

HSCC (I) LTD.
(A Govt. of India Enterprises)

Plot No.6A, Block – E, Sector – 1, NOIDA (U.P) – 201 301.
Tel: 0120 – 2443103, 2443113, 3200410, 3200411, Fax: 0120 – 2542447, 0120 – 2533001

OPEN TENDER

INVITATION FOR BIDS (IFB)

IFB Reference: **HSCC/PUR/CGHS/Equipments/2006/B Dated 28.06.2007.**

HSCC for & on behalf of Central Govt. Health Scheme (CGHS), Director General Health Services (DGHS), (Union Ministry of Health & Family Welfare) invites sealed bids from manufacturers in Single stage two bid system for Supply, Installation, Testing & Commissioning of Direct Ophthalmoscope, Streak Retinoscope, Fully Automatic Chemistry Analyzer & Semi Automatic Chemistry Analyzer at various CGHS Dispensaries located all over India.

Interested Bidders may obtain further information from and inspect the bidding documents at the address given below.

Chief General Manager (Proc)
E-6(A), Sector – 1, Noida- - 201 301, (U.P), INDIA.
Phone - 0120 – 2443103, 2443113,
Fax: 0120 – 2533001, 2542447,
GRAM: HOSCONCORP
Web Site: <http://www.hsccltd.co.in>

BID DOCUMENTS: A complete set of Bid Document can be obtained from the office of HSCC at the aforesaid address, from **10.00 Hrs. to 16.00 Hrs. on all working days from 28.06.2007 onwards upto 24.07.2007 by request in writing on bidder's letter head** and upon payment of requisite Bid Document fee of **Rs. 500/-** which shall be paid either in cash or crossed account payee Demand Draft drawn in favor of HSCC (I) Ltd, from any nationalized bank payable at Delhi/ NOIDA. **While making request for Bid Documents, the tender notice (IFB) reference, name and full address of the remitter should be clearly indicated.** Bid Document Fee paid is non – refundable and the Bid Documents are non – transferable. Bid documents requested by mail will be dispatched by courier on payment of an extra amount of Rs. 200/- for each document. The **Pre-bid meeting will be held on 10.07.2007** at the above mentioned address.

The complete set of Tender Document can also be viewed at our Website www.hsccltd.com. However, the Tender Document given in the website is meant for inspection. The tenderers intending to participate in the Bidding process should purchase the bids from HSCC's office as mentioned above. No downloaded document will be accepted.

Chief General Manager (Proc)

BID DOCUMENT

**INVITATION FOR BIDS FOR SUPPLY, INSTALLATION,
TESTING & COMMISSIONING OF MEDICAL EQUIPMENTS
FOR CENTRAL GOVERNMENT HEALTH SCHEME (CGHS)
DISPENSARIES IN ALL OVER INDIA**

OPEN TENDER

BID REFERENCE: IFB No. HSCC/PUR/CGHS/EQUIPMENT/2006/B DATED 28.06.2007

BID DOCUMENT

Date: _____

**BY HAND
BY COURIER.**

To,
.....
.....
.....
.....

Our Ref.: IFB No. HSCC/PUR/CGHS/EQUIPMENT/2006/B DATED 28.06.2007

Your ref: _____

SUBJECT: INVITATION FOR BIDS FOR SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF MEDICAL EQUIPMENTS FOR CENTRAL GOVERNMENT HEALTH SCHEME (CGHS) DISPENSARIES IN ALL OVER INDIA.

Sir

1. Enclosed please find bid document for the line item **ref no.**__ as requested in your above referred letter.
2. The 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. This document issued is eligible for bidding for the above line item only.
4. **Pre bid meeting shall be held on 10.07.2007 at 2.00P.M. at HSCC office.**

Kindly acknowledge the receipt of this Bid Document.

Chief General Manager (Proc)

Encl: As above

HSCC (I) LTD.
(A Govt. of India Enterprises)

Plot No.6A, Block – E, Sector – 1, NOIDA (U.P) – 201 301.
Tel: 0120 – 2443103, 2443113, 3200410, 3200411, Fax: 0120 – 2542447, 0120 – 2533001

OPEN TENDER

INVITATION FOR BIDS (IFB) (Details)

IFB Reference: **HSCC/PUR/CGHS/Equipments/2006/B Dated 28.06.2007.**

HSCC for & on behalf of Central Govt. Health Scheme (CGHS), Director General Health Services (DGHS), (Union Ministry of Health & Family Welfare) invites sealed bids from manufacturers in Single stage two bid system for Supply, Installation, Testing & Commissioning of following Medical Equipments at various CGHS Dispensaries located all over India.

Line Item No.	Description	Quantity (Nos.)	Bid Security (Rs.)	Last date for submission of bid.
1.	Direct Ophthalmoscope	01	500/-	25.07.2007 upto 12.00 Hrs.
2.	Streak Retinoscope	01	500/-	
3.	Fully Automatic Chemistry Analyzer	08	1,00,000/-	
4.	Semi Automatic Chemistry Analyzer	04	15,000/-	

Interested Bidders may obtain further information from and inspect the bidding documents at the address given below.

Chief General Manager (Proc)
E-6(A), Sector – 1, Noida- - 201 301, (U.P), INDIA.
Phone - 0120 – 2443103, 2443113,
Fax: 0120 – 2533001, 2542447,
GRAM: HOSCONCORP
Web Site: <http://www.hsccltd.co.in>

- i) Please refer to bid documents for detailed specifications, quantity, terms & conditions of tendering, line items, bid security, consignee and all other relevant details like date of bid opening, last date for submission of bids etc.
- ii) Bid evaluation will be made on the basis of total “All inclusive lump sum price” to be offered for the line item.
- iii) Bidders may quote for any one or more of line items but bid security should be given separately for each line item as indicated.
- iv) A specimen copy of the “Bid Document” is kept available for inspection (Free of Cost) at the bid document sale counter for the benefit of prospective bidders.
- v) Bid shall be evaluated separately for each line item.
- vi) Incase of goods of import origin, a foreign manufacturer can quote through their authorized Indian agent.

BID DOCUMENTS: A complete set of Bid Document can be obtained from the office of HSCC at the aforesaid address, from 10.00 Hrs. to 16.00 Hrs. on all working days from 28.06.2007 onwards upto 24.07.2007 by request in writing on bidder’s letter head and upon

payment of requisite Bid Document fee of **Rs. 500/-** which shall be paid either in cash or crossed account payee Demand Draft drawn in favor of HSCC (I) Ltd, from any nationalized bank payable at Delhi/ NOIDA. **While making request for Bid Documents, the tender notice (IFB) reference, name and full address of the remitter should be clearly indicated.** Bid Document Fee paid is non – refundable and the Bid Documents are non – transferable. Bid documents requested by mail will be dispatched by courier on payment of an extra amount of Rs. 200/- for each document. Bids would be opened on **25.07.2007 at 14:00 Hrs** in presence of authorized representative of the bidding firm at the above mentioned address.

The bidder may quote for one or more line items but must quote for full quantity of the line item(s) offered. Bids shall be evaluated for each line item separately.

All bids valid for 120 days must be accompanied by a bid security in Indian Rupees as specified above and must be delivered at the address mentioned above on or before 12.00Hrs (IST) on respective bid submission date as mentioned above. Bids shall be opened in the presence of the bidders or their authorized representative who chooses to attend on the specified date and time at the address mentioned in the paragraph above. Bids without bid security shall be treated as non – responsive.

In the event of the specified date for the submission and opening of bids being declared a holiday for purchaser's office, the due date for submission and opening of bids will be the following working day at the appointed time.

HSCC takes no responsibility for delay, loss or non –receipt of tender documents sent by post either way.

HSCC 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 incurring any liability thereby.

Tender Document can also be viewed at our Website www.hsccltd.com. However, the Tender Document given in the website is meant for inspection. The tenderers intending to participate in the Bidding process should purchase the bids from HSCC's office as mentioned above. No downloaded document will be accepted.

Chief General Manager (Proc)

SECTION-I

INSTRUCTIONS TO BIDDERS (ITB)

This bid document should be read in conjunction with the Press Tender Notice/IFB, **Ref. No. HSCC/PUR/CGHS/Equipments/2006/B Dated 28.06.2007**, a copy of which is enclosed in this document and all clauses to be read in conjunction with any other instruction given else, where, 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, Bid Security, Performance Security, Performance Statement Proforma and Manufacturer's Authorisation form.

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 HSCC, 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 the Purchaser in writing at the Purchaser's mailing address indicated in the Invitation for Bids. The Purchaser will respond in writing to any request for clarification of the Bidding Documents that it receives not later than 15 days prior to the deadline for the submission of Bids prescribed by the Purchaser. Written copies of the Purchaser's response (including and explanation of the query but without identifying the source of inquiry) will be sent to all prospective Bidders who have received the Bidding Document.

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 in writing or by Fax or cable to all prospective Bidders who have received the Bidding Documents and will be binding on them.
- 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 items 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 Deviations parameter wise from Tendered Commercial conditions, if any
 - iv) Statement of Deviations parameter wise from tendered Technical specifications if any;
 - v) Authority Letter from manufacturer in case Bid is submitted by Agents;

- vi) Bidders to indicate Name and Address of their Bankers; and
 - vii) Current ITCC and balance sheet in original or a Photostat copy thereof.
 - viii) Documentary evidence established in accordance with Clause 7 that the Bidder is qualified to perform the contract if its Bid is accepted.
 - ix) 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;
- 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.

6. **BID PRICE :**

- 6.1 (a) The Price bid for the line item to commensurate with scope of supply indicated against the line item and should indicate all inclusive lump sum price offered for the line item including cost of the stores, freight, insurance, transit insurance, packing forwarding, Sales Tax, State Entry Tax if any, Excise duty Inspection/Inspectie certificate charges etc. and including charges wherever applicable, for equipment installation and commissioning at the end consignee premises with all the men and material required for the same and including charges, for two years warranty service & wherever applicable including charges for three years Comprehensive Annual Maintenance Contract (AMC) with spares included after completion of initial two years warranty. The all inclusive lump sum price should be on F.O.R., for the above and inclusive of all charges stated herein above. **The all inclusive lump sum price needs to be accompanied by a statement indicating a clear “break up” of all inclusive lump sum price of its various components constituting it along with values/amount indicating against each of such components adding to arrive at all inclusive lump sum price.** The prices are to be kept valid for acceptance up to 90 days from the date of the opening of bids. The prices should be lump sum prices only for the line item. 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 as applicable extra” or “packing forwarding extra” will render the bid liable for rejection. Sales Tax / VAT, as applicable, will be either local Sales Tax or concessional Sales Tax (CST) (for inter state sales) @ 4% against issue of form ‘D’ by consignee and whichever Sales Tax amount applicable will be incorporated in the above all inclusive lump sum price.

Custom duty exemption certificate and octroi exemption certificate will be issued by consignee and price to be quoted accordingly.

Bidders in their own interest shall ascertain the eligibility of whatsoever concessions and exemptions eligible and applicable and shall advise the purchaser and quote accordingly. Bidders shall indicate the actual amount of octroi, excise duty, normal sales tax etc. which becomes otherwise payable in the extreme event of consignee not in a position to release certificates like CDEC, Octroi Exemption Certificate, form D etc.

6.1(b) Offer for Import Origin Goods

Offers for Import origin goods shall clearly indicate firm, "All inclusive lump sum price" calculated in equivalent Indian Rupees and giving break up of as FOB (Free on Board), Marine Insurance, CIF (Cost including Freight), Custom clearance charges etc., local transportation and Insurance etc. and all other charges for services to be rendered as explained under offer for Indigenous goods. The all inclusive lumpsum price shall take care of impact of foreign exchange rate fluctuations etc. and accordingly arrive at the all inclusive lump sum price in equivalent Indian Rupees and this shall be the ceiling amount payable. Customs handling & clearance will be the responsibility of Indian agent at his cost. CDEC/ NMIC will be provided by CGHS/DGHS/MOHFW.

6.1(c) The payment to both indigenous supplies as well as import supply shall have a ceiling amount, which would be the All Inclusive lump sum price.

6.2 The purchaser will evaluate Bids based on all inclusive lump sum prices quoted for the line item.

6.3 The All inclusive Lump sum price will include wherever applicable charges for 3 years Comprehensive AMC with spares as required for the purpose of evaluation and the payment to prospective suppliers will not include payment of AMC charges at the time of payment for delivery/receipt of goods. The quantum of 3 years AMC 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 two years warranty.

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 Goods manufacturer or producer to supply the Goods. In this regard, the Bidder should submit an Authority Letter from their manufacturers.
- 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 conforming 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 drawn in favour of M/s Hospital Services Consultancy Corporation (India) Limited, payable at Noida or New Delhi from a nationalised or 1st class bank.
- 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.

10. **PERIOD OF VALIDITY OF BIDS:**

- 10.1 Bids shall remain valid for 120 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 Clause9 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 (unpriced) 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 later authorisation shall be indicated by written power-of-attorney accompanying the Bid. All pages of the Bid, except for unamended 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 Technocommercial Bid (unpriced), Price Bid and bid security 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 Chief General Manager(Proc), HSCC (I) Ltd., Plot No. E-6 (A), Sector - 1, NOIDA – 201301 as indicated in IFB:
- (b) bear (the Project name), the Press Tender Notice reference, and the words "DO NOT OPEN BEFORE....."

12.3 The inner envelope shall indicate the name and address of the Bidder.

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 (UNPRICED) AND PRICE BID INCLUDING BID SECURITY**

13.1 As indicated in the Press Tender Notice/IFB.

13.2 Bids sent by post should be preferably sent by Registered Post with Acknowledgement Due. If any Bidder desires to deliver the Bid by hand, such Bid should be put in the Tender (Bid) Box by the specified date and time. Tender (Bid) Box is available in the HSCC office at the mentioned address.

Bids must be received by the Purchaser at the address specified on the date and time as mentioned in the "Press tender Notice". Bids will be opened in the presence of Bidders' representatives who choose to attend. 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 by the Purchaser after the deadline for submission of Bids prescribed by the Purchaser, pursuant to clause 13 will be rejected.

14.2 The Bidder may modify or withdraw its bid after the bid's submission provided that written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of bids.

14.3 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of ITB Clause 12. A withdrawal (but not modification) notice may also be sent by cable or fax but followed by a signed confirmation copy, post marked not later than the deadline for submission of bids.

14.4 No bid may be modified subsequent to the deadline for submission of bids.

14.5 No bid may 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. The Bidder's representatives who are present shall, sign a register evidencing their attendance. **The Bidders' representatives shall furnish letter of Authority from their principals to attend the Bid opening.**

- 15.2 The Bidders' names, the presence or absence of the requisite Bid Security and such other details in brief as the Purchaser, at its discretion, may consider appropriate will be announced 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 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 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.

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 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 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.

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 3 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 5% of the contract price in the form of a Demand Draft drawn in favour of Hospital Services Consultancy Corporation (I) Ltd. payable at Noida or 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 make the award to the next lowest Bidder or 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.

Chief General Manager (Proc)

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., HSCC on behalf of the CGHS.
- (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. Consignees as designated by CGHS.

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 in 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.
- 6.2 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 deliver and/or at the Goods' final destination. Where 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 confirm 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 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 shall be made by the Supplier within 4-6 weeks from the date of contract (or from the date of establishing Letter of Credit in favour of the Principals in case of imported origin Goods) and installation and commissioning to be done wherever applicable within 7 days thereafter. In case spare parts and tools are also ordered with the Goods, the Bidder will undertake to offer spare parts and tools for delivery along with the main Goods only and not before.

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.

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 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 thereof Satisfactory installation duly certified by authorised personnel of HSCC authorities shall accompany for release of balance payment.

12.2 **FOR INDIGENOUS GOODS:**

- i) 90% of the invoice value will be made within 15 days of documentary proof of receipt of the invoiced goods along with necessary documents like transport, transit insurance etc.
- ii) Balance 10% payment subjected to clause 6.1 of ITB will be released within 15 days, upon receipt of satisfactory Installation & Commissioning Certificate from Concerned Authorities/ HSCC.

12.3 **FOR IMPORT ORIGIN GOODS:**

Payment will be made by opening of Irrevocable Letter of Credit in favour of the foreign supplier. The amount of Indian Agency Commission if, any, out of FOB price will be deducted from the C.I.F L/C value, and this Agency Commission shall be paid in equivalent Indian Currency in India to the Indian agent, subject to clause 6.1(c) of ITB after receipt of satisfactory installation & commissioning report of the equipment. Where there is no agency commission involved, then 5% of FOB Price will be deducted and L/C opened for net of C.I.F value. This L/C will have provisions for release of this deducted amount subject to clause 6.1(c) of ITB only after receipt of satisfactory acceptance report, satisfactory Installation & Commissioning Certificate from Hospital Authorities/HSCC.

- 12.4 The stores (both Indians & Import origin goods) should be despatched only after ensuring prudent inspection carried out from ISO Certified Inspection Agencies/ LLOYDS/ SGS etc. and proof of such documents submitted.

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 In receipt of offer in foreign currency, the exchange rate prevailing on the date of opening of bid (Techno Commercial bid) shall be taken for comparison of bid prices.

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 delayed portion of work. 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 terminate.

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 its 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.

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 remainder 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 Indian Arbitration by Indian Council of Arbitration in accordance with the Arbitration & Reconciliation Act 1996 with latest amendments if any.

20.3 Venue of Arbitration shall be at New Delhi.

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 Union 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):**

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 unless other wise 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 warranty shall remain valid (subject to clause 26.4) for 30 months from the date of delivery or 24 months after the Goods have been satisfactorily installed & commissioned as duly certified by the appropriate authority, whichever is earlier.
- 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.
- 26.5 If the Supplier having been notified, fail 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 Nothing in this clause 26 shall affect the Purchaser's other rights under the Contract or in Law.
- 26.8 Warranty should not have any exclusion including vaccuamatic items in radiology equipment offered if any.

26 INSPECTION & TEST PROCEDURES:

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

27 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.

28 **TRAINING: (If required)**

Free demonstration, operational and maintenance training will have to be provided at the site of installation to the assigned personnel, during trial period.

29 **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 90% payment. The maintenance manual should give details up to component level and the faultfinding procedure with detailed illustrations.

30 **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) HSCC is not bound to accept the lowest tender or any tender or to assign any reasons for non-acceptance.
- ii) HSCC reserves right of selection of equipment without restrictions to price factor alone.
- iii) HSCC (I) Ltd. also reserves its right to split an order on more than one party as it deems fit in respect or order for any item.

Chief General Manager (Proc)

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 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 in 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 to site.
3. For Import origin goods quoted, the Supplier or the Indian agent shall have to arrange at his own cost for all import/custom clearance handling formalities. Purchaser upon advance notice from supplier shall only provide the CDEC (Custom Duty Exemption Certificate), Octroi Exemption Certificate, etc. wherever required.
4. **A. Minimum Qualification Criteria (For Equipments):**

Qualifying Minimum Requirements:

(To be supported with documentary evidence)

- i)
 - (a) Bidder should be a regular Indian manufacturer for the type of stores offered.
 - (b). A foreign manufacturer for the type of stores offered can quote through an Indian agent with due authorisation.
- ii) Bidders manufacturers should have in the past 5 years, satisfactory executed for the line item offered, at least one single order of like nature of item and quantity not less **than 25%** of quantity of line item offered by bidder. In case of group of items comprising the line items, then the quantity shall be of highest value items in the group.

B. Other eligibility requirements:

- i) Bidder should have a present installed capacity/sales capacity to match the delivery requirements.
- ii) The Bidder should submit balance sheet for the last 3 years to enable the purchaser to assess whether the bidder is a profit making concern.

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.

5. Five years Performance Statement: Bidders should give performance statement of orders for similar Line items satisfactorily executed to sizeable value both in quantity & cost in comparison to Line item offered in the price bid.
6. **Bid Form: To be submitted by all bidders as per format enclosed:**
7. In respect of equipment, the charges for 3 years Comprehensive AMC with spares (Annual Maintenance Contract) (after initial 2 years 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. This clause both for warranty & CMC shall prevail upon Warranty / CMC stipulation elsewhere mentioned in this document.
8. **Bidders have to purchase one set of bid document for any or all the line item(s) to be offered. Accordingly, offers from bidders without purchase of bid document, shall stand rejected.**
9. **Miscellaneous:**
 - a) While quoting for the line item, all components and quantities specified in the Line item must be quoted. The purchaser will evaluate bid on an individual Line item wise basis. **The bid shall stand rejected if all the components and quantities specified in any line item are not quoted.**
 - b) Evaluation will be made on the basis of total all inclusive lump sum price value offered for the line item.
 - c) The break up of “all inclusive lump sum price” of the line 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) Bidders may please note that Form 'D' may be issued by consignee to avail concessional sales tax against inter state sales of stores.
 - f) 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 AMC.
10. Bidders are to inspect the site premises and the proposed place of installation of equipment and certify their satisfaction that the proposed site is suitable and compatible for the installation of the offered unit. Bidder may take up with consignee for their site visit.
 11. Bidders are to ascertain normal power supply fluctuation range and to certify that it is compatible with the offered unit of equipment. A guarantee to such effect should be offered by each bidder along with details of electrical appliances proposed to be deployed 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 in any Line item only such of those bidders who have the approval/authorisation of BARC/AERB shall only be considered and this clause to be read in conjunction with qualifying criteria clause.
 14. The substantial responsiveness of bidder will be determined as per HSCC'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 as not liable to bidder on account of this prudent internal assessment and that bidder shall have not claims whatsoever.
 15. Besides 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, furnitures, 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 Line item is to be considered a package in itself and suppliers to execute the order package on a "turn key basis".

16. Every effort 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 board 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 purchased bid document for each line item separately are only eligible to quote for that line item.
18. The supplier/manufacturer shall be made 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. For equipments which do not require Installation requires required to get the Consignee acceptance Certificate (Section XIV) duly filled up by the end user, however, in such case point no. 6 should be read as Date of demonstration only. For equipments requiring Installation are required to get the Consignee acceptance Certificate (Section XIV) duly filled up in all aspect by the end user.

Chief General Manager (Proc)

FORMATS

BID FORM

To: (Name and address of purchaser)
IFB Ref.:
Line 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 5% 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 90 (ninety) 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 Annual 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.

Dated this..... Day of.....
20.....

* Applicable for Equipments only.

(Signature) (In the capacity of)

Duly authorised to sign Bid for and on behalf of

Signed

Proforma for Performance Statement (for a period of last five years for orders placed by large institutions, Hospitals, State/Central Govt. Deptt etc)

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	Remarks indicating reasons for late delivery if any	Has the stores been satis- factorily supplied? (Attach a certificate from the Purchaser\ Consignee)
1	2	3	4	5	6	7

Signature and seal of the Bidder _____

Note: This form will be considered complete only if duly filled and supported with proof of order copies, satisfactory order execution certificates 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 (ii) of this document.

SECTION :XIV

Consignee Acceptance Certificate

(to be issued by Purchaser's representative/Consignee's authorised representative)

The following stores have been received in good condition and accepted:

1. Description of the item(s) supplied :
2. Name of Supplier :
3. a) Quantity Supplied :
- b) Quantity supplied in damaged condition, if any :
4. Name and address of Consignee :
5. Date of receipt of Consignee :
6. Date of Installation and demonstration, if required :
7. Signature of Authorised representative of Consignee with date :
8. Seal of Consignee :
- Telephone number of consignee :
- Facsimile number of consignee :

MANUFACTURERS' AUTHORIZATION FORM

NO. _____ dated _____.

TO

Dear Sir,

IFB NO. _____.

We _____ who are established and reputable manufacturers of _____ having factories at _____ (address of factory) do hereby authorise M/s. _____ (name and address of Agent) to submit a bid, and sign the contract with you against the above IFB.

No company or firm or individual other than M/s _____ 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 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.

- * This Para should be deleted in simple items where manufacturers sell the product through different stockists.

CGHS Consignee Details for Equipment Supply , Installation & Commissioning:

S.No.	Name of Item	Additional Director (CGHS)						
		Allahabad (Nos.)	Banglore (Nos.)	Chennai (Nos.)	Hyderabad (Nos.)	Nagpur (Nos.)	Patna (Nos.)	New Delhi (Nos.)
1.	Direct Ophthalmoscope							1 Nos.
2.	Streak Retinoscope							1 Nos.
3.	Fully Automatic Chemistry Analyzer	1 Nos.		2 Nos.				5 Nos.
4.	Semi Automatic Chemistry Analyzer	1 Nos.						3 Nos.

Description & Specifications

DIRECT OPHTHALMOSCOPE

Direct Ophthalmoscope self-luminous type head with Halogen Lamp rating of 25 V — to be operated by 2 cells R-20 (ISI-8144) Head should have lenses +20D/-20D, grid for central fixation, red free with large and small slit.

Handle, metallic to accommodate large R-20 cells. One extra spare bulb in original padded case

RETINOSCOPE (STREAK) (WITH DRY CELL BATTERY)

Retinoscope, self luminous type, halogen lamp 2.5 V. generated streak long enough to intersect the axis scales of trial frame (or refractor unit) Provision should exist for smooth and stepless rotation of streak throughout 360 Deg.

Focusing movement should permit plane and concave mirror Vergences with parallel and converging beam (adjustable beam). Powered by two dry cells R 20 (1SI 8144) accommodated in large handle .One extra spare bulb in original padded case.

**TECHNICAL SPECIFICATIONS FOR FULLY AUTOMATIC BIOCHEMISTRY
ANALYSER**

SYSTEM:	:	Discrete, single line random access, multi-test analysis, open system
On Board parameters:	:	upto 24 tests on board and ISE e tests
Throughput	:	upto 240 tests per hour
Analyses	:	End point, Kinetic, Rate assay for substrates, enzymes, metabolites usually needed in clinical chemistry and homogenous immunoassay
Sample container	:	cup or primary tube
Automatic dilution		
Sample volume	:	3 to 50 µl
STAT facility:	:	interruption permitted even during analysis
Sample identification::	:	by sample id and optional bar coding On board cooling and washing.
Cuvettes	:	plastic and reusable
Water supply	:	not more than 5 liters per hour
No stirrer mixing	:	to avoid carry over
Easy maintenance		
Light source	:	Tungsten halogen lamp
O.D.Range	:	0-2.5
Probes	:	Independent probes for sample and reagent
Data Management	:	user interface based on Windows 98
Accessories	:	Compatible On line UPS
	:	Compatible de-ioniser
	:	Trial Kits for 1000 tests for LFT, KFT, Lipid Profile and controls
Terms & Conditions	:	comprehensive maintenance contract with UPS
	:	Must be a current model.
	:	assured supply of spares for 10 years at least

**TECHNICAL SPECIFICATIONS FOR “SEMI AUTOMATIC CHEMISTRY
ANALYSER”**

Optics	:	Static Photometer, range 340-700 nm 8 standard filters: 340, 405, 450, 505, 546, 578, 630 & 670 nm
Cuvette Options	:	Unique Triple Cuvette system 18 µl. with Peltier temperature Control (25 C, 30 C, 37 C)
Keyboard	:	Rugged, water proof; membrane panel
Photometric precision	:	Better than 1% CV
Printer	:	Built-in high resolution, with graphics capability, option for connecting external printer
Photometric Range	:	0-2.5 O.D.
Interface	:	RS232 port for host computer & centronics parallel port for external printer
Zero	:	Automatically set
Calibration	:	Automatic against standard
Power	:	70W, 230V/110 V \pm 10% 50 Hz.
	•	6 analytical modes, including Absorbance, Endpoint (linear & Non-Linear), Fixed Time, Kinetic & Coagulation with monochromatic or biochromatic reading.
	•	128 totally “open” test programmes, selectable through keyboard.
	•	Non-Linear curve plotting (with up to 6 standards) for hormone assays.
	•	Large 8 lines 40 characters, back-lit LCD display.
	•	User friendly software

Terms and conditions:

- Provision of UPS with a battery back up of at least 30 minutes.
- Assured supply of spares for 10 years at least.
- Satisfactory installation and free training of technicians. -
- Start up kits for 100 tests LFT, KFT, Lipid Profile. T F- L P/v