING BID SECURITY**

13.1 As indicated in the Press Tender Notice/IFB.

13.2 Bids must be received at the address specified on the date and time as mentioned in the Bid document. In the event of due date being declared a closed holiday then the due date for submission of Bids and the opening of Bids will be the following working day at the appointed time.

13.3 The Purchaser may at its discretion extend this deadline for the submission of Bids by amending the Bidding Documents in accordance with clause 3, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

14. **LATE BIDS & MODIFICATIONS/WITHDRAWAL OF BIDS**

- 14.1 Any Bid received after the deadline for submission of Bids prescribed by the Purchaser, pursuant to clause 13 will be rejected.
- 14.2 Deleted
- 14.3 Deleted
- 14.4 No bid shall be modified subsequent to the deadline for submission of bids.
- 14.5 No bid shall be withdrawn or modified in the interval between the deadline for submission of bids and the expiry of the period of bid validity withdrawal or modification of a bid during this interval may result in the Bidder's forfeiture of its security, pursuant to ITB Clause 9.7.

15. **OPENING OF BIDS BY PURCHASER:**

- 15.1 The Purchaser will open the Techno-commercial bid only, in the presence of bidder's representatives who choose to attend, in the **HSCC Office**, on the due date and time as mentioned in the IFB.
- 15.2 The Bidders' names, the presence or absence of the requisite Bid Security, Bid Document fee, Model & make of equipment offered shall be made available at the opening.
- 15.3 Price Bid of bidders whose offers (Techno-commercial bid) are found technically and commercially suitable and comply with the Bid Documents will only be opened on a date to be intimated later to these bidders.
- 15.4 Bids that are not opened and read out at bid opening shall not be considered further for evaluation irrespective of the circumstances. Withdrawn bids shall be returned unopened to the bidders.
- 15.5 Non-submission of Bid Security & Bid document fee by any bidder will render the bidder invalid and such bidder's bid will not be opened.**

16. **CLARIFICATION OF BIDS:**

- 16.1 To assist in the examination, evaluation and comparison of Bids the Purchaser through the Consultant may, at its discretion, ask the Bidder for a clarification of its Bid.
- 16.2 Clarifications sought & reply received to be all in writing, no change in price or substance of Bid permitted.

17. **PRELIMINARY EXAMINATION:**

- 17.1 The Purchaser will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished,

whether the documents have been properly signed, stamped and whether the Bids are generally in order.

- 17.2 Arithmetical errors will be rectified on the following basis: - If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected (unless in the opinion of the purchaser there is an obvious error in the unit rate, in which case the total price against item would prevail and unit rate shall be corrected accordingly). If the supplier does not accept the correction of the errors, its Bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.
- 17.3 The Purchaser may waive any minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiver does not prejudice or offers the relative ranking of any Bidder.
- 17.4 Prior to the detailed evaluation, pursuant to ITB Clause 18, the Purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Without prejudice to the generality of the foregoing deviations from or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 6) Warranty (GCC Clause 26). Force Majeure (GCC Clause 17), Applicable law (GCC Clause 22) and Taxes & Duties (GCC Clause 24) will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself.

In case of any deviation to the Warranty (GCC Clause 26), Force Majeure (GCC Clause 17), Applicable law (GCC Clause 22) and Taxes & Duties (GCC Clause 24) in the Techno-commercial/ Price Bid, **the Bid Form, signed by the Bidder which stipulates acceptance of all the terms & conditions of tender document, shall supersede all other terms & conditions given in the tender by the Bidder.**

- 17.5 In normal circumstances if a bid is not substantially responsive, it will be rejected by the purchaser.

18. **EVALUATION AND COMPARISON OF BIDS:**

- 18.1 The Consultant on behalf of the Purchaser will evaluate and compare the Bids on the basis of techno-commercial evaluations followed by price bid evaluation.

19. **CONTACTING THE PURCHASER:**

- 19.1 Subject to Clause 16, no Bidder shall contact the Purchaser / Consultant on any matter relating to its Bid from the time of the Bid opening to the time the contract is awarded.
- 19.2 Any effort by a Bidder to influence the Purchaser in the Purchaser's bid evaluation, Bid comparison or contract award decisions may result in the rejection of the Bidder's Bid.

20. **AWARD OF CONTRACT:**

20.1 **AWARD CRITERIA:**

Subject to Clause 22, the Purchaser will award the contract to the successful Bidder whose Bid has been determined to be techno commercially acceptable and lowest, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

21. **PURCHASER'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD:**

The Purchaser reserves the right at the time of award of contract to increase/decrease the total quantity of Goods and services for which bids have been invited by up to 25% of their value (rounded to the next whole number).

22. **PURCHASER'S RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS:**

The Purchaser reserves the right to accept or reject any Bid and annul the Bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds of the purchaser's action. The purchaser is not bound to accept the lowest or any bid.

23. **NOTIFICATION OF AWARD AND SIGNING OF CONTRACT:**

23.1 Prior to the expiry of the period of Bid validity, the Purchaser will notify the successful Bidder by registered post/fax that its Bid has been accepted by enclosing detailed order copy in duplicate. This will constitute the formation of the contract and date of the contract shall be the date of each notification.

23.2 Upon the successful Bidder's returning back one copy of the order within 10 days duly stamped and signed as token of acceptance of the order on the said laid out terms and conditions and also furnishing to Performance Security i.e. Security Deposit pursuant to Clause 24, the Purchaser will promptly discharge Bid Security of successful bidder, pursuant to Clause 9, and also discharge Bid Security of unsuccessful bidders, pursuant to clauses 9.5.

24. **PERFORMANCE SECURITY:**

24.1 Within 10 days of the date of notification under Clause 23.1 the Successful Bidder shall furnish the Performance Security/Security Deposit for 10% of the contract price in the form of a Demand Draft/Bank Guarantee drawn in favour of **“Pay & Accounts Officer, Ministry of External Affairs, New Delhi”** payable at **New Delhi** from a Nationalised/ 1st Class/ Scheduled bank.

24.2 Failure of the successful Bidder to comply with the requirement of Clause 23 and Clause 24 shall constitute sufficient grounds for the annulment of the award and the Contract and forfeiture of the Bid Security, in which event the Purchaser may call for new Bids.

25. **LOCAL CONDITIONS:**

It will be imperative on each Bidder to fully acquaint himself of all the local conditions and factors that would have any effect on the performance of the contract and cost of the Goods. The Purchaser shall not entertain any request for clarifications from the Bidder regarding such local conditions. No request for the change of price, or time schedule of delivery of Goods shall be entertained after the Purchaser accepts the Bid.

SECTION-II
GENERAL CONDITIONS OF CONTRACT (G.C.C.)

1. DEFINITIONS:

- 1.1 In this contract, the following terms (whether or not spelled with an initial capital letter) shall unless the context otherwise requires be interpreted as indicated.
- (a) "The contract" (or "this contract") means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein and includes the Instructions to Bidders (ITB).
 - (b) "The Contract Price/All inclusive lump sum Price" means the price payable to the supplier under the contract for the full and proper performance of its contractual obligations;
 - (c) "The Goods" means all of the equipment, machinery, and/or other materials, which the Supplier is required to supply to the Purchaser under the contract;
 - (d) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services;
 - (e) "The Purchaser" means the organisation purchasing the Goods i.e., Ministry of External Affairs, Govt. of India.
 - (f) "The Supplier" means the individual or firm supplying the Goods and services under this contract;
 - (g) "Consignee" means where the Goods are required to be delivered at the destination, i.e. **Black Lion Hospital, Ethiopia.**

2. APPLICATION:

- 2.1 These General "Conditions" shall apply to the extent that provisions in other parts of contract do not supersede them.

3. STANDARDS:

- 3.1.1 The Goods supplied under this contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods and such standards shall be the latest issued by the concerned institution.

4. USE OF CONTRACT DOCUMENTS AND INFORMATION:

- 4.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the contract or any provision thereof, or any specification, plan, drawing, pattern sample, or information furnished by or on behalf of the Purchaser in connection there with, to any person other than a person employed by the Supplier in the performance of the contract.

Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.

4.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any documents or information enumerated in para 4.1 except for purposes of performing the contract.

4.3 Any document, other than the contract itself enumerated in para 4.1 shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the contract if so required by the Purchaser.

5. **PATENT RIGHTS:**

5.1 The Supplier shall indemnify the Purchaser against all third party claims of infringement of patent, trademark, or industrial design right arising from use of the Goods or any part thereof.

6. **CONTRACT PERFORMANCE SECURITY (SECURITY DEPOSIT):**

6.1 Within 10 days after the Supplier's receipt of award notification and order copies of the contract, the Supplier shall furnish performance Security to the Purchaser of the amount specified (IFB) in the document.

6.2 The Performance Security as deposited by the supplier shall be used by the purchaser as compensation for any loss or any dues recoverable from the supplier (including liquidated damages where applicable) resulting from the Supplier's failure to complete its obligations under the contract. The Purchaser may retain the whole or such part of it as it considers to be sufficient compensation for such loss. In such an event the balance amount (if any) shall be returned to the supplier not later than the expiry of the period stated in clause 6.3.

6.3 The Performance Security unless deposited under GCC clause 6.2 will be discharged by the purchaser not later than 30 days following the date of completion of the suppliers performance obligations, including the warranty obligations under the contract.

7. **INSPECTION & TESTS:**

7.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the contract. The Special Conditions of Contract and/or the Technical Specifications specify what inspection and tests the Purchaser requires and where they are to be conducted then such specification shall be complied with for the Goods to which it applies. The Purchaser shall notify the Supplier in writing of the identity of any representative retained for these purposes.

7.2 The inspection and tests may be conducted on the premises of the Supplier or its Sub-Supplier (s) at point of delivery and/or at the Goods' final destination. When conducted on the premises of the Supplier or its Sub-Supplier(s), all reasonable facilities and assistance including access to drawings and production data - shall be furnished to the inspectors at no charge to the Purchaser.

- 7.3 Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject them and the Supplier shall either replace the rejected Goods or make all alterations necessary to meet specification requirements free of cost to the Purchaser.
- 7.4 The Purchaser's right to inspect, test and where necessary reject the Goods after the Goods' delivery to the Consignee shall in no way be limited or waived by reasons of the Goods having previously been inspected, tested and passed by the Purchaser or his representative prior to the Goods, shipment.
- 7.5 Goods accepted by the purchaser/consignee and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute purchaser's/consignee's right to reject the same later, if found deficient in terms of the warranty clause of the contract, as incorporated under GCC clause 26.

Nothing in Clause 7 shall in anyway release the Supplier from any warranty or other obligations under this contract.

8. **PACKING:**

- 8.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the contract.

The packing shall be sufficient to withstand without limitation, rough handling during transit and exposure to extreme temperature, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate the remoteness of the Goods' final destination and absence of heavy handling facilities at all points in transit.

- 8.2 The packing marking shall show the description of quantity of contents, the name of the consignee and address, the gross weight of the packages, the name of the supplier with a distinctive number of mark sufficient for purposes of identification. Each package shall contain:
- (a) a packaging note quoting the name of the purchaser.
 - (b) the number and date of order.
 - (c) nomenclature of the goods.
 - (d) schedule of parts for each complete equipment giving part number with reference to assembly.

- 8.3 Notwithstanding anything stated in this clause, the supplier shall be entirely responsible for loss, damage, deterioration, and depreciation of the goods due to faulty protective & insecure packing and shall arrange for prompt replacement.

9. **DELIVERY:**

- 9.1 **Delivery of the Goods upto the site (Black Lion Hospital, Ethiopia) shall be made by the Supplier within 4 months from the date of contract and commissioning to be done within 2 months thereafter to the consignee: Black Lion Hospital, Addis Ababa, Ethiopia, Telephone number 251115511211,212 Fax: 2511155513099**

10. **INSURANCE:**

10.1 The Goods supplied under the contract shall be fully insured including transit insurance against various risks as required or approved by the Purchaser arising out of transportation, storage, delivery, erection, installation, testing and commissioning at his cost up to delivery at site. Insurance policy shall be valid upto date of commissioning and handover. Proof of Insurance shall be made available before issuance of dispatch clearance.

10.2 For delivery of goods at site, the insurance shall be obtained by the supplier in an amount equal to 110% of the value of the goods from "Ware house to ware house" (final destination) on "all risks" basis including war, risks, strikes, erection, storage, fire etc. In any event the Goods are at the suppliers risk until delivery to site.

11. **TRANSPORTATION:**

To be arranged by the supplier up to consignee duly insured.

12. **PAYMENT:**

Both for Indian origin goods and for import origin goods. To be read in conjunction with clause 6.0 of ITB.

12.1 The Supplier's request (s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing as appropriate, the Goods delivered and Services performed and by shipping documents, such Goods to be duly certified and wherever applicable supported with documentary evidence in support there of Satisfactory installation duly certified by authorised personnel of **Black Lion Hospital, Addis Ababa, Ethiopia/MEA** authorities shall accompany for release of balance payment. All payments are to be made in Indian Rupees.

12.2 **FOR INDIGENOUS GOODS:**

Both, for Indian origin goods quoted directly by Indian manufactures only as well as for imported origin goods quoted in Indian Rupees by Indian Agents duly authorized by foreign manufacturers as per tender conditions. To be read in conjunction with clause 6.0 of ITB.

i) **80% of the invoice value** will be made within 30 working days as per provisions in Clause GCC 15 on receipt of following necessary documents:

- 1). Country of Origin Certificate.
- 2). Quality & Quantity Certificate.
- 3). Packing List.
- 4). Internal Factory Inspection Report.
- 5). Warranty Certificate.
- 6). ISO 13485 & 9001 Certificates.
- 7). Copy of Airway Bill/Bill of Lading (in case of imported goods).
- 8). Copy of Bill of Entry (in case of imported goods).

- 9). Insurance certificate valid up to installation & commissioning of equipment at site.
 - 10) ISO Certified Third Party Inspection Report from LLOYDS, SGS, SR Institute of Industrial Research etc. for conformity to contract specifications.
 - 11). Invoice.
 - 12). Dispatch Clearance Certificate of MEA.
 - 13) Consignee Receipt Certificate from **Black Lion Hospital, Addis Ababa, Ethiopia/MEA.**
 - 14). Transportation Invoice.
- ii) **Balance 20% payment** subjected to clause 6.1 of ITB will be released within 30 working days, upon receipt of satisfactory Installation & Commissioning Certificate from consignee/MEA Invoice as per provisions in Clause GCC 15.

All such Invoices/Certificates/Reports as mentioned above shall be addressed as: Ministry of External affairs, South Block, New Delhi and forwarded to M/s. HSCC (I) Ltd. for certification and onward transmission to MEA for payment.

12.3 FOR IMPORT ORIGIN GOODS:

Same as per GCC Clause 12.2.

- 12.4 **The stores (both Indian & Import origin goods) should be despatched only after ensuring prudent inspection carried out from ISO Certified third party Inspection Agencies viz. LLOYDS/SGS/SR Institute of Industrial Research etc. and proof of such documents submitted to MEA (through HSCC) for the goods inspected. Inspection Agency shall carry-out testing of equipment and submit test reports along with confirmation of items-wise technical compliance of the equipment with respect to tender specifications. MEA/HSCC on receipt of such documents shall issue Dispatch Clearance Certificate. The inference of the test report shall be as “the inspected quoted model meets tendered specification in all respect”**

To enable MEA/HSCC to issue Despatch Clearance Certificate, supplier/manufacture is to furnish the following documents:

- 1). Country of Origin Certificate.
- 2). Quality & Quantity Certificate.
- 3). Packing List.
- 4). Internal Factory Inspection Report.
- 5). Warranty Certificate.
- 6). ISO 13485 & 9001 Certificates.
- 7). ISO Certified Third Party Inspection Report for conformity to contract specifications.

All such Invoices/Certificates/Reports as mentioned above shall be addressed as: Ministry of External Affairs, South Block, New Delhi and forwarded to HSCC for further necessary action.

After scrutiny, if the documents found in order, **Dispatch Clearance Certificate** shall be issued to the supplier.

No goods (both Indians & Import origin goods) shall be despatched before issue of Dispatch Clearance Certificate by MEA/HSCC.

12.5 Payment for turnkey activities shall be released in full on completion of the activity.

13. **PRICES:**

13.1 Prices charged by the Supplier for Goods delivered and Services performed under the contract shall not vary from the prices quoted by the Supplier in its Bid.

13.2 Deleted.

14. **DELAYS IN THE SUPPLIER'S PERFORMANCE:**

14.1 The time and the date specified in the Contract for the delivery of the Goods shall be deemed to be the essence of the Contract.

14.2 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser.

14.3 An unexcused delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to any or all of the following sanctions, forfeiture of its Performance Security in accordance with Clause 6.2, imposition of liquidated damages and/or termination of the Contract for default.

14.4 If at any time during performance of the Contract, the Supplier or its sub-Supplier (s) should encounter conditions impeding timely delivery of the Goods and performance of the Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice the Purchaser shall evaluate the situation and may at its discretion extend the supplier's time for performance by such period as the purchaser may think fit and shall in the case of Force Majeure extend such time by such period as the Purchaser shall consider fair and reasonable. Clause 14.1 stands extended to include this.

15. **LIQUIDATED DAMAGES:**

15.1 Subject to force majeure, if the Supplier fails to deliver any or all of the Goods or perform the Services within the time period(s) specified in the Contract the Purchaser shall, without prejudice to its other remedies under the Contract or extended under clause 14.3, deduct from the Contract price, as Liquidated Damages, a sum equivalent to **0.5% of the price of the delayed Goods or unperformed Services for each week of delay until actual delivery or performance, up to a maximum deduction of 10% of the value of the contract.** Once the maximum is reached, the Purchaser may consider termination of contract.

16. TERMINATION FOR DEFAULT:

- 16.1 The Purchaser may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, terminate the Contract in whole or in part.
- (a) If the Supplier fails to deliver any or all of the Goods within the time period(s) specified in the Contract, or any extension thereof granted by the purchaser pursuant to Clause 14, or
 - (b) If the Supplier fails to perform any other obligation(s) under the Contract.
- 16.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to para 16.1, and without prejudice to the Purchaser's other remedies, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered or unperformed and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods. However, the Supplier shall continue performance of the Contract to the extent not terminated.

17. FORCE MAJEURE:

- 17.1 Notwithstanding the provisions of Clauses 6,14,15,16, the Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 17.2 For purposes of this clause and clauses 14.3, 15.1 & 17.3 "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault of negligence and not foreseeable. Such events may include but are not restricted to, acts of the Purchaser either in its sovereign or contractual capacity, wars or sovereign or contractual capacity wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 17.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practicable and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 17.4 In case of Force Majeure event, the Purchaser is unable to fulfil its contractual commitment and responsibility, the purchaser will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub- paragraph. In such an event, supplier shall not raise any claim against the Purchaser.

18. TERMINATION FOR INSOLVENCY:

- 18.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, without compensation to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent (which events shall of themselves be a breach of the contract on the part of the supplier), provided such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

19. TERMINATION FOR CONVENIENCE:

19.1 The Purchaser may, by written notice sent to the Supplier, terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective.

19.2 The goods that are complete and ready for shipment within 20 days after the Supplier's receipt of notice of termination shall be purchased by the Purchaser at the Contract terms and prices. For remaining Goods the Purchaser may elect:

- a) To have any portion completed and delivered at the Contract terms and prices; and/or
- (b) To cancel the reminder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

20. RESOLUTION OF DISPUTE

20.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

20.2 If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute either party may require that the dispute be referred for resolution to the Arbitration by Indian Council of Arbitration in accordance with the Arbitration & Conciliation Act 1996 with latest amendments if any. The number of arbitrator shall be one and the decision of the arbitrator shall be final and binding on the parties.

20.3 Venue of Arbitration shall be at Delhi.

20.4 The language of the Arbitral proceeding shall be English.

21. GOVERNING LANGUAGE:

21.1 The Contract shall be written in the language of the Bid (English Language) as specified by the Purchaser. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in that same language.

22. APPLICABLE LAW:

22.1 The Contract shall be interpreted in accordance with the laws of India.

23. **NOTICES:**

23.1 Any notice given by one party to the other pursuant to the contract shall be sent in writing or by telegram or cable and confirmed in writing to the address specified for that purpose in the Special Conditions of Contract.

23.2 A notice shall be effective when delivered or on the Notice's effective date, whichever is later.

24. **TAXES AND DUTIES:**

24.1 Supplier shall be entirely responsible for all taxes, duties, license fees etc. incurred until delivery of the contracted Goods to the Purchaser.

25. **The Bid Security of successful tenderers will be released after receipt of contract performance security and contract formation under clause of 23.1 of ITB.**

26. **WARRANTY (For Equipment, Accessories, Software & Hardware):**

26.1 The supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent of current models and incorporate all recent improvements in design and materials **both in Hardware and Software**, unless otherwise provided in the Contract. The supplier further warrants that the Goods supplied under this Contract shall have no defect arising from design, materials or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevalent in India.

26.2 This comprehensive warranty shall remain valid (subject to clause 26.4) for 5 years and would start after the equipment have been satisfactorily functioning for three months subsequent to installation, commissioning and handing over of the same. This should be duly certified by the appropriate authority in Black Lion Hospital. The comprehensive Warranty shall include free services and free provision of spares. It shall be the responsibility of supplier (or their principal) to ensure all consumables/reagents/necessary spares are available continuously without interruption.

26.3 The Purchaser shall promptly notify the supplier in writing of any claim arising under this warranty.

26.4 Upon receipt of such notice, the supplier shall, with all reasonable speed, repair or replace the defective Goods or parts thereof, free of cost at the site. The Supplier shall take the replaced parts/goods at the time of their replacement. No claim whatsoever shall lie on the purchaser for the replaced parts thereafter. The warranty period will stand extended accordingly. The supplier shall ensure a minimum uptime guarantee of 95% for the equipment.

26.5 If the Supplier having been notified fails to remedy the defect (s) within a reasonable period, the purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract or in Law.

- 26.6 The Purchaser reserves the right to reject any set of equipment found defective within 30 days after the date of acceptance of equipment. The cost towards replacement will have to be borne by the supplier.
- 26.7 During the Warranty period, the supplier is required to visit the Consignee's site at least once in 6 months commencing from the date of installation for preventive maintenance of the goods.
- 26.7 Nothing in this clause 26 shall affect the Purchaser's other rights under the Contract or in Law.

27 INSPECTION & TEST PROCEDURES:

- (i) The Stores will be inspected at MEA's sole discretion before packing at the manufacturer's premises and on receipt at site by MEA nominated representatives. The decision of MEA in the matter of acceptability of the stores will be final and binding. In case MEA desires, the demonstration/inspection and trials/testing will have to be got conducted at site at no extra cost.

**28 SUPPLY, INSTALLATION AND COMMISSIONING AND WARRANTY SERVICING:
(IN RESPECT OF EQUIPMENTS)**

The Supply, Installation and Commissioning of the equipment & trial run have to be done at site by the supplier/or his authorised agent. No additional charges for installation and commissioning will be paid. The Supplier and Indian agent shall be liable for this service for goods of import origin.

29 TRAINING:

Free demonstration, operational and maintenance training will have to be provided at the site of installation to the assigned personnel for 4 weeks.

30 MANUALS:

The Supplier has to provide **three sets** of operation manuals and maintenance manuals along with each equipment to each consignee and one set of Operation & Maintenance Manual is to be provided to Purchaser while claiming 80% payment. The maintenance manual should give details up to component level and the faultfinding procedure with detailed illustrations.

31 JURISDICTION:

All disputes arising out of the contract shall (subject to clause 20) be subject to the jurisdiction of the appropriate court at Delhi only.

Special Note: (Forming part of SCC).

- i) MEA is not bound to accept the lowest tender or any tender or to assign any reasons for non-acceptance.

- ii) MEA reserves right of selection of equipment without restrictions to price factor alone.
- iii) Deleted.

SECTION-III SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever, there is a conflict, the provisions herein shall prevail over the General Conditions of Contract.

1. The Performance Security unless deposited under GCC Clause 6.2 will be discharged by the purchaser not later than 30 days following the date of completion of the supplier's performance obligations, including the Warranty obligations under the contract.
 2. Insurance: For delivery of goods at site, the insurance including transit insurance shall be obtained by the supplier for an amount equal to 110% of the value of the goods from "warehouse to warehouse" (final destination) on "all risks" basis including war, risks, strikes, erection, storage etc. In any event the Goods are at the Supplier's risk until delivery and installation and commissioning at site.
 3. For Import origin goods quoted, the Supplier or the Indian agent shall have to arrange at his own cost all import/custom clearance handling formalities. **The Expenses related to custom taxes, including VAT, etc in Ethiopia, will either be exempted or paid by the Govt. of Ethiopia.**
- 4. A. Minimum Qualification Criteria (For Equipments):**
Qualifying Minimum Requirements:

(To be supported with documentary evidence strictly as per instructions given as foot-note under Proforma for Performance Statement)

- i) Bidder should be a regular manufacturer or an authorised Indian agent for the type of stores offered.
- ii) An authorised Indian agent could be only for imported origin equipment duly authorized by the foreign principal quoting through the Indian agent.
- iii) Indigenous Manufacturers to quote themselves and not through any agent.
- iv) **Bidders should have in the past 5 years, satisfactorily executed for the Item offered, at least one single order of similar equipment of quantity 1 no. in any one of the last 5 years. The Bidders shall furnish "End User Certificate" indicating contact details i.e. name of person, phone/fax /mobile nos. etc. End user Certificate / Client Certificates for those supply only for which order copies are being submitted by the bidder as per performance statement shall be considered.**
- v) Foreign bidder's performance report in India shall include same Indian agent by which this current bid is quoted.
- vi) Alternatively foreign bidder's performance in India could be seen in isolation in the event of quoting through new agent duly authorized by him.

B. Other eligibility requirements:

- i) Bidder should have a present installed capacity/sales capacity to match the delivery requirements.
- ii) **The Bidder should submit audited balance sheet for the last 3 year duly signed and stamped by Chartered Accountant with their Membership Number and Profit & Loss Account along with audited report for the last 3 years to enable the purchaser to assess the financial capability of the bidder or positive net worth of the bidder.**

Notwithstanding anything stated above, the purchaser reserves the right to assess the capability and capacity of bidder to perform the contract.

- iii) Clause 13 shall apply for the relevant items.

Note: The purchaser reserves the right to ask for a free demonstration of the quoted equipment at a predetermined place acceptable to the purchaser for technical acceptability as per the tender specifications, before the opening of the price bid.

- 5. Five years Performance Statement: Bidders should give performance statement of orders for similar items satisfactorily executed to sizeable value both in quantity & cost in comparison to Item offered in the price bid along with copy of supply order and their end User / Client Certificates.
- 6. **Bid Form: To be submitted by all bidders as per format enclosed. In case Bid Form is not submitted by the Bidder their bid shall be liable for rejection.**
- 7. In respect of equipment, the charges for 3 years Annual Maintenance Contract with spares (CMC) (after initial 5 years comprehensive warranty period) year wise should be indicated separately & this will be included in the all inclusive lump sum price for purpose of evaluation of bids.
- 8. **The bidders shall deposit the requisite Bid Document fee as per Clause 9[B] of Instructions to Bidders.**
- 9. **Miscellaneous:**
 - a) While quoting for the Items, all components and quantities specified in the Item must be quoted. The purchaser will evaluate bid on an individual Item wise basis. **The bid shall stand rejected if all the components and quantities specified in any Item are not quoted.**
 - b) **Evaluation will be made on the basis of total all inclusive lump sum price value offered with 5 years warranty & CMC charges offered for further period of 3 years.**
 - c) The break up of “all inclusive lump sum price” of the Item; is also to be furnished in the price offered by bidder.
 - d) i) Bidders are requested to quote for the proven and time tested renowned brands of equipment/accessories having countrywide reputation and acceptance. The

Purchaser, however, reserves the right to decide on it's own as to which of the brand/makes quoted by the bidders are to be considered or not to be considered as proven/reputed, for the purpose of evaluation.

- ii) No bidder for the purpose of offering lowest price shall quote for local brands/refurbished/ reconditioned stores, which are not time tested, as these would be liable for rejection.
 - iii) Although bidder may quote for more than one brand for the same price, the purchaser shall have the right to select the brand amongst alternatives quoted and its decision will be binding on the bidder.
 - iv) **Bidder in their own interest can quote for items and services separately if in the view of bidder, the purchaser unknowingly omitted or expressively not indicated the requirements of items/services without which, the commissioning or acceptance or otherwise of the equipment of the bidder will be a doubtful proposition.**
- e) The Supplier directly or through his Indian agent wherever applicable will be liable for the contractual obligation including delivering the ordered goods and for undertaking satisfactory installation and commissioning etc. including warranty servicing and CMC.
10. Bidders in their own interest should inspect the site premises and the proposed place of installation of equipment at their own cost and ensure to their satisfaction that the proposed site is suitable and compatible for the installation of the offered unit. Bidder may themselves liaise with the consignee for their site visit.
11. Bidders may ascertain normal power supply fluctuation range and ensure that it is compatible with the offered unit of equipment. A guarantee to this effect should be offered by each bidder along with details of electrical appliances proposed to be installed for taking care of such fluctuation.
12. Bidder's offer should be on a "Turn Key" basis for inclusion of all costs incidental to the same.
13. For X-Ray and related equipment those bidders who have the approval/authorisation of **BARC/AERB or equivalent as per the local statutory conditions** shall only be considered and this clause will be read in conjunction with qualifying criteria clause. **The bidder shall comply with radiation safety requirement / guidelines as applicable in Ethiopia.**
14. The substantial responsiveness of bidder will be determined as per MEA's own qualitative internal assessment in consultation with consignee, and with reference to bidders reasonable level of compliance to various stipulated terms and conditions in the Bid Document, Compliance to submission of various documentary supporting evidence, other related information along with the bid, the degree of performance status, and high order value execution for prestigious good clients etc. weightage given to bidder on qualitative basis by the evaluation committee, besides other merits of the bidder such as proven source market reputation, past experience and feed back gained in respect of bidder etc. Accordingly, in line with the above, the purchaser reserves the right not to be liable to bidder on account of this prudent internal assessment and that bidder shall have no claims whatsoever.

15. Bidder must take into consideration in its bid, costs to be incurred for any additional work pertaining to civil, Electrical, Plumbing, sanitary, **Radiation protection as per Govt. regulation/or equivalent as per local statutory conditions** , furniture, servo stabilisers, U.P.S. etc. required for successful installation testing and commissioning of the system and the “All inclusive lump sum price” should include all such costs, each **Item** is to be considered a package in itself and suppliers to execute the order package on a “turn key basis” as per laid down specifications of AERB including all civil, electrical, air conditioning, & allied requirement for the equipment at the site allocated by consignees.
16. Every care has been taken to put forth general specifications in this bid documents. If inadvertently, any of the specification drawn happens to match with the specifications of any one particular firm’s product only, in respect of critical parameters, than it will not automatically mean that this particular firm’s offer is only technically suitable. In general, the specifications offered by other firms will be assessed in their own entirety to ascertain whether or not the broad functions in general expected of the equipment are available with reasonable tolerance on the desired requirements of the purchaser and accordingly the offers would be considered based on prudent assessment of the purchaser.
17. Bidders who have paid the Bid Document Fee as per Clause 9[B] of ITB are only eligible to quote.
18. The supplier/manufacturer shall be responsible for organising timely clearance/delivery of the equipment from the custom authorities by appointing custom agent, if necessary, and shall also arrange to transport the equipment to the destination including installation and commissioning of the same. Necessary insurance shall also be arranged by the supplier/manufacturer covering all these activities including transit insurance from destination to destination.
19. To ensure timely completion of project, in the event of receipt of only one bid or few bids received for any **Items** not fully meeting all tendered conditions, then the tender committee constituted could take at its discretion relax any one non-stringent condition without affecting major functional requirement.
20. **The following clause needs to be read in conjunction with Clause 6 of ITB and Clause 26.2 of GCC & will prevail upon the description given for warranty elsewhere in the tender document/ with Equipment Specifications:**

Warranty for Medical Equipment:

“Supplier/ Manufacturer should provide 5 years full onsite comprehensive warranty with spares and also quote separately for 3 years Comprehensive Annual Maintenance Contract (CMC) (with spares) for the **6th,7th& 8th** year after expiry of initial five years satisfactory comprehensive warranty with spares. Warranty will start only from three months after satisfactory functioning of the machine after installation as certified by the appropriate authority of the consignee.

CMC (Labour + Spares) and AMC (Labour only) rates beyond the above period need not be quoted by bidder but contact details of the organization should be provided so that the option can be executed by Black Lion Hospital, Ethiopia for availing AMC/ CMC services.”

The Purchaser/User shall enter into tripartite agreement with the principal manufacturer and the agent for warranty (and CMC services, if desired by the user) as per Annexure I. The principal

Manufacturer and the agent shall adhere to it. **The equipment after completion of 5 years Comprehensive warranty obligation will be maintained by the Recipient country/consignee. Entering into AMC is solely at the discretion of the consignee/user.**

21. **Bidders should provide a list of consumables and standard spare parts separately in the Techno-commercial Bid along with details of source of supply.**
22. If bidder has any additional advanced application or technique available with them. The same may be quoted as optional items(s), price(s) should be quoted separately as per price schedule format.

Note: Rate of optional item quoted by the bidder shall not be considered for price evaluation. The price of any item quoted as optional item by the bidder but which is actually part of standard tendered specification, shall be considered together with quoted price of tendered items, for evaluation purpose.

23.
 - (i) **Bidders in their own interest may visit & inspect the site of installation at Black Lion Hospital, Ethiopia before pre –bid / submission of tender.**
 - (ii) **Bidders should have facilities to make maintenance services after sales available in Ethiopia or in the region of consignee to cater to Warranty & CMC services of the CT Scan machine at the consignee site.**
 - (iii) **Bidders shall arrange/ impart application training for 4 weeks at the site of consignee & all cost relating to it shall be borne by the bidder.**

FORMATS

BID FORM

To: (Name and address of Purchaser)
IFB Ref.:
Item Ref.:

**Having examined the Bidding Documents including if any Addenda Nos. issued _____, the receipt of which is duly acknowledged, we, the undersigned, offer to supply and deliver.....
(Description of Goods and Services) in conformity with said bidding documents.**

We, undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified.

If our bid is accepted, we will submit performance security in a sum of equivalent to 10% of the Contract Price for the due performance of the contract.

We agree in consideration of Rs.100/- if demanded to abide by this bid for a period of 180 (one hundred eighty) days after the date fixed for bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.

We enclose our Comprehensive Maintenance Contract for three years, which forms part of our bid.*

We confirm that stipulated Bid Security is enclosed herewith as a part of bid.

We understand that you are not bound to accept the lowest or any bid you may receive.

We accept all your terms and conditions stipulated in this tender document without deviations, both technical & techno-commercial.

We hereby certify that all information and documents submitted by us in this tender are true to the best of our knowledge and belief and that nothing material has been concealed. We are solely responsible for its accuracy. In case, at any stage, any of the information/ document is found to be false, the Purchaser shall have full right to reject my bid/ cancel the purchase order and / or stop payment / recover the liabilities, if any from our balance payment / performance security etc.

Dated this..... Day of..... 200.....

* Applicable for Equipments only.

SEAL AND SIGNATURE

NAME:

(IN THE CAPACITY OF):

DATE:

Duly authorized to sign bid for and on behalf of _____

(SIGNATURE OF WITNESS)

WITNESS NAME:

ADDRESS:

CONTACT NUMBER:

CONSIGNEE RECEIPT CERTIFICATE

(To be given by consignee’s authorised representatives)

The following Goods (Quantity mentioned against each) has/have been received in good conditions along with a copy of inspection report.

Name of items supplied
Against P.O. ref. dated.....

Suppliers Name

Consignee name and Address
with telephone No. & Fax No.

Description of the Item

Make & model:

Quantity:

Date of receipt:

Date:
Place:

(Authorised Representative)/ Consignee

Name and Designation of the officer
Phone No.:

INSTALLATION CERTIFICATE

(to be filled jointly by the supplier, consignee authorities)

Hospital Name:		Name of Supplier:	
Name of Equipment:		Model No.	
		Serial No.	
Original Equipment Manufacturer:		Installation date	
Installed by	Service Engineer Name	Mobile no.	
Installation location / department /Room no.:-			Project name:
Purchase order number:		Date:	Value:
Comprehensive Warranty period	From	To	
Training started on dated:		Training ended on dated:	
Total weeks of training:			
Name of trainer:	Designation of trainer:	Signature	Date
Name of the trainee	Designation	Signature	Date
1.			
2.			
3.			
4.			
Whether a digital Photograph of the installed equipment taken after affixing the sticker in the presence of the hospital personnel? YES/NO (tick one)			
Whether the Demonstration of the equipment with accessories on the technical specification/ key features was conducted to the satisfaction at the time of installation? YES/NO (tick one)			
The equipment is working satisfactory at consignee. YES/NO (tick one)			
Above equipment in working condition handed over by:		Above equipment in working condition taken over by hospital authority :	
Name of person:		Name of person:	
Designation:		Designation:	
Mobile number:		Mobile number:	
		Fax number:	
Date: Signature with seal		Email ID:	
		Recommend to release full & final 20% balance payment	
		Date: Signature with seal	

Note: Following digital photograph is to be enclosed:

1. Photograph taken during handing over of the equipment to hospital authority.
2. Photograph taken during training of equipment.

MANUFACTURERS' SELF AUTHORIZATION FORM

No. _____ dated _____.

To

Dear Sir,

IFB NO. _____.

We _____ who are established and reputable manufacturers of _____ (name and description of goods offered) having factories at _____ (address of factory) do hereby submit a bid, and sign the contract with you against the above IFB. No.....

No company or firm or individual other than M/s _____ (name of the manufacturer) are authorised to bid, and conclude the contract in regard to this business, against this specific IFB.

We hereby extend our full guarantee and warranty as per Clause 26 of the General Conditions of Contract & CMC for the goods and services offered for supply by us against this IFB.

Yours faithfully,

(Name)

(Name of Manufacturers)

Note:- This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. It should be included by the Bidder in its bid.

MANUFACTURERS' AUTHORIZATION FORM

No. _____ dated _____.

To

Dear Sir,

IFB.No. _____.

We _____ who are established and reputable manufacturers of _____ (Name and Description of Goods offered) having factories at _____ (Address of Factory) do hereby authorize M/s _____ (Name & Address of the Agent) to submit a bid, and sign the contract with you against the above IFB. No.....

No company or firm or individual other than M/s _____ (Name of the Agent) are authorised to bid, and conclude the contract in regard to this business, against this specific IFB.

We hereby extend our full guarantee and warranty as per Clause 26 of the General Conditions of Contract for the goods and services offered for supply by the above firm against this IFB.

Yours faithfully,

(Name)

(Name of Manufacturers)

Note:- This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. It should be included by the Bidder in its bid.

Proforma for Performance Statement (for a period of last five years)

(Please read foot-note below)

Name of Item offered _____ Date of Opening _____ Time _____ Hours _____

Name of the Firm _____

Order placed by (full address of Purchaser)	Order No. and date	Description and quantity of Goods ordered	Value of order	Date of completion of delivery as per contract	reasons for late delivery if any	Has the stores been satis- factorily supplied? (Attach a certificate from the Purchaser\ Consignee)	Remarks
1	2	3	4	5	6	7	8

Signature and seal of the Bidder _____

Note: This form will be considered complete only if duly filled and supported with **proof of order copies, latest certificates of performance of equipment satisfactory from client** and other relevant details enclosed with this form and same shall be applicable for assessing single order execution criteria as per SCC clause 4A (iv) of this document.

Checked & Verified by

Chartered Accountant

Membership Number of Chartered Accountant

This information to be filled in as per the following format by all the bidders for each equipment bid by them and duly signed and to be submitted along with the techno-commercial bid:

Schedule Ref. (1)	Name of the Equipment with Tender Specifications (2)	Compliance of parameter/ specification (3)	Non-Compliance of parameter/ specification (4)	Remarks for Sr. No.(4) (5)

The information given above is factual & based on product specification details as per the latest catalogues/ product data sheets and technical literature enclosed.

Signature of the bidder & seal:

PRICE SCHEDULE
B) PRICE SCHEDULE FOR INDIAN AND IMPORT ORIGIN GOODS

1	2	3	4	5		
				#Unit Price at consignee	Total Price at consignee.	
Item	Brief description of goods	Country of origin	Total Qty (No's)	Model no.	All inclusive lump sum price (Indian Rupees) Inclusive of all charges.	All inclusive lump sum price (Indian Rupees) Inclusive of all charges. 4x5

Unit price is exclusive of the following costs

- (1) Expenses related to custom taxes, including VAT, etc imposed in Ethiopia, which will be covered by the Govt. of Ethiopia. It will be either exempted or paid by the Govt. of Ethiopia.
- (2) Comprehensive Annual Maintenance (CMC) cost with spares for 6th, 7th & 8th years wise after expiry warranty period.

Total Tender price: _____

In words: _____

Note: -

1. If there is a discrepancy between the unit price and total price **THE UNIT PRICE shall prevail.**
2. The Bidder will be fully responsible for the safe arrival of the goods at destination (consignee site) in good condition.
3. The above quoted price shall be fixed, no additional shall be payable on any account. Prices are inclusive of cost of 5 years of warranty.
4. **Consignee: Black Lion Hospital, Ethiopia.**

Signature of Bidder _____
Name _____
Address _____

Seal of the Bidder _____

SAMPLE PRICE SCHEDULE

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

1	2	3	4			5
Item No.	Brief description of Goods	Qty (No's)	Comprehensive Annual Maintenance cost with spares for each unit year wise after warranty period inclusive of all charges.			Total CMC cost for 3 years inclusive of all charges. [(col. 3 x (4a+4b+4c))]
			1st	2nd	3rd	
			a	b	c	

- After completion of Warranty period of 5 years.

NOTE: -

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

Place: _____

Signature of Bidder

Date: _____

Name

Business address _____

Seal of the Bidder _____

BID SECURITY FORM

Whereas1 (*hereinafter called "the Bidder"*) has submitted its bid dated (*date of submission of bid*) for the supply of (*name and/or description of the goods*) (*hereinafter called "the Bid"*).

KNOW ALL PEOPLE by these presents that WE (*name of bank*) of (*name of country*), having our registered office at (*address of bank*) (*hereinafter called "the Bank"*), are bound unto **Ministry of External Affairs, Govt. of India** (*name of Purchaser*) (*hereinafter called "the Purchaser"*) in the sum of _____ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of _____ 20__.

THE CONDITIONS of this obligation are:

1. If the Bidder

(a) withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or

(b) does not accept the correction of errors in accordance with the ITB; or

2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity:

(a) fails or refuses to execute the Contract Form if required; or

(b) fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders;

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

This guarantee will remain in force up to and including forty five (45) days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above

Date: (Signature of the Bank)

Name of Bidder

PERFORMANCE SECURITY FORM

To: Ministry of External Affairs, Govt. of India (Name of Purchaser) **WHEREAS** (Name of Supplier) hereinafter called "the Supplier" has undertaken , in pursuance of Contract (Purchase order) No..... dated,..... 2010 to supply.....(Description of Goods and Services) hereinafter called "the Contract".

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit 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.

This guarantee is valid until theday of.....20.....

Signature and Seal of Guarantors

.....
.....
.....

Date.....20.....

Address :
.....

CHEKCLIST

Fill up the Check List for Bidders and enclose with the Bid

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

CHECKLIST

Name of Bidder:

Name of Manufacturer:

Sl.No	Activity	Yes/No/N A	Page No. in bid	Remarks
1.a	Have you enclosed EMD of required amount for the quoted Items?			
b	Have you enclosed Bid document fee of required amount in case the Bid document has been downloaded from websites? In case the Bid document fee has been paid in cash at HSCC office, have you enclosed the receipt?			
2.a	Have you enclosed duly filled Bid Form as per format?			
b	Have you enclosed Original Power of Attorney on Non Judicial stamp paper in favour of the signatory?			
3.a	Have you enclosed clause-by-clause technical compliance statement for the quoted goods vis-à-vis the Technical specifications?			
b	In case of Technical deviations in the compliance statement, have you identified and attached the list of deviations?			
4.a	Have you submitted satisfactory performance certificate as per the Proforma for performance statement in Bid document in respect of all orders?			
b	Have you submitted copy of the order(s) and end user certificate?			
5	Have you submitted manufacturer's authorization as per format?			
6	Have you submitted prices of goods, turnkey (if any), CMC etc. in the Price Schedule?			
7	Have you kept validity of 180 days from the Techno-Commercial Bid Opening date as per the Bid document?			

8	Have you intimated the name and full address of your Banker (s) along with your Account Number			
9	Have you fully accepted payment terms as per Bid document?			
10	Have you fully accepted delivery period as per Bid document?			
11	Have you submitted the certificate of incorporation?			
12	Have you accepted the warranty as per Bid document?			
13	Have you accepted all terms and conditions of Bid document?			
14	Have you furnished documents establishing your eligibility & qualification criteria as per Bid documents?			
15	Have you furnished Audited Balance Sheet and Profit & Loss Account for last three years prior to the date of Bid opening?			

N.B.

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

(Signature with date)

(Full name, designation & address of the person duly authorized sign on behalf of the Bidder)

For and on behalf of

(Name, address and stamp of the Biding firm)

Tripartite Agreement

Whereas the agreement is made this day of
..... 200 between _____Director, Black Lion Hospital,
Ethiopia.(Hereinafter called the first party), _____ Principal Manufacturer
(hereinafter called the second Party) and _____Agent (Third party)

1. That this contract shall be effective from the date of satisfactory installation of _____ equipment(_____) to (_____) i.e the warranty period and the through Comprehensive Annual Maintenance contract for three years beyond the Warranty period, which may, if the parties hereto mutually agreed to extend from time to time
2. The first party has entered into an agreement with the second and third party for supply of _____ equipment against order No. _____ for supply, installation, Warranty and comprehensive Annual Maintenance contract as per the terms and conditions of the tender document No. _____
3. The second and third party should provide 5 years full onsite comprehensive warranty with spares and 3 years comprehensive Annual Maintenance Contract (CMC) (with spares) for the 6th, 7th & 8th year after expiry of initial five years satisfactory comprehensive warranty with spares. Warranty will start only from the date of final acceptance of the machine at the department.
4. The comprehensive Warranty shall include free services and free provision of spares. It shall be the responsibility of Second party to ensure all consumables/reagents/necessary spares are available continuously without interruption.
5. The First party shall promptly notify the second or third party in writing of any claim arising under this warranty. Upon receipt of such notice, the second or third party shall, with all reasonable speed, repair or replace the defective Goods or parts thereof, free of cost at the site. The second or third party shall take the replaced parts/goods at the time of their replacement. No claim whatsoever shall lie on the first party for the replaced parts thereafter. The warranty period will stand extended accordingly. The second or third party shall ensure a minimum uptime guarantee of 95% for the equipment.
6. If the second or third party having been notified fails to remedy the defect (s) within a reasonable period, the first party may proceed to take such remedial action as may be necessary, at the Second party's risk and expense and without prejudice to any other rights which the first party may have against the second party under the Contract or in Law.
7. The First party reserves the right to reject any set of equipment found defective within 30 days after the date of acceptance of equipment. The cost towards replacement will

have to be borne by the second or third party.

8. During the Warranty period, the second or third party is required to visit the consignee's site at least once in 6 months commencing from the date of installation for preventive maintenance of the goods. Besides this, the second party or third party will also depute their engineer on the receipt of letter or telephonic message and shall arrange to repair the equipment immediately.
9. If the second party cancel/terminate/expire the agency contract with the third party. The Second party will be liable for the contractual obligation including delivering the ordered goods and for undertaking satisfactory installation and commissioning etc. including warranty servicing and CMC.
10. In Case of any defaults, the First party shall be authorised to levy a penalty not exceeding Rs.1000/- for each default and in case of three consecutive defaults may forfeit the performance security in part or full at the discretion of the **Director, Black Lion Hospital, Ethiopia.**
11. In Case, the second party fails to comply with the terms & conditions of the contract or fails to carry out the servicing/maintenance the first party shall be entitled to forfeit the security money.
12. The second or third party shall attend to any number of break down calls without extra payment and the call will be attended immediately.

First Party
Director,
Black Lion Hospital,
Ethiopia

Second Party
Principal Manufacturer

Third Party
Agent

Description & Specifications

BID REFERENCE: HSCC/PUR/CT/MEA-Ethiopia/10-11 Dated 10/10/2010

CT Scanner (64-Slice)

Technical specifications of equipment offered
Technical specifications for state-of-the-art latest generation Whole Body Multisided (64-slice) CT Scanner at Black Lion Hospital, Ethiopia.
Operational Requirements:
The system must have 64-rows of detectors capable of acquiring 64-slices per rotation. DICOM ready with true isotropic volume acquisition and sub-millimeter resolution.
<u>Gantry</u>
<ul style="list-style-type: none">- Aperture : 70 cms or more- FOV : 50 cms or more- Tilt : +/- 30 deg.
<u>X-Ray Generator</u>
<ul style="list-style-type: none">- High frequency type- Power output 60 KW- A Range : 10-500 mA (with incremental steps of 10 mA).
<u>X-Ray Tube</u>
<ul style="list-style-type: none">- Tube voltage : 80-140 kV or more.- Tube current : 20-500 mA- Anode Heat Storage capacity : Specify.- Anode Heat Dissipation : 5MHU/Min. or with latest technology.- Comprehensive warranty for all parts including the tube irrespective of number of scans (1 year comprehensive warranty & 1 year AMC).
<u>Patient Table</u>
<ul style="list-style-type: none">- Load carrying capacity : 200 kg. with 1 mm positioning accuracy.- Horizontal table speed at least : 100 mm/sec.- Metal free scannable range of 150 cm or more.- Facility for positioning aid for horizontal isocentric positioning of the patient.- Carbon fiber table top.

Spiral CT

- Scan time should be at least 0.4/0.5 sec. for full 360 deg. rotation.
- Minimum slice thickness should be less than 0.625 mm.
- Slice increment – specify scan & selectable slice thickness.
- Pitch Factor (volume pitch) variable between 0.5 sec. to 1.5 sec. or more and should be user selectable. Specify all position pitch selections.
- Single continuous spiral scan time should be at least 100 sec. or more.
- Bolus triggered or bolus chase : Spiral acquisition should be possible.

Image Quality

- Low contrast resolution : Specify low contrast resolution with 20 cm
- CATPHAN Phantom. Specify surface dose, mAs, slice thickness used.
- High contrast resolution should be at least 15 lp/cm for axial and spiral scan at 0% & 5%MTF with full FOV.

Data Acquisition System

- Detector : Capable of acquiring 64 slices per 360 deg. of rotation.
- Minimum 64 rows of detectors is required. Specify no. of detector elements.

Image Reconstruction

- Real time
- Reconstruction speed : Specify
- Display Matrix : 1024 x 1024
- Scan time & length : Specify.
- Reconstructed slice thickness 1mm to 10mm freely selectable
- Scan field & reconstructed field: specify.

Monitors

Two of high resolution TFT/LCD colour monitors of 19 inch or more.

Operator Console

- Should perform registration, scheduling, protocol selection, volume rendering, volume measurement, multi-planner reconstruction and standard evaluation application and all available post processing functions without the help of satellite station.
- Raw data storage with 500GB hard disk having image storage capacity mentioned in number of images of 512x512 formats.

Work Station

- Shall be high speed CPU with a speed of 3 GHz or better and with an independent hard disc storage capacity of 500 GB or more.
- Capable of simultaneous viewing of all post processing functions and filming independently without the help of console.
- Memory of workstation should be independent of the console.
- Two way data transfer between the operator console and the satellite workstation should be standard.

Work Station Features

- Post processing software: software for perfusion CT for brain and body applications, CT Angio, VRT, Max IP, Min IP, SSD, Image Fusion, brain biopsy software, vessels segmentation, virtual endoscopy and advanced cardiac package including coronary artery imaging, calcium scoring, myocardial viability software and advanced vessel analysis to be provided on both the console and workstation.

Cine display should be available.

Image Evaluation Tools

- Parallel evaluation of multiple RO in circle, irregular and polygonal forms.
- Statistical evaluation for area/volume, SD Mean/Max and Histograms.
- Distance and angle measurement, freely selectable positioning of coordinate system grid and image annotation.

Post processing tools

- 2-D including image zoom and pan, image manipulation including averaging reversal or grey scale values and mirroring image filter functions including advanced smoothing algorithm and advanced bone correction.
- Real time multi-planner reconstruction (MPR) of secondary views with viewing perspectives in all planes including curved and orthogonal MPR.
- CT Angiography, MIP, Min IP, SSD, VRT and other advanced 3-D applications and colour coding for different tissues.
- Spatial alignment & visualization of two different data sets of one patient generated on different modalities or with different acquisition times should be displayed on the workstation.
- Volume measurements
- Fusion of morphological data obtained on CT, MR or DSA.

Patient Communication System

- An integrated intercom and automated patient instruction (API) should be provided.

Dry Chemistry Laser Imager

- Resolution of 16bits/500dpi or more with minimum 3 ports
- Support multiple film sizes including 14x17 inches.
- DICOM compatible

Archival

- Filming parallel to other activities including independent scanning documentation and post processing and configurable image text.
- Archiving CD/DVD writer should be provided for archival.
- Option of viewing these discs on any PC without DICOM viewer should be available.

Dual Head Pressure Injector

- Flow rate : 0.1 to 10 ml/sec
- Volume: 1 ml to syringe capacity, programmable pressure limit of 325 psi with 200 ml syringe.
- 200 ml disposable sterile syringes
- Minimum of 30 protocols
- Syringe heater range 35 deg. C, +/-5 Deg.C should be provided with head mounting device and integral IV pole.
- Unit will be provided with display monitor to provide pressure monitor graph, flow profile stop watch feature scan display multiphase capability & protocol locking capabilities.

System Accessories, Spares & Consumables

- One collapsible wheel chair with swivel wheels.
- One stretcher with similar facilities
- Standard patient positioning accessories and restraining devices – two sets.
- Light weight lead vinyl lead aprons of 0.5 mm lead equivalence – 10.

- Lead glass of appropriate size (approx. 100cmx150cm) of 2 mm lead equivalence.
- Online UPS of suitable rating should be supplied for the complete system including Gantry, Computer System, Anesthesia Delivery System, Monitor & Defibrillator for at least 30 min. back-up.
- Suitable Servo Voltage Stabilizer/CVT as applicable.

The Machine should be accompanied by General Anesthesia Machine, Defibrillator, Pulse Oximeter, Non-invasive Monitor Critical Patient & patients during cardiac CT.

AMC

Deleted

Training

In order to fully utilize the equipment, training on the offered machine in reputed institution in a developed country where such advanced installations are available and are in use for at least 2 years. All the expenses of travel, stay and food will be borne by the vendor.

Turnkey

The project should be executed on turn-key basis (regulatory agency permissions, site constructions, installation of equipment & accessories, included).

The vendor must take full responsibility for site preparation including civil, electrical & air-conditioning work in consultation with engineering department. Turn-key must include gantry room, console room, reporting room, patient recovery & changing area, sisters room, toilet (3-toilets) and reception area including closing veranda for waiting room. Air-conditioning of the waiting area. Furniture including 12 chairs, 4 tables, 6 sofas in the waiting room, sister room & doctors room. Air-conditioning of sister's room. Area required for the accessories.

System Configuration Accessories, Spares & Consumables

- Spiral CT Mainframe with Gantry, X-Ray Tube & Generator, Topogram, Image Re-construction, Image Evaluation Tools, Post Processing Tools as specified-01.
- Main console with monitor-01
- Additional consoles with monitors-02
- DVD/CD Archiving -03 (1 each on all the consoles)
- Patient Table - 01
- Non-invasive Monitor with following accessories (01):
 - 1).ECG/Resp.: 5 lead ECG cable with clip-2 sets per monitor & 10-lead ECG cable with clips-1set per monitor.
 - 2).NBP :Adult cuffs – 2 nos.

per monitor & two sizes of pediatric cuffs-1 per monitor (complete sets).

3). SpO2 : Adult SpO2 sensor with cable – two nos. per monitor & pediatric SpO2 sensors-one per monitor.

4). IBP : Include four nos. per monitor of reusable pressure transducer with bracket, holder & 100 nos. disposable domes per monitor.

5). Temperature: Central temperature probe – two per monitor & skin temp. probe – one per monitor

6). Defibrillator Monitor/ Recorder with following accessories -01

-Adult and Pediatric Paddles

-01 each

- Disposable pads : 100 each

- ECG cables : 5 lead each

- ECG Electrodes: 1000 each

7). Dry view laser camera:01

8). Laser colour printer :02

9). Anesthesia induction system with all accessories

-01 set.

Technical Specifications : Defibrillator

- Should be provided with adult & pediatric external paddles

- Should have both Synchronous & Asynchronous mode

- The charging time to highest energy level should be less than 5 sec.

- Disposable defibrillator pads : 10 nos. with each machine

-Should have external pacemaker facility

State-of-art General Anesthesia Induction System with the following:

- Anesthesia gas delivery system for delivery of oxygen, nitrous oxide & medical air with pressure gauges 7 colours coded & 3 pipelines to the cylinder breathing system within

- Circle absorber system
- Precision maintenance free vaporizer for halothane, isoflurane/Servoflurane.

The vaporizer should be flow, temperature & pressure compensated and should have life time calibration warranty.

- Anesthesia Ventilator: Should be able to set tidal volume respiratory rate & I:E ratio should have volume control ventilation alarms for ventilator failure, low oxygen supply pressure, inadequate volume delivery, disconnection alarm & power supply failure. It should be integrated to main anesthesia machine.
- Monitoring system to monitor Anesthesia Gases, ECG, EtCO₂, Pulse Oximeter & Airway Pressure, NIBP, IBP (No.3 required) rectal & skin temperature.

Image Transfer Archiving & Networking (Option)

Option1 :

Vendor should provide image & report distribution software with all the necessary hardware to connect 10 terminals for image viewing. This system should be able to provide online accessibility of processed data in six OTs, ICU, ICCU & Radiology Conference Room at Trauma Centre etc. The server hardware should consist of Dual CPU 2.4 GHz or more processor. 512 MB RAM, 80GB HDD, DVD, CD R/W, 17" or more flat monitor. Each viewing terminal should have a PC with 2.4GHz Processor, 256 MB RAM, 80GB HDD, CD/DVD, Combo Drive, 15" or more flat monitor.

Option2:

Image archiving server with facility for long term storage of data base must be provided. Archival solution of processed image & report online & of OT line should be clearly stated. It should be possible to handle & access ONE MONTH image data online without accessing the accessory storage, presuming 80 cases per day. The archive server should consist of Dual CPU 2.4 GHz processor or more, 1GB RAM, 100GB HDD, DVD, CD R/W, 17" or more flat monitor. The archive server should be connected to RAID/Jukebox/ Extended storage device of required capacity.

Specifications of Pulse Oximeter:

- Parameter monitoring of SpO₂
- Should comply with International Standards : CE, US FDA, ISO
- Portable Unit
- SpO₂
 - Range : 0-99
 - Accuracy : <2%
 - Waveform : Selectable

Plathysmograph

- Reusable Finger Probe :
Adult/Pediatric
- Pulse rate range: 20-300 bpm
- Alarm: Audio-visual with adjustable limits of SpO₂ & pulse rate
- Power: 120-230V/AC 50/60Hz with battery back-up.