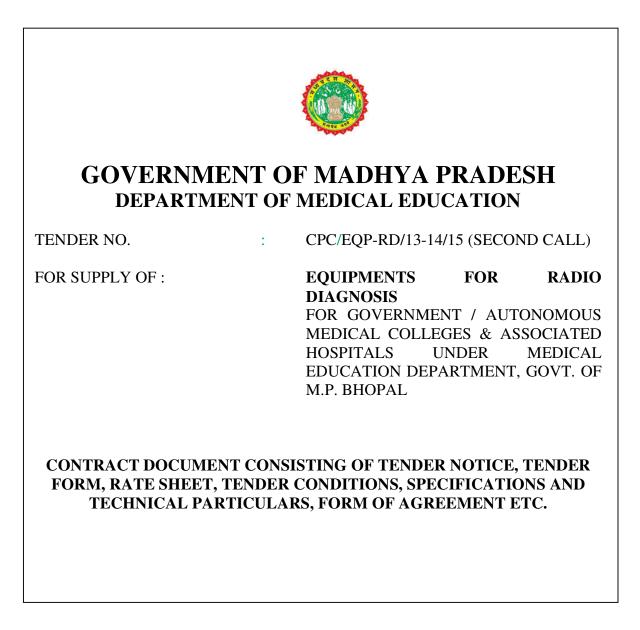
# **TENDER DOCUMENT**



ISSUING AUTHORITY CHAIRMAN, PURCHASE COMMITTEE & DEAN, M.G.M MEDICAL COLLEGE, A.B. ROAD INDORE (M.P.)

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# **GOVERNMENT OF MADHYA PRADESH** DEPARTMENT OF MEDICAL EDUCATION

#### NATIONAL COMPETITIVE BIDDING FOR THE SUPPLY OF EQUIPMENTS FOR RADIODIAGNOSIS FOR GOVERNMENT / AUTONOMOUS MEDICAL COLLEGES & ASSOCIATED HOSPITALS UNDER MEDICAL EDUCATION DEPARTMENT, BHOPAL, M.P. UNDER RATE CONTRACT

BID REFERENCE PRE BID MEETING

#### : CPC/EQP-RD/13-14/15 (SECOND CALL) : 06.07.2013 at 11:30 AM

Seq No	DME Stage	Contractor Stage	Start Date & Time	Expiry Date & Time
1	Tender Preparation and Release of NIT	-	27-06-2013 10:00	29-06-2013 20:00
2	-	Tender Purchase - Online	29-06-2013 20:01	21-07-2013 20:30
3	-	Tender Download	29-06-2013 20:01	22-07-2013 20:30
4	-	Submit Bid - Hash Online	29-06-2013 20:01	23-07-2013 20:30
5	Close for Bidding - Generation of Super Hash	-	24-07-2013 11:00	24-07-2013 13:00
6	-	Submit Bids Online - Re- encryption	24-07-2013 13:01	25-07-2013 20:30
7	Open EMD & Technical / PQ bid	-	27-07-2013 11:00	07-08-2013 10:00
8	Open Financial / Price-Bid	-	07-08-2013 11:00	14-08-2013 17:00

#### Key Dates : Single Submission MultiOpening With Prequalification

Last date for submission of original EMD and other relevant documents is 26.07.2013 upto 17:30 pm. All key dates are tentative and subject to be changed as per procurer requirement, all the information regarding this will be floated only on <u>http://dme.mpeprocurement.gov.in</u> portal.

PLACE OF OPENING OF BIDS

: Tender will be open online as per key dates at <a href="http://dme.mpeprocurement.gov.in">http://dme.mpeprocurement.gov.in</a>

ADDRESS FOR SUBMISSION OF	: Chairman, Purchase Committee & Dean
PHYSICAL TENDER DOCUMENTS	M.G.M. Medical College,
	A.B. Road, Indore – 452 001 (M.P.)
	Telephone: 0731-2438271, 2526112
	Fax : 0731-2514628
	Website: http://dme.mpeprocurement.gov.in,
	Email: cpc2013mgmmc indore@vahoo.com

Note: Tender can be downloaded from the website "<u>http://dme.mpeprocurement.gov.in</u> by making on line payment of Rs. 610/- (Rs. Six Hundred Ten only)

and

Cost of tender form in the form of DD of Rs.5,000/- in the name of Dean, M.G.M. Medical College, Indore payable at Indore (M.P.) should be submitted in a separate Envelope marked "Tender Fee" along with physical documents, failing which the tender will be rejected. Email: <u>cpc2013mgmmc.indore@yahoo.com</u>

#### GUIDELINES TO BIDDERS FOR IMPLEMENTATION OF e-PROCUREMENT SYSTEM IN DEPARTMENT OF MEDICAL EDUCATION, GOVERNMENT OF MADHYA PRADESH

#### http://dme.mpeprocurement.gov.in

Note: These conditions will over-rule the conditions stated in the tender documents, wherever relevant and applicable.

#### 1. Registration of Bidders on e-Procurement System:

All the Bidders (Contractors/Vendors) registered / intending to register with DEPARTMENT OF MEDICAL EDUCATION are required to register on the e-Procurement System on the website http://mpeprocurement.gov.in and get empanelled on http://dme.mpeprocurement.gov.in in order to participate in restricted tenders processed by DEPARTMENT OF MEDICAL EDUCATION using the e-Procurement System.

The Bidders (Contractors) registered with other departments who are also eligible to participate in tenders processed by DEPARTMENT OF MEDICAL EDUCATION are also required to be registered on the e-Procurement System on http://mpeprocurement.gov.in.

Bidders who are already registered on http://mpeprocurement.gov.in can use their existing User Id to login and participate in online tenders floated by DEPARTMENT OF MEDICAL EDUCATION

#### **Digital Certificates:**

The Bids submitted online should be signed electronically with a Class III Digital Certificate to establish the identity of the Bidder submitting the Bid online. The Bidders may obtain Class III Digital Certificates issued by an approved Certifying Authority authorized by the Controller of Certifying Authorities, Government of India.

A Class III Digital Certificate is issued upon receipt of mandatory identity proofs along with an Application Form. Only upon the receipt of the required documents, a Digital Certificate can be issued.

Note: It may take up to 4 working days for issuance of Class III Digital Certificate, hence the bidders are advised to obtain them at the earliest.

#### The Bidders may obtain more information on Digital Certificate from

NexTenders (India) Pvt. Ltd.

A - 6, Sahyog Parisar Opp. Makhanlal Chaturvedi University,

E - 8, Shahpura, Bhopal - 462 039 (M.P.) Ph. No.: 0755 - 407 50 10

Email: Bhopal@nextenders.com

#### **Important Note:**

Bid for a particular tender can be submitted during the ONLINE BID SUBMISSION stage only using the Digital Certificate that is used to encrypt the data and sign the hash during the ONLINE BID PREPARATION AND HASH SUBMISSION stage.

In case, during the process of a particular tender, the bidder looses his Digital Certificate because of any problem (such as misplacement, virus attack, hardware problem, operating system problem, etc.); he may not be able to submit his bid online.

Hence, the bidders are advised to keep their Digital Certificates in a safe place under proper security to be used whenever required.

The digital certificate issued to the Authorized User of a Partnership firm / Private Limited Company / Public Limited Company / Joint Venture and used for online bidding will be considered as equivalent to a no-objection certificate / power of attorney to that user.

In case of Partnership Firm, majority of the Partners have to authorize a specific individual through Authority Letter signed by majority of the Partners of the firm.

In case of Private Limited Company, Public Limited Company, the Managing Director / any other Person (having designated authority to authorize a specific individual) has to authorize a specific individual through Authority Letter.

Unless the certificate is revoked, it will be assumed to represent adequate authority of the specific individual to bid on behalf of the Organization for online tenders as per Information Technology Act 2000. This Authorized User will be required to obtain a Digital Certificate. The Digital Signature executed through the use of Digital Certificate of this Authorized User will be binding on the firm. It shall be the responsibility of Management / Partners of the concerned firm to inform the Certifying Authority, if the Authorized User changes, and apply for a fresh digital certificate for the new Authorized User.

#### 2. Set Up of Bidders' Computer System:

In order for a Bidder to operate on the e-Procurement System, the Computer System of the Bidder is required to be set up for Operating System, Internet Connectivity, Utilities, Fonts, etc. A help file on setting up of the Computer System can be obtained from e-Procurement Cell.

- 3. Publishing of N.I.T.: For the Tenders processed using the e-Procurement System, only a brief Advertisement related to the Tender shall be published in the newspapers and the Detailed Notice shall be published only on the e-Procurement System. The contractors can view the Detailed Notice and the time schedule for all the Tenders processed using the e-Procurement System on the website http://dme.mpeprocurement.gov.in
- 4. **Key Dates:** The Bidders are strictly advised to follow the time schedule (Key Dates) of the Tender for their side for tasks and responsibilities to participate in the Tender, as all the stages of each Tender are locked before the start time and date and after the end time and date for the relevant stage of the Tender as set by the concerned Department Official. However, it is advised to complete the required stage well in advance and not to wait for last date and time for processing.

#### 5. Online Processing Fee:

The Tender documents can be downloaded ONLY online. The Tender shall be available for download to the concerned eligible bidders immediately after online release of the Tender and upto the scheduled date and time as set in the key dates. The Bidders can submit the tender documents online by making online payment of online processing fee of Rs.610/- using the service of the secure electronic payments gateway (see point 6 below for further details), and should print out the system generated receipt for their reference which can be produced whenever required. Arrangements have been made for the Bidders to make payments online (Rs.610/-) via Debit Card / Internet Banking towards online processing fee.

#### 6. Electronic Payment Account:

As the tender documents shall be available for download only online, Bidders are required to pay the online processing fee online using the Online Payments Gateway Service integrated into the e-Procurement System.

For the list of available modes of electronic payments that are presently accepted on the Online Payments Gateway Service, please check the link 'List of e-Payments accepted Online' on http://mpeprocurement.gov.in.

# 7. Preparation of Bids and Submission of Bid Seals (Hashes) of Online Bids by the Bidders:

The Bidders have to prepare their Bids online, encrypt their Bid Data in the Bid Forms and submit Bid Seals (Hashes) of all the Envelopes and documents required to be uploaded related to the Tender as per the time schedule mentioned in the key dates of the Notice Inviting Tenders after signing of the same by the Digital Signature of their authorized representative.

#### 8. Generation of Super - Hash:

After the time of submission of Bid Seal (Hash) by the Contractors has lapsed, the bid round will be closed and the concerned Department Official shall generate a Tender Super – Hash which shall be digitally signed by the Department Official.

#### 9. Decryption and Re - Encryption Bids:

Bidders have to decrypt the Bid Data with their Digital Certificate and re-encrypt the Bid Data and also upload the relevant documents using Online Briefcase feature for which they had generated the Bid Seals (Hashes) during the Bid Preparation and Hash Submission stage within the specified time as stated in the time schedule (Key Dates). The encrypted data of only those Bidders who have submitted their Bid Seals (Hashes) within the stipulated time, as per the tender time schedule (Key Dates), will be accepted by the system. A Bidder who has not submitted Bid Seals (Hashes) within the stipulated time will not be allowed to decrypt and re-encrypt his Bid Data or upload the relevant documents.

#### 10. Submission of Earnest Money Deposit:

The Bidders shall submit their Earnest Money Deposit as usual in a physically sealed Earnest Money Deposit Envelope and the same should reach the concerned Office as stated in the Notice Inviting Tender by post.

The Bidders have to upload scanned copy of Earnest Money Deposit instrument along with the reference details.

#### **11. Opening of Tenders:**

The concerned Department Official receiving the tenders or his duly authorized Officer shall first open the online Earnest Money Deposit Envelope of all the Bidders and verify the scanned copy of the Earnest Money Deposit uploaded by the Bidders. He/She shall check for the validity of Earnest Money Deposit as required. He/She shall also verify the scanned documents uploaded by the Bidders, if any, as required. In case, the requirements are incomplete, the commercial and other Envelopes of the concerned Bidders received online shall not be opened.

The concerned Official shall then open the other Envelopes submitted online by the Bidders in the presence of the Bidders or their authorized representatives who choose to be present in the order of opening.

He/She will match the Bid Seal (Hash) of each Envelope and the documents uploaded, during the respective opening, with the hash submitted by the Bidders during the Bid Preparation and Hash Submission stage. In the event of a mismatch, the Bid Data in question shall be liable for a due process of verification by the Nodal Officer of e-Procurement System of DEPARTMENT OF MEDICAL EDUCATION.

## SECTION I : INVITATION FOR BIDS (IFB)

## **SECTION I : INVITATION FOR BIDS (IFB)**

Date : 29.06.2013

IFB No.: CPC/EQP-RD/13-14/15 (SECOND CALL)

- 1. For the requirement of Indore, Bhopal, Jabalpur, Gwalior, Rewa & Sagar Medical Colleges, Dental College & Associated Hospitals Under Medical Education Department, Government of Madhya Pradesh, Bhopal Chairman, Purchase Committee & Dean, M.G.M. Medical College Indore (M.P.) now invite online bids from eligible bidders for supply of Equipments For Radiodiagnosis under Rate Contract.
- 2. Bids may be submitted by the primary manufacturer or their authorized distributor or importer for and on behalf of the primary manufacturer provided the bid is accompanied by a duly notarized letter of authority from the primary manufacturer.

3.

a.	Price of bidding document		
	(Non refundable DD)	:	Rs. 5,000/-
	(D.D. in favour of Dean M.G.M. Medical Colleg	ge, Indore	payable at Indore )
b.	Pre Bid Meeting	:	06.07.2013
c.	Last date and time for submission of bids	:	As per online key dates

d. Date and time of opening of Bid (Envelope "D" & "A") : As per online key dates

e.	Place of opening of bids	:	at <u>http://dme.mpeprocurement.gov.in</u>
f.	Address of communication:		Chairman, Purchase Comittee & Dean, M.G.M. Medical College, A.B. Road, Indore (M.P.) – 452 001

- 4. Bidders may offer their bid online for any one or more Equipments For Radiadiagnosis. Bids will be evaluated for each equipment separately.
- 5. Bid and bid security as specified in the bid document must be delivered as per prescribed format for online and physical submission specified in notice and tender document.
- 6. Bids will be opened online in the presence of Bidder's representatives who choose to attend on the specified date and time fixed for opening the bid. Envelop D containing envelop A & B documents will be opened online as well as physically, out of which envelop A will be immediately opened. Documents together with contents of envelop A will be subject to scrutiny, those bidders whose documents and contents are as per tender conditions will only be deemed qualified for opening of technical bid. The date and time of opening of technical bid (envelop B) will be made available on website within a week of opening of bid and will be communicated online only at http://dme.mpeprocurement.gov.in
- 7. Price bid should be submitted online only. In case price bid is submitted manually bid will be out through rejected. Cost of tender form Rs.5,000/- (in the form of DD) should be submitted in separate Envelope marked "Tender Fee". EMD & Technical Bid will be submitted separately in separate sealed Envelopes. Technical Bid will be evaluated as per specification and National Competitive Bidding terms and conditions by the Technical Committee. Those bidders who qualify for the technical bid will be invited for demonstration whereable applicable of equipment on the day, date & place specified by R.C.A. The bidders will have to demonstrate the equipments on the date, day and place specified. Thereafter, Price Bid (Envelope C) will be opened online only for those bidders whose bid will be found technically responsive after demonstration. Opening of date of price bid will be communicated online at <a href="http://dme.mpeprocurement.gov.in">http://dme.mpeprocurement.gov.in</a> hence bidder are advised to visit web portal on day to day basis.
- 8. In the event of the date specified for bid receipt/opening being declared as closed / holiday, due date for receipt/opening of bid will be post poned online.
- 9. Supporting documents along with original EMD and cost of tender form has to be submitted by tenderer at Chairman, Purchase Committee & Dean office, M.G.M. Medical College, Indore (M.P.) on or before the time & date of submission as mentioned above.
- 10. Time of Completion of work within 8 weeks from the date of allotment letter.

CHAIRMAN, PURCHASE COMMITTEE & DEAN, M.G.M MEDICAL COLLEGE, A.B. ROAD INDORE (M.P.)

# <u>SECTION II :</u> INSTRUCTIONS TO BIDDER (ITB)

# SECTION II: INSTRUCTIONS TO BIDDER TABLE OF CLAUSES

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## A. Introduction

#### 1. Scope of Work

Govt. of Madhya Pradesh, Medical Education Department, requires Equipments For Radiodiagnosis for various Govt. / Autonomous Medical Colleges, Dental College & Associated Hospitals of Madhya Pradesh. Bid is issued for procurement of Equipments For Radiodiagnosis at competitive rates. After finalization of the bid, the contract will be awarded to successful bidders for supply of the items, during one year or till further order on rate contract basis on approved rates. Equipments are to be supplied & installed at various designated places like Indore, Bhopal, Jabalpur, Gwalior, Rewa & Sagar.

#### 2. Eligible Bidders

- 2.1 This invitation for Bids is open to all eligible bidders (Please refer guidelines to bidders for online eligibility mentioned above.)
- 2.2 Bidders should not be associated, or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Rate Contracting Authority to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the goods to the Rate Contracting Authority under this Invitation of Bids.
- 2.3 Government owned enterprises in the Rate Contracting Authority's country may participate only if they are legally and financially autonomous, if they operate under commercial law and if they are not a dependent agency of the Rate Contracting Authority.
- 2.4 The tenderers shall clarify/state whether he/they are manufacturer, accredited agent or sole representative indicating principals name & address. The offers of firms who are not manufacturer or direct authorized agent will be summarily rejected. Sub-distributors will not be accepted.

#### 3. Eligible Goods and Services

- 3.1 All goods and ancillary services to be supplied under the Contract shall specify their country of origin.
- 3.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced or from which the ancillary services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 3.3 The origin of goods and services is distinct from the nationality of the Bidder.

#### 4. Cost of Bidding

4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and Chairman, Purchase Committee & Dean M.G.M. Medical College, Indore hereinafter referred to as "The Rate Contracting Authority" will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

## **B.** The Bidding Documents

#### 5. Contents of Bidding Documents

- 5.1 The goods required, bidding procedures and contract terms are prescribed in the Bidding Documents. In addition to the Invitation for Bids, the Bidding Documents include:
  - a. Instructions to Bidders (ITB);
  - b. General Conditions of Contract (GCC);
  - c. Special Conditions of Contact (SCC);
  - d. Bid Form;
  - e. Annexure-I (Sales Tax Clearance Certificate);
  - f. Annexure-II (Manufacturer Authorization Form);
  - g. Annexure-III (Declaration / Undertaking Form);
  - h. Annexure-IV (Proforma for Performance Statement);
  - i. Annexure-V (Annual Turnover Statement);
  - j. Annexure-VI (Specifications of required EQUIPMENTS);
  - k. Annexure-VII (Performance Security Form);
  - 1. Annexure-VIII (Contract Agreement Form);
  - m. Annexure-IX (Details of Manufacturing Unit);
  - n. Annexure-X (Price Schedule); (should be quoted online only)
  - o. Annexure-XI (Price Schedule for AMC (without spare parts) / CMC (include free labour, repair, other services & spare parts); and
  - p. Annexure-XII (Detail of Service Centre in M.P.);
  - q. Annexure-XIII (Check List)
- 5.2 The Bidder is expected to examine all instructions, forms, terms, specifications and annexure in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in rejection of its bid.
- 5.3 The biding document is not transferable.

#### 6. Clarification of Bidding Documents

6.1 If wishes, a prospective Bidder requiring any clarification of the Bidding Documents shall contact the Rate Contracting Authority in writing at the Rate Contracting Authority's mailing address indicated in the invitation for Bids. The Rate Contracting Authority will respond in writing to any request for clarification of the Bidding Documents, which it receives not later than 15 days prior to the deadline fixed for submission of Bids and prescribed by the Rate Contracting Authority. Any

correspondence with Rate Contracting Authority seeking any clarification regarding any matter contained herein shall not compel the Rate Contracting Authority to suspend the implementation of provision given hereunder or shall not mean a promise to change any provision in this tender document.

#### 7. Amendment of Bidding Documents

- 7.1 At any time prior to the deadline fixed for submission of bids, the Rate Contracting Authority may, for any justifiable reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment.
- 7.2 Any addendum issued shall be part of Bidding Documents and all the prospective bidders will be notified of the amendment by post or publication, and will be binding on them. The same shall be uploaded on the designated website.
- 7.3 In order to allow reasonable time to prospective bidders in which to take the amendment into account in preparing their bids or for any other reason, the Rate Contracting Authority at its discretion, may extend the deadline for the submission of bids.

## **C. Preparation of Bids**

#### 8. Language of Bid

8.1 The Bid prepared by the Bidder, as well as all correspondence and documents, printed literature and leaflets relating to the bid exchanged by the Bidder and the Rate Contracting Authority shall be written in English / Hindi language.

#### 9. Documents comprising the Bid

- 9.1 The bid prepared by the Bidder shall comprise the following components:
  - a. A Bid Form and Price Schedule completed in accordance with ITB Clause 10, 11 and 12; **Price bid form should be filled online only. Technical Bid Envelope, EMD and cost of tender form instruments should be uploaded online as well as submitting hardcopies thereof.**
  - b. Documentary evidence established in accordance with ITB Clause 13 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;
  - c. Documentary evidence established in accordance with ITB Clause 14 that the goods and services to be supplied by the Bidder are eligible goods and services and conform to the Bidding Documents; and
  - d. Bid Security furnished in accordance with ITB Clause 15.

The Bidders shall submit their Earnest Money Deposit as usual in a physically sealed **Earnest Money Deposit** Envelope and the same should reach the concerned office as stated in the Notice Inviting Tender by post.

The Bidders have to upload scanned copy of Earnest Money Deposit instrument along with the reference details.

#### 10. Bid Form

10.1 The Bidder shall complete the Bid Form and shall also submit a hard copy thereof. The signing of Bid Form shall commit the Bidder to supply the ordered goods to the purchaser within 30 days of placing such order.

#### 11. Bid Prices

- 11.1 Bid has been called for the equipments/machines given in the specification in Technical Annexure VI. The bidder should quote the price online only for the equipments/machine offered for. The specifications of the equipments/machines should be brand new unit as per details given in Annexure-VI. Any variation found will result in the rejection of the tender. In any case if price bid submitted manually or in CD than tender will be rejected.
- 11.2 Prices (inclusive of Excise Duty / Custom Duty, transportation, packing, insurance, installation, loading-unloading, warranty, service charge, inspection, and any incidental charges, but exclusive of CST/VAT) should be quoted for each of the required equipments etc., separately on door delivery basis according to the unit ordered. Tender for the supply of equipments etc. with cross conditions like "AT CURRENT MARKET RATES" shall not be accepted. Handling, clearing, transport charges etc. will not be paid. The delivery should be made as stipulated in the supply order placed with successful bidders. Conditional tenders will not be accepted.(Please note that Price Bid/ Financial Proposal is mandate to be online only if submitted in hard copy or in CD bid will be rejected.)
- 11.3 Each bid must contain the unit price of each equipment in digits as well as alphabets. Any discrepancy between the figures and words, the amount written in words will prevail. The tenders should be digitally signed online. The tenderers should take care that the rates and amounts are written in such a way that interpolation is not possible, no blanks should be left which would otherwise, make the tender redundant.
- 11.4 The price quoted by the bidders shall not, in any case exceed the controlled price, if any, fixed by the Central/State Government and the Maximum Retail Price (MRP). Rate Contracting Authority at its discretion, will exercise, the right to revise the price at any stage, on lower side so as to confirm to the controlled price or MRP as the case may be. This discretion will be exercised without prejudice to any other action that may be taken against the bidder.
- 11.5 To ensure sustained supply without any interruption the Rate Contracting Authority, reserves the right to split orders for supplying the requirements among more than one bidder, provided the prices and other conditions of supply are equal.
- 11.6 The prices quoted and accepted will be binding on the bidder for the stipulated period (as per para I of introduction) and any increase in the price will not be entertained till the completion of this tender period or till further orders. Cross Conditions such as "SUBJECT TO AVAILABILITY" "SUPPLIES WILL BE MADE AS AND WHEN SUPPLIES ARE RECEIVED" etc., will not be considered under any circumstances

and the tenders of those who have given such conditions shall be treated as incomplete and Tender will be summarily rejected.

11.7 The price quoted should be inclusive of service tax (as per Govt. rules) on inspection and testing charges, which will be realized in advance from the bidders.

#### 12. Bid Currencies

12.1 Prices shall be quoted in **Indian Rupees.** 

#### 13. Documents establishing Bidder's eligibility and qualifications

- 13.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.
- 13.2 The documentary evidence of the Bidder's eligibility to bid shall establish to the Rate Contracting Authority's satisfaction.
- 13.3 The documentary evidence of the Bidder's qualifications to perform the Contract if its bid is accepted, shall establish to the Rate Contracting Authority's satisfactions:
  - a. Bids may be submitted by the primary manufacturer or their authorized distributor or importer for and on behalf of the primary manufacturer provided the bid is accompanied by a duly notarized letter of authority from the primary manufacturer. In case of authorized distributor the bidder should have minimum three years association with manufacturer. (as per authorization form given in Annexure II).
  - b. Documentary evidence for the Registration of the company with details of the Name, Address, Telephone Number, Fax Number, e-mail address of the firm and of the Managing Director / Partners / Proprietor and Name, Address, Telephone number, fax, e-mail of primary manufacturer.
  - c. The bidder shall submit printed original catalogues of primary manufacturer and any other technical documents like data sheet or operational manual of equipment with highlighting the features in portal along with the other documents. In catalogue, the quoted product no. and name should be highlighted and item code should also be written with catalogue, against which that product is quoted. These documents are also to be submitted in physical form before due date along with Bid security. Specification of equipments supplied should match the specification in catalogue.
  - d. The instruments such as power of attorney, resolution of board etc., authorizing an officer/person of the bidder should be submitted with the tender and such Authorized officer/person of the bidder should sign the tender documents.
  - e. Authorization letter nominating a responsible person of the bidder to transact the business with the Rate Contracting Authority.

- f. The Bidder/manufacturer should have atleast three years manufacturing / distributorship experience. The Bidder should submit a list of user of quoted equipments manufactured by the Principal Manufacturer for last three years. These list should also contain the supplies related to the Govt. hospital / Medical Colleges / Public Sector undertaking / Undertaking hospital and other institutions of repute. Bidder should submit details of installation in Annexure IV.
- g. The bidder should have at least one service centre in Madhya Pradesh, with a team of trained service engineer/technical staff the details in this regard as per Annexure-XII shall be submitted. In case at the time of tender service centre is not available in M.P., then he shall submit undertaking to establish the service centre before the award of contract. It shall be the duty of the seller to collect the equipment for repair / service & to replace it after such repair / servicing free of charge during warranty / guarantee period and will cover all such costs in the AMC / CMC.
- h. The bidder shall submit the specification's compliance / deviation report duly filled and signed which clearly bring out the deviation from the specification if any given in Annexure-VI.
- i. Sales Tax/VAT/CST Clearance certificate, as on 31.03.2010 / 31.03.2011 / 31.03.2012 (as per form attached in Annexure-I).
- j. Details of Manufacturing Unit I Annexure IX. The details containing the name and address of the premises where the items quoted are actually manufactured.
- k. Documents, if any, to show that the manufacturing unit/importer has been recognized, by WHO, UNICEF, ISO or any other Certificate etc.
- 1. The bidder shall furnish a notarized affidavit in the format given in Annexure-III declaring that the bidder accepts all terms and conditions of the tender.
- m. Annual turnover (i.e. turnover for each year separately) in the last three financial years shall not be less than Rs. One Crore for Manufacturer and Rs. Fifty Lacs for the authorized distributor. Annual turnover statement for 3 years submitted in the format given in Annexure-V certified by the Auditor/CA.
- n. In case of imported equipment IEC certificate of importer / bidder shall be submitted.
- o. The bidder should also submit national and international quality certificates like ISI/CE/C" mark/IEC standard or equivalent certificate of quoted product, if available.
- p. Concern / Company have not been debarred / blacklisted either by Rate Contracting Authority or by any State Government or Central Government Organization for the quoted product or as a whole. Affidavit to this effect shall be submitted by the concern / company.
- q. Leaflets, literatures, should invariably be attached for ready reference clearly marking the item code no.

r. All documents should be self attested and stamped.

#### 14. Documents establishing Goods Eligibility and Conformity to Bidding Documents

14.1 Pursuant to Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the Bidding Documents of all goods and services, which the Bidder proposes to supply under the Contract.

#### 15. Bid Security

- 15.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, the bid security which shall be Rs. 2.00 Lakhs (Rs. Two Lakhs). No concession / exemption shall be allowed. F.D.R. should be attached. Scan Copy of same instrument should be uploaded online too.
- 15.2 The bid security is required to protect the Rate Contracting Authority against risk of Bidder's business conduct which would warrant the security's forfeiture, pursuant to ITB clause 15.7.
- 15.3 The bid security shall be in Indian Rupees and shall be in form of Fixed Deposit for 18 months in favour of Dean, M.G.M. Medical College, Indore.
- 15.4 Any bid not secured in accordance with ITB Clause 15.1 and 15.3 above will be rejected by the Rate Contracting Authority as non-responsive, pursuant to ITB Clause 23.
- 15.5 Unsuccessful Bidder's bid security will be discharged / returned as promptly as possible upon the successful Bidders signing the Contract, pursuant to ITB Clause 31 or after the expiration of the period of bid validity prescribed by the Rate Contracting Authority pursuant to ITB clause 16. No interest is payable on bid security.
- 15.6 The successful Bidder's bid security will be discharged upon the Bidders signing the Contract, pursuant to ITB Clause 30, and furnishing the performance security, pursuant to ITB Clause 31. No interest is payable on bid security.

#### 15.7 **The bid security may be forfeited**:

- a. If a bidder
  (i) withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form;
- b. In case of a successful Bidder, if the Bidder fails:
  (i) to sign the Contract in accordance with ITB Clause 30; or
  (ii) to furnish performance security and Inspection Charges in accordance with ITB Clause 31.

#### **16.** Period of Validity of Bids

16.1 Quoted Prices of Bids shall be valid for 180 (One hundred eighty) days after the date of bid opening prescribed by the Rate Contracting Authority pursuant to ITB clause 21. A bid valid for a shorter period shall be rejected by the Rate Contracting Authority

as non-responsive. This price on acceptance shall remain fixed till contract period or till further order.

- 16.2 In exceptional circumstances, the Rate Contracting Authority 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. 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.
- 16.3 No bid may be modified subsequent to the deadline for submission of Bids.
- 16.4 No Bid may be withdrawn in the interval between the deadline for the submission of Bids and expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidders forfeiture of its bid security pursuant to ITB Sub-clause 15.7.

## **D. Submission of Bids**

#### 17. Bid Stages

17.1 Bid should be submitted in following system and should furnish the following documents failing which their bid shall not be accepted:-

#### **Envelope – A: Tender fee and E.M.D.**

#### (Tender fee in the form of D.D. only)

(1) The Bidders shall submit their Tender fee Rs.5,000/- in form of a Demand Draft in the name of "Dean, M.G.M. Medical College, Indore" payble at Indore in a separate physically sealed Envelope clearly marked "Tender Fee" and the same should reach the concerned office as stated in the Notice Inviting Tender by post. The Bidders have to upload scanned copy of the Tender fee in form of Demand Draft instrument along with the reference details..

#### (E.M.D. in the form of F.D.R. only)

- (2) The Bidders shall submit their Earnest Money Deposit as usual in a separate physically sealed Envelope and the same should reach the concerned office as stated in the Notice Inviting Tender by post. The Bidders have to upload scanned copy of Earnest Money Deposit instrument along with the reference details..
- (i) Fixed Deposit for 18 Months as bid security which shall be Rs. 2.00 Lakh (Rs. Two Lakh only) tendered for as E.M.D. issued by Nationalized bank in the name of the Dean, MGM Medical College, Indore, payable at Indore (refundable). (Any other example D.D. / Cheque will not be accepted).
  - Without submission of E.M.D. the tender will be summarily rejected as per rules.
  - In no case the tender cost fee should be mixed with E.M.D. amount. Fee cost is not refundable.

#### **Envelop – B: (Technical Bid)**

- (i) Technical bid should be submitted online as well as with two additional self certified copies (total 3 copies)\_for the quoted equipments etc. should be signed and stamped on each page. (ANNEXURE-VI). The bidder shall submit the specification's compliance / deviation report duly filled and signed which clearly bring out the deviation from the specification if any given in Annexure-VI. Format of technical bid is available in tender document and bidder should provide technical bid in MS office version 97 in C.D. and has to be submitted along with the hard copy by the bidder in Envelope B.
- (ii) List of name and address where supply of the quoted equipments has been made.
- (iii) Literature of original catalogue of the product attached for reference.
- (iv) Guarantee / warrantee.
- (v) Sales Tax/VAT/CST Clearance certificate, as on 31.03.2010, 31.03.11, 31.03.12 (as per form attached in Annexure-I).
- (vi) Annexure-II (Manufacturer Authorization Form)
- (vii) Annexure-III (Undertaking Form / Declaration Form)
- (viii) Annexure-IV (Proforma for Performance Statement). A list of user of quoted equipments by the Principal Manufacturer for last three years. These list should also contain the supplies related to the Govt. hospital / Medical Colleges / Public Sector undertaking / Undertaking hospital and other institutions of repute. Bidder should submit details of installation in Annexure IV.
- (ix) Annexure-V (Annual Turnover Statement)
- (x) Annexure IX (Details of Manufacturing Unit)
- (xi) Annexure XII (Details of Service Centre in M.P.)
- (xii) Registration Certificate of the company with details of the Name, Address, Telephone Number, Fax Number, e-mail address of the firm and of the Managing Director / Partners / Proprietor.
- (xiii) Authorization letter from manufacturer authorizing a person to transact a business with R.C.A.
- (xiv) The instruments such as power of attorney, resolution of board etc., authorizing an officer/person of the bidder should be submitted with the tender and such Authorized officer/person of the bidder should sign the tender documents.
- (xv) Market Standing Certificate issued by the Licensing Authority as a Manufacturer / distributor for each equipment quoted for the last 3 years. In case of direct importer, evidence for importing the said items for the last three years.
- (xvi) The bidder should also submit national & international quality certificates like ISI/CE/C ISO-9002, IP/BP etc" mark / IEC standard or equivalent certificate of quoted product, if available.
- (xvii) Concern / Company have not been debarred / blacklisted either by Rate Contracting Authority or by any State Government or Central Government Organization. Affidavit to this effect shall be submitted by the concern / company.
- (xviii) Original price Bid and other Form duly digitally signed online by authorized signatory and physical document as per Section V, duly sealed and signed by the bidder on each page for acceptance of Terms and Conditions.
- (xix) Bidders should have the registration under Commercial Tax Authority, Registration should be attached.

- (xx) Affidavit that the firm has no vigilance case / CBI case pending against him / supplier.
- (xxi) Affidavit that the firm has not supplied the same configuration / specification at the lower rate than quoted in the tender to any Govt. / Semi Govt. or any other organization.
- (xxii) Certificate for being in business or more than 3 years.
- (xxiii) Certificate for sole ownership / partnership and establishment relationship.
- (xxiv) Statement of good financial standing from bankers.
- (xxv) The printed original catalogues of primary manufacturer and any other technical documents like data sheet or operational manual of equipment with highlighting the features in portal along with the other documents. In catalogue, the quoted product no. and name should be highlighted, against which that product is quoted. These documents are also to be submitted in physical form before due date along with Bid security.
- (xxvi) In case of imported equipment IEC certificate of importer / bidder shall be submitted.
- (*xxvii*) A separate price list of all spares and accessories (including minor) required for maintenance and repairs in future after guarantee / warrantee period.
- (xxviii) Recurring expenditure on equipments.

Both envelops sealed in main envelop i.e. marked **ENVELOP-D** "TENDER FOR EQUIPMENTS ETC. FOR P.C." All the envelopes A, B, D must be Wax sealed using sealing Wax and official seal, sealed cello taped, moisture free and strong. All the enclosures and photocopies should be self certified and stamped.

- i. Reference No. of the tender \_\_\_\_\_
- ii. Tender regarding \_
- iii. Due date of submission of tender form
- iv. Due date for opening of the tender \_\_\_\_\_
- v. Name of the firm \_\_\_\_\_

#### <u>NOTE : TENDER SUBMITTED WITHOUT FOLLOWING THE ABOVE</u> <u>PROCEDURES WILL BE SUMMARILY REJECTED.</u>

**Envelop – C: (Financial Bid)** 

Financial Bid / Price Proposal should be submitted online only, in case if the price bid is sent physically or in CD as a soft copy the bid will be out through rejected.

Envelop – D: (Main Tender Envelop)

a. Envelop A & B.

#### **17.2 PRICE BID –**

The Bidder should furnish the following:-

i) The rate quoted online only as per unit (landed price) in Annexure-X (Suggested sample proforma of price schedule in this tender document is for inspection and not for physical submission or in CD) shall be inclusive of Excise Duty / Custom Duty, freight, packing, insurance, inspection & testing

charges etc. exclusive of VAT and should be F.O.R. point of installation on turn key basis.

- ii) The rate quoted in column 8 of Annexure-X should be filled online(Suggested sample proforma of price schedule in this tender document is for inspection and not for physical submission or in CD) should be for a unit and given specification. The Bidder is not permitted to change / alter specification or unit size given in the Annexure-X.
- iii) Bidder has to quote rates online only strictly for the items which are mentioned in the tender.
- iv) Rates quoted for items other than mentioned in the tender form then that particular item will not be entertained.
- v) The rates of each item should be quoted in figures as well as in words also otherwise the tender is liable to be rejected.
- vi) The bidder shall also quote charges for Annual Maintenance Contract (without spare parts) / Comprehensive Maintenance Contract (include free labour, repair, other services & spare parts) for the next five years after the expiry of five years warranty/gurantee period in Annexure-XI. AMC should be quoted for equipments costing upto Rs.5.00 Lacs and CMC should be quoted for equipments costing more than Rs.5.00 Lacs.
- vii) The bidder should quote equipments which will have guarantee / warranty of atleast 5 years, equipments which have less than 5 years warranty will not be entertained and so should not be quoted.
- viii) Bidder should show recurring expenditure of each equipment separately.
- ix) The price bid should be submitted online as prescribed in online form only. In case price bid / financial bid is submitted manually or in CD than bid will be rejected.

#### **18.** Deadline for Submission of Bids

- 18.1 Bids will not be accepted after the time and date specified in the invitation for Bids (Section I).
- 18.2 The Rate Contracting Authority may, as its discretion, extend the deadline for submission of bids by amending the Bid Documents in accordance with ITB Clause 7, in which case all right and obligations of the Rate Contracting Authority and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 18.3 The Rate Contracting Authority will not be responsible for any delay or non-receipt of tender documents.

#### 19. Late Bids

19.1 No Bid can be submitted after the last date and time of submission of bid.

#### 20. Modification and withdrawal of Bids

- 20.1 The Bidder may modify or withdraw their bid before Last Date and time of submitting bid hash online, before completing Submit Bid Hash Online stage. Once the said stage shows to be completed, no modifications can be made by bidder.
- 20.2 No bid may be modified subsequent to the deadline fixed for submission of bids hash online.
- 20.3 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form or any extension thereof. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to ITB Clause 15.7.

## **E. Bid Opening and Evaluation of Bids**

#### 21. Opening of Bids by the Rate Contracting Authority

Opening of Bid process:

- 21.1 Bid will be opened online as per key schedule on the day, date & place specified by the Rate Contracting Authority.
- 21.2 All bidders are entitled to be present at the date, time & place for opening of Bids.
- 21.3 Only one representative of each Bidder is entitled to remain present at the time of bid opening. Bidder's representative who is present shall sign a register evidencing his/her attendance. In the event of the specified date of Bid opening being declared a holiday for the Rate Contracting Authority, the Bids shall be opened at the appointed time and location on the next working day. Such representative must be present with original authority letter issued by the bidder with ID proof in support thereof.
- 21.4 Opening of bid will be sequential process.
- 21.5 Bids will be opened in the presence of Bidder's representatives who choose to attend on the specified date and time fixed for opening the bid. Envelop D containing envelop A & B documents will be opened, out of which envelop A will be immediately opened online and physically. Documents together with contents of envelop A will be subject to scrutiny, those bidders whose documents and contents are as per tender conditions will only be deemed qualified for opening of technical bid. The date and time of opening of technical bid (envelop B) will be made available on website within a week of opening of bid and will be communicated simultaneously to those who qualify for opening of bid. Technical and Price bid will be submitted online and envelope B will be submitted in hard copy too. Technical Bid will be evaluated as per specification and NCB terms and conditions by the Technical Committee. Those bidders who qualify for the technical bid will be invited for demonstration of equipment on the day, date & place specified by R.C.A. The bidders will have to demonstrate the equipments on the date, day and place specified, failing which their bid will be rejected. Thereafter, Price Bid (envelop C) will be opened online only for those bidders whose bid will be found technically responsive after demonstration. Opening of date of price bid will be communicated online only at

http://dme.mpeprocurement.gov.in those who qualify and will be displayed on the specified website.

- 21.6 The Bidders' names, presence or absence of the requisite bid security will be announced at the opening of Technical Bid.
- 21.7 Bidders who were found eligible on satisfying the criteria for technical evaluation and inspection by the technical committee can only be invited to be present at the date and time for opening of Price Bid of the tender.

#### 22. Clarification of Bids

22.1 During evaluation of bids, the Rate Contracting Authority may, at its discretion, ask the Bidder for clarification of its Bid. Any clarification submitted by a bidder in respect to its bid and that is not in response to a request by the Rate Contracting Authority shall not be considered. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted except to confirm the correction of arithmetic errors discovered by the Rate Contracting Authority in the evaluation of the bids.

#### 23. Preliminary Examination

- 23.1 The Rate Contracting Authority will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether all documents are there, whether the documents have been properly signed, and whether the bids are generally in order.
- 23.2 The Rate Contracting Authority may waive any minor informality or non-conformity or irregularity or omissions in a bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.
- 23.3 Prior to the detailed evaluation, pursuant to ITB Clause 24, the Rate Contracting Authority 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 documents, terms, conditions and specifications of the bidding documents without material deviations. The Rate Contracting Authorities determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 23.4 If a bid is substantially responsive, the Rate Contracting Authority may request that the bidder submit the necessary information or documentation, within a reasonable period of time to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omissions shall not be related to any aspect of the price of the bid. Failure of the bidder to comply with the request within the stipulated time may result in the rejection of its bid.
- 23.5 If a bid determined as not substantially responsive, it will be rejected by the Rate Contracting Authority and may not subsequently be made responsive by the bidder by correction of the non-conformity.

#### 24. Evaluation and Comparison of Bids

- 24.1 The Rate Contracting Authority will evaluate and compare the bids previously determined to be substantially responsive, pursuant to Clause 23. Bids will be evaluated with reference to various criteria as specified in bid document and one of such criteria is that the rate per unit of (landed price) i.e. rate per item for determining the  $L_1$  rate (Lowest rate).
- 24.2 Purchase will also be made from SC / ST firms as per Madhya Pradeh State Government rules.

#### 25. Contacting the Rate Contracting Authority

- 25.1 Subject to ITB Clause 22, no Bidder shall contact the Rate Contracting Authority on any matter relating to its bid, from the time of the bid opening to the time Rate Contract is awarded.
- 25.2 Any effort by a Bidder to influence the Rate Contracting Authority in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid. If the bidder wishes to bring additional information to the notice of the Rate Contracting Authority, it should do so in writing.

## **F. Award of Contract**

#### 26. Post Qualification

- 26.1 Based on the qualification criteria listed in ITB Clause 13, the Rate Contracting Authority will determine to its satisfaction whether the Bidder selected as having submitted the lowest evaluated responsive bid is qualified to satisfactorily perform the Contract.
- 26.2 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. Pursuant to ITB Clause 13, as well as such other information as the Rate Contracting Authority deems necessary and appropriate.
- 26.3 The Rate Contracting Authority shall ask for demonstration whereable applicable of the quoted equipment. The cost of demonstration shall be born by the bidder. Day, date & place of demonstration shall be decided by Rate Contracting Authority.
- 26.4 An affirmative determination will be prerequisite for award of the Rate Contract to the Bidder. A negative determination will result in rejection of the Bidder's bid in which event the Rate Contracting Authority will proceed to the next bid to make a similar determination of that Bidder's capabilities to perform the contract satisfactorily.
- 26.5 The tenderers shall demonstrate whereable applicable the quoted model of the equipments during the technical evaluation on the day, date & place specified.

#### 27. Award Criteria

27.1 Subject to ITB Clause 29 – The Rate Contracting Authority will award rate contract to the successful bidders on lowest evaluated prices or the price approved by the Purchase Committee.

#### 28. Purchaser's Right to vary Quantities

28.1 The details of the required equipments etc. are shown in Annexure-VI. The quantity mentioned is only the tentative requirement and may increase or decrease as per the decision of the Purchaser. The rates quoted should not vary with the quantum of the order or the destination.

# 29. Rate Contracting Authority's Right to Accept any Bid and to Reject any or all bids

29.1 The Rate Contracting Authority reserves the right to accept or reject the tender for the supply of all items of equipments or for any one or more of the items of equipments tendered for in a tender without assigning any reason, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Rate Contracting Authority's action.

#### **30.** Notification of Rate Contract

- 30.1 Prior to the expiration of the period of bid validity, the Rate Contracting Authority will notify the successful Bidder in writing by registered letter or fax or e-mail, that its bid has been accepted.
- 30.2 The notification of Rate Contract will constitute the formation of the Contract.
- 30.3 Upon the successful Bidder's signed Rate Contract pursuant to ITB Clause 31, the Rate Contracting Authority will promptly notify each unsuccessful Bidder and will discharges its bid security, pursuant to ITB Clause 15.
- 30.4 If, after notification of rate contract, a Bidder wishes to ascertain the grounds on which its bid was not selected, it should address it's request to the Rate Contracting Authority. The Rate Contracting Authority will promptly respond in writing to the unsuccessful Bidder.

#### **31.** Signing of Rate Contract (Agreement)

- 31.1 At the same time the Rate Contracting Authority will inform to the successful Bidder that its bid has been accepted the Rate Contracting Authority will send the Bidder the Rate Contract Form provided in the bidding document incorporating all agreements between the parties.
- 31.2 Within 10 days of receipt of the Notification of Rate Contract, the successful Bidder shall sign and date the Contract on a non-judicial stamp paper of value of Rs.100/- (stamp duty to be paid by the Bidder) and return it to the Rate Contracting Authority.

31.3 The validity of Rate Contract will be one year and may be extended for further period as agreed mutually unless revoked.

#### **32.** Performance Security & Inspection Charges

- 32.1 Within 15 days of the receipt of firm order from the Rate Contracting Authority or the date specified by the purchaser, the successful Bidder shall furnish the performance security and inspection charges in accordance with the Clause 7 & 8 of General Conditions of Contract.
- 32.2 Failure of successful bidder to comply with the requirement of ITB Clause 31 or ITB Clause 32.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security/previously deposited performance security and disqualify the firm to participate in the tender for the next five years.

#### **33.** Placement of Supply Order

- 33.1 After finalization of the contract, the successful bidders may be asked to submit the delivery schedule as per requirement of the Purchaser. While placement of orders, the schedule given to the bidders, along with the other conditions stated at ITB 27.1 will be considered.
- 33.2 To ensure sustained supply without any interruption the Purchaser, reserves the right to split orders for supplying the requirements among more than one L-1 bidder.

#### **34.** Corrupt or Fraudulent Practices

- 34.1 For the purpose of this provision, the terms set forth as follows:
  - (i) "Corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution, and
  - (ii) "Fraudulent practice" means a mis-presentation / hiding of facts in order to influence a procurement process or the execution of a contract to the detriment of the other bidders, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial noncompetitive levels and to deprive the other bidders of the benefits of free and open competition;
  - (iii) Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practice in competing for the contract in question.
  - (iv) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be allowed to participate, awarded a contract if at any time determines that the firm has engaged in corrupt or fraudulent practice in competing for, or in executing, a contract.
- 34.2 Furthermore, Bidders shall be aware of the provision stated in sub clause 21.4 of the General Conditions of contract.

# SECTION III: GENERAL CONDITIONS OF CONTRACT (GCC)

## SECTION III: GENERAL CONDITIONS OF CONTRACT (GCC)

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## **General Conditions of Contract**

### 1. **Definitions**

- 1.1 In this Contract, the following terms shall be interpreted as indicated:
  - (a) "Rate Contract" means the agreement entered into between the Rate Contracting Authority and the Supplier, as recorded in the Contract Forms signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein for supply of material in agreed time period.
  - (b) "Price" means the price payable to the Supplier for the full and proper performance of its contractual obligations.
  - (c) "Goods" means all the equipments etc., 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, and other obligations of the Supplier covered under the Contract.
  - (e) "GCC" means the General Conditions of Contract contained in this section.
  - (f) "SCC" means the Special Conditions of Contract.
  - (g) "The Purchaser" means the The Deans of Govt. Medical Colleges and Associated Hospitals of Indore, Bhopal, Gwalior, Jabalpur, Rewa & Sagar purchasing the goods, as named in SCC.
  - (h) "The Purchaser's Country" is the country named in SCC.
  - (i) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.
  - (j) "Chairman, PC" means Chairman, Purchase Committee which is Dean, M.G.M. Medical College, Indore
  - (k) "Rate Contracting Authority" means the Chairman, Purchase Committee.
  - (1) "The Project Site" where applicable, means the place or places named in SCC.
  - (m) "Day" means calendar day.

#### 2. Applications

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

## 3. Country of Origin

- 3.1 All goods and services supplied under the Contract shall be specified their country of origin.
- 3.2 For purpose of this Clause "origin" means the place where the Goods are mined, grown or product, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembling of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 3.3 The origin of Goods and Services is distinct from the nationality of the Supplier.

#### 4. Standards

- 4.1 The Goods supplied under this Contract shall confirm to the standards mentioned in the Technical Specifications and when no applicable standard is mentioned, latest standards agreeable to Rate Contracting Authority should be supplied.
- 4.2 Genuine Equipments For Radiodiagnosis must be supplied. Tenderers should indicate the source of supply i.e. name & address of the manufacturers from whom the items are to be imported.
- 4.3 While quoting the rates of Equipments of Radiodiagnosis as enclosed list, the name of the manufacturer, must be mentioned otherwise the tender is liable to be rejected.
- 4.4 The rates of every item should be quoted from standard and well reputed firms / companies and they should be minimum possible.
- 4.5 For Equipments for Radiodiagnosis means should bear quality assurance certification like ISO 9002 of CE Mark of ISI standardization.
- 4.6 Software and Hardware Update Free Digital Up-date of software (all update) upto 5 years.
- 4.7 Voltage stabilizer & digital technology should be supplied with the equipments required it.
- 4.8 Technical specification of equipments / work mentioned is basic, however, equipments of higher specifications may be quoted at no extra cost.
- 4.9 No change in make/manufacturer will be allowed at the time of supply. Changes resulting out of technology upgradation of the same manufacturer can be permitted at no extra cost.
- 4.10 Operator's and service manual must be enclosed along with the equipment.
- 4.11 Names of the institution in India, where quoted equipment / work has been supplied / installed / done during last three years must be attached. Also number of units sold in India must be informed in writing.

- 4.12 The Bidders are not allowed to quote for equipments / components with less than desire specification. Deviation from specification on lower / negative side shall not be considered if at any time during evaluation / after supply of equipments / components are found below specification EMD / performance guarantee shall be forfeited and action will be taken for black listing.
- 4.13 Latest models which fulfills this tender's specifications must be quoted.
- 4.14 An affidavit of the manufacturer duly notarized on Non Judicial stamp paper must be enclosed to guarantee supply of all spare parts for 5 years beyond guarantee / warranty period must be enclosed. The manufacturer must submit an authorized price list of genuine spare parts / standard parts and must also mention in the above affidavit that they will ensure sending any revised price list in the event of award of contract which requires AMC / CMC.
- 4.15 Tenders of refurbished equipments / machineries will not be accepted. The bidder must give an affidavit on a duly notarized Non judicial stamp paper that the quoted equipment / machine is not refurbished.

## 5. Use of Contract documents and information

- 5.1 The supplier shall not, without the Rate Contracting Authority'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 Rate Contracting Authority in connection therewith, to any person other then a person employed by the supplier in performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extent only so far as may be necessary, for purposes of such performance.
- 5.2 The Supplier shall not, without the Rate Contracting Authority's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for the purposes of performing the Contract.
- 5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Rate Contracting Authority and shall be returned (in all copies) to the Rate Contracting Authority on completion of the Supplier's performance under the contract if so required by the Rate Contracting Authority.

## 6. Patent Rights

6.1 The Supplier shall indemnify the Rate Contracting Authority against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

## 7. Performance Security

7.1 The supplier shall furnish performance security in the amount specified in SCC 2.1 to the purchaser as specified in GCC 1.1 (g).

- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 7.3 The Performance Security shall be denominated in Indian Rupees and shall be in the form of FDR/Bank Guarantee of Nationalized Bank located in India in the prescribed form provided in bidding document or another acceptable to the purchaser in favour of Purchaser till completion of warranty period.
- 7.4 The performance security will be discharged by the purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's satisfactory performance obligations, including warranty obligations, unless specified otherwise in SCC.

#### 8. Inspection and Tests

If purchaser wishes:

- 8.1 The purchaser or its representative shall have the right to inspect and/or test the Goods to confirm their conformity to the contract. The Special Conditions of Contract and/or the Technical Specification shall specify what inspections and tests the purchaser requires and where they are to be conducted. The purchaser shall notify the Supplier in writing of the identity of any representatives retained for these purposes.
  - (i) The Supplier shall notify the purchaser or its representative at least 10 days prior to the date when Goods are available for inspection.
  - (ii) The Supplier will provide to the purchaser or its representative all reasonable facilities for the conduct of such inspections and tests at no additional cost to the purchaser. The Supplier may seek an independent quality test report for batch ready for shipment. The cost of such tests will be borne by the Supplier.
  - (iii) Where the Supplier contests the validity of the rejection by the purchaser or his representative, whether based on product or packing grounds, a sample drawn by the Inspection Authority will be forwarded for analysis to an independent technical inspection. The Finding, which will be promptly obtained, will be final and biding on both the parties. The cost of umpire analysis will be borne by the losing party.
  - (iv) The Purchaser's right to inspect, test and where necessary, reject the Goods after the Goods arrival in at Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the purchaser or its representative prior to the Goods shipment from the country of origin.
  - (v) Nothing in Clause 8 shall in any way release the supplier from any warranty or other obligations under this Contract.

## 9. Packing

- 9.1 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 temperatures, 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 the absence of heavy handling facilities at all points in transit.
- 9.2 The packing marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the contract including additional requirements, if any, specified in SCC, Technical specification and in any subsequent instruction ordered by the Purchaser.

#### **10.** Delivery and Documents

- 10.1 The supply should be completed within 30 days for indigenous equipment and 120 days for imported equipments from the date of supply order unless otherwise specified in the supply order. Purchaser will place order by fax &/or e-mail &/or speed post.
- 10.2 It shall be the responsibility of the Supplier to make good for any shortage/damage at the time of receipt at designated place.
- 10.3 The details of shipping and/or other documents to be furnished by the Supplier are specified in SCC.
- 10.4 The delivery of Equipments for Radiodiagnosis should be made at the point / place specified by the Purchaser in Purchase Order.
- 10.5 The successful bidders should strictly adhere to the following delivery schedule Supply, Installation & Commissioning on turn key basis should be effected within a fortnight from the date of supply and this clause should be strictly adhere to failing which necessary administrative action as deemed fit under rules will be taken against the defaulter.
- 10.6 Supply must be toto i.e. not in fraction.

#### 11. Insurance

11.1 The Goods supplied under the contract shall be fully insured in Indian Rupees against the loss or damage incidental to manufacture, acquisition, transportation, storage, delivery, installation and test running in the manner specified in SCC.

## **12.** Transportation

12.1 Where the Supplier is required under the Contract to transport the Goods to project site, including insurance as shall be specified in the Contract shall be arranged by the Supplier, and the related cost shall be included in the Contract Price.

- 12.2 The loss or damage of material whatsoever, whether insured or not, during transit shall be made good by bidder free of charge, failing which the losses will be deducted from their bill / performance security.
- 12.3 Wharf age, demurrages etc. on account of incorrect or delayed dispatch of material or documents shall be the responsibility of the supplier and shall be recovered from his bill / performance security.

#### 13. Warranty

- 13.1 The Bidder shall provide on site warranty/gurantee of the equipment for the period of five years from the date of installation. Warranty will cover services, repairs, maintenance, replacement of spare parts, broken / damaged / worn out spare parts and other services free of cost during the whole warranty period of five years. The warranty shall also include "on call service" which should not exceed 48 hours from the date of lodging of complaint. The purchaser shall have the right to get the work done at the cost of bidder's responsibility, if machine is not repaired within 48 hours.
- 13.2 The Purchaser shall promptly notify the Supplier in writing of any claims arising under the warranty.
- 13.3 Upon receipt of such notice, the Supplier shall, with all reasonable speed, replace the sub standard equipments, without cost to the Purchaser.
- 13.4 If the Supplier, having been notified, fails to remedy the defect(s) within seven days, the Purchaser may proceed to take such remedial actions as may be necessary, at the Supplier's risk and expense and will have right to impose penalty without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.
- 13.5 The stores supplies shall be strictly in accordance with the Specifications / Standards and shall be of the best quality. The stores are demanded to carry the Supplier's own guarantee of the items by the consignee.
- 13.6 If at any time during/after the supply if equipment is not found as per specification, sub standard or refurbished the bidder shall replace defective equipment at his own cost, immediately, failing which the total amount is recoverable from him and he will be black listed.
- 13.7 UPTIME GUARANTEE: The firm should provide uptime guarantee of 95%.

#### 13.8 **Downtime penalty Clause**:

During the Guarantee / Warranty period, desired uptime of 95% of 365 days (24 hours), if downtime exceeds 5%, penalty in the form of extended warranty, double the number of days for which the equipment goes out of service will be applied. The vendor must undertake to supply all spares for optimal upkeep of the equipments for at least 10 years after handing over the unit to the Institute. If accessories /other attachment of the system are procured from the third party , then the vendor must produce cost of accessory/other attachment and the AMC / CMC from the third party separately along with the main offer and the third party will have to sign the AMC /

CMC with the Purchaser if required. In no case instrument should remain in non – working condition for more than 5 days, beyond which a penalty of 0.2 %(zero point two percent) of machine cost will be charged per day. The Principals or their agents are required to submit a certificate that they have satisfactory service arrangements and fully trained staff available to support the uptime guarantee.

- 13.9 **Guarantee / Warranty period**: The tenderers must quote for 5 years warranty from the date of completion of the satisfactory installation. The Warranty charges shall not be quoted separately otherwise the offer shall be summarily rejected. Also the Bidders should submit their quote for subsequent 5 years AMC (without spare parts) / CMC (include free labour, repair, other services & spare parts). Failure to comply this condition will entail the rejection of the Bids. The price comparison shall be made taking into account on basic price and post warranty AMC / CMC. The Rate Contracting Authority reserves the right to award AMC / CMC. A.M.C. (without spare parts) shall be quoted for equipments costing upto Rs.5.00 Lacs and C.M.C. (include free labour, repair, other services & spare parts) shall be quoted for equipments costing upto Rs.5.00 Lacs and C.M.C. (include free labour, repair, other services & spare parts) shall be quoted for equipments costing upto Rs.5.00 Lacs and C.M.C. (include free labour, repair, other services & spare parts) shall be quoted for equipments costing upto Rs.5.00 Lacs and C.M.C. (include free labour, repair, other services & spare parts) shall be quoted for equipments costing upto Rs.5.00 Lacs and C.M.C. (include free labour, repair, other services & spare parts) shall be quoted for equipments costing above Rs.5.00 Lacs. So the price of AMC / CMC should be quoted according to the cost of equipment.
- 13.10 **SPARE PARTS**: The separate list of all spares and accessories (including minor) required for maintenance and repairs in future after guarantee / warrantee period must be attached / enclosed along with the sealed quotation. If any spares & accessories other than the list attached/enclosed by the firm are required for future repair it will be borne by the firm only. The spare parts should be of standard quality. The bidder must take guarantee of availability of supply of spare parts upto 5 years beyond the warranty / gurantee period and must submit affidavit as per GCC clause 4.13.
- 13.11 **TRAINING**: Training of equipments within the stipulated time should be done by the suppiler at his cost. The time & place of training shall be stipulated by purchaser. Training should be of 2 doctors and 2 technicians of user department.
- 13.12 The Tenderers should clearly indicate the name of the Manufacturers, country of origin, place of shipment / air freightment etc.
- 13.13 Local agents quoting on behalf of their foreign suppliers must attach authority letter in their favour.
- 13.14 Successful tenderers will have to furnish performance Bank Guarantee for 10% contract value from any Nationalized Bank valid for the warranty period.
- 13.15 The rates quoted for the Stores/Equipments, under the reference, by the supplier shall in no event exceed the lowest price at which the suppliers of the Stores / Equipments of identical description are made to any other person / organization / institution during the period and should attach an undertaking (duly notarized).

- 13.16 Equipment should be brand new & of latest technology along with digital technique wherever applicable.
- 13.17 The Rate Contracting Authority reserves the right to increase the accessories and their numbers, payment will be made only for ordered accessories.

#### 14. Payment

- 14.1 The method and conditions of payment to be made to the Supplier under the contract shall be specified in the SCC.
- 14.2 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 the service performed, and by documents, submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the contract.
- 14.3 Payments shall be made by the Purchaser after submission of the claim by the Supplier. All sincere efforts will be made for payment of due amount which has been submitted to the purchaser within 30 days unless the situation being out of control of the purchaser. Proforma invoice should also be submitted.
- 14.4 Payment shall be made in Indian Rupees.
- 14.5 The payment of the claim / bill will be made after deduction of VAT as per rules of M.P. Commercial Tax Act Section 34 and other taxes from the bill.
- 14.6 No payment shall be made for rejected Stores. Rejected items must be removed by the supplier within two weeks of the date of rejection at their own cost and replace immediately. In case these are not removed these will be auctioned at the risk and responsibility of the suppliers without any notice.
- 14.7 Supply of equipments means installation and commissioning and also test running at site. No separate charges will be paid separately on this account.
- 14.8 Payment will be made after installation, commissioning and successful test running at the site, due verification and subsequent satisfactory report of the user department.

#### 15. Prices

- 15.1 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.
- 15.2 Recurring expenditure of the machine / equipment should be mentioned.

#### 16. Change orders

16.1 The Rate Contracting Authority may at any time, by written order given to the Supplier pursuant to GCC Clause 29 make changes within the general scope of the Contract in any one or more of the following:

- 1. the method of shipping or packing, installation;
- 2. Any other terms & conditions in public interest.
- 16.2 If any such change causes an increase or decrease in the cost of, or the time required, for the Supplier's performance of any provision under the Contract, and equitable adjustment shall be made in the Contract Price or delivery schedule or both and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within fifteen (15) days from the date of the Supplier's receipt of the Purchaser's change order.
- 16.3 The Purchase Orders on approved rates will be placed by the Purchaser.

#### **17.** Contract Amendments.

17.1 Subject to GCC Clause 16, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by both the parties.

#### 18. Assignment

18.1 The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.

#### **19.** Delays in the Supplier's Performance

- 19.1 Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in the Supply order.
- 19.2 If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the Goods and performance of the Service, 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.
- 19.3 Except as provided under GCC Clause 22, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 20, unless an extension of time is agreed upon pursuant to GCC Clause 19.2 without the application of liquidated damages.

#### 20. Liquidated Damages

20.1 Subject to GCC Clause 22, if the Supplier fails to deliver any or all the Goods or to perform the services within the period(s) specified in the supply order, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed goods or unperformed services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of percentage specified in SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 21.

#### **21.** Termination for Default

Contract may be terminated by the Rate Contract Authority if:

- 21.1 If the supplier fails to execute the supply within the stipulated time, the Purchaser is at liberty to make alternative purchase, in the event of making ALTERNATIVE PURCHASE, the supplier will be imposed penalty apart from the forfeiture of Performance Guarantee. The excess expenditure over and above contracted prices incurred by the Purchaser in making such purchases from any other sources or in the open market or from any other supplier who has quoted higher rates and other losses sustained in the process, shall be recovered from the Performance Security or from any other money due and become due to the Supplier and in the event of such amount being insufficient, the balance will be recovered personally from the Supplier. The penalty would be as under:
  - a. First extension  $31^{st}$  day for indigenous equipment and  $121^{st}$  days for imported equipments thereof from the date of issue of supply order -3% of supplied ordered item.
  - b. Second & maximum after 45 days for indigenous equipment and 135 days for imported equipments from the date of issue of supply order -5% of supplied ordered item.
  - c. The order will be deemed cancelled after expiry of 60 days for indigenous equipment and 150 days for imported equipments from the issue date.
- 21.2 The order may be cancelled after expiry of delivery period as mentioned in the supply order and the supplier shall also suffer forfeiture of the Performance Security and shall invite other penal action like blacklisting / disqualification from participating in present and future tenders.
- 21.3 Rate Contracting Authority will be at liberty to terminate by assigning justifiable reason thereof the contract either wholly or in part on one month notice. The Supplier will not be entitled for any compensation whatsoever in respect of such termination.
- 21.4 If the Supplier, in the judgment of the Rate Contracting Authority has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

#### For the purpose of this Clause.

"**Corrupt practice**" means offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

"**Fraudulent practice**" means a mis-presentation / hiding of facts in order to influence a procurement process or the execution of a contract to the detriment of the other bidders, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial noncompetitive levels and to deprive the other bidders of the benefits of free and open competition.

21.5 For infringement of the stipulations of the contract or for other justifiable reasons, the contract may be terminated by the Rate Contracting Authority, and the supplier shall be liable for all losses sustained by the Rate Contracting Authority, in consequence of the termination which may be recovered personally from the supplier or from his properties, as per rules.

- 21.6 Non performance of any of the contract provisions will disqualify a firm to participate in the tender for the next five years.
- 21.7 In all the above conditions, the decision of the Rate Contracting Authority shall be final and binding.

#### 22. Force Majeure

- 22.1 Not with standing the provision of GCC Clause 19, 20, 21, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, penalty 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.
- 22.2 For purpose of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Rate Contracting Authority either in its sovereign or contractual capacity, wars or revolution, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 22.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Rate Contracting Authority in writing with adequate proof of such conditions and the cause thereof. Unless otherwise directed by the Rate Contracting Authority in writing the Supplier continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by Force Majeure event.

#### **23.** Termination for insolvency

23.1 The Rate Contracting Authority may at any time terminate the contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Rate Contracting Authority.

#### 24. Termination for Convenience

- 24.1 The Rate Contracting Authority, by written notice sent to the Supplier, may 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 Rate Contracting Authority's convenience, the extent to which performance of the Supplier under the contract is terminated, and the date upon which such termination become effective.
- 24.2 The Goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination shall be accepted by the Rate Contracting Authority at the Contract terms and prices. For the remaining Goods, the Rate Contracting Authority may elect:
  - i) to have any portion completed and delivered at the Contract terms and prices; and / or

ii) 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.

#### **25.** Resolution of Disputes

- 25.1 The Rate Contracting Authority and the Supplier for the rate contracts & purchaser and supplier for supply order, supply, delivery and payment and other issues shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the Contract.
- 25.2 If, after thirty (30) days from the commencement of such informal negotiations, the Rate Contracting Authority and the Supplier & 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 formal mechanisms specified in the SCC. These mechanisms may include, but are not limited to, conciliation mediated by a third party, adjudication in an agreed national or international forum, and/or international arbitration.
  - i. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the goods under the contract.
  - ii. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in SCC.
- 25.3 Notwithstanding any reference to arbitration herein the parties shall continue to perform their respective obligations under the contract unless they otherwise agree.

#### 26. Limitation of Liability

- 26.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6.
  - i. the supplier shall not be liable to the Rate Contracting Authority, whether in contract, tort, or otherwise, for any indirect or consequential clause or damage, loss of use, loss of production or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the suppliers to pay liquidated damages to the Rate Contracting Authority, and
  - (ii) the aggregate liability of the supplier to the Rate Contracting Authority, whether under the contract, in tort or otherwise, shall not exceed the total ordered price, provided that this limitations shall not apply to the cost of replacing sub-standard/defective goods.

#### 27. Governing Language

27.1 The contract shall be written in English language. Subject to GCC Clause 28, English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

#### 28. Applicable Law

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

#### **29.** Notices

- 29.1 Any notices given by one party to the other, pursuant to this Contract, shall be sent to other party in writing, confirmed in writing to the other Party's address specified in SCC.
- 29.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

#### **30.** Taxes and Duties

- 30.1 In case of any enhancement in Excise Duty due to notification of the Government after the date of submission of tenders and during the tender period, the quantum of additional excise duty so levied will be paid extra, if the rates of excise duty prevailing at the time of tender, has been shown extra and actually paid by the supplier. For claiming the additional cost on account of the increase in Excise Duty, the supplier should produce a letter from the concerned Excise authorities for having paid additional Excise Duty on the goods supplied to Purchaser and also must claim the same in the invoice separately.
- 30.2 Suppliers shall be entirely responsible for all taxes, duties license fees, octroi, road permits, etc. incurred until delivery of the contracted Goods to the Purchaser. However, Sales tax/VAT (not surcharge in lieu of Sales Tax/VAT) in respect of the transaction between the Purchaser and the Supplier shall be payable extra, if so stipulated in the supply order.

#### 31. Fall Clause

- 31.1 Prices charged for supplies under Rate Contract by the supplier should in no event exceed the lowest prices at which he offers to sell or sells the stores of identical description to any other State Government / DGS & D/ Public Undertaking during the period of the contract.
- 31.2 If at any time during the period of contract, the price of tendered items is reduced or brought down by any law or Act of the Central of State government, the supplier shall be bound to inform Rate Contracting Authority immediately about such reduction in the contracted prices, in case the supplier fails to notify or fails to agree for such reduction of rates, the Rate Contracting Authority will revise the rates on lower side. If there is a price increase for any product after quoting the rates, the bidder will have to supply the item as per quoted rates. This office will not accept any higher rates after wards.

- 31.3 If at any time during the period of contract, the supplier quotes the sale price of such Equipments or sells such Equipments to any other State Govt. / DGS&D and Public Undertakings at a price lower than the price chargeable under the rate contract he shall forthwith notify such reduction to Rate Contracting Authority and the prices payable under the rate contract for the Equipments supplied from the date of coming into force of such price stands correspondingly reduced as per above stipulation however reduction shall not apply to :-
  - (a) Export by the supplier
  - (b) For all contracts entered into prior to the date of the tender or for any backlog of pending orders.
- 31.4 Within six months of the commencement of the rate contract and at the rate contract period a certificate in the following forms will have to be submitted by the supplier :-

I/We certify that the stores of description identical to the store supplied to the Govt. of M.P. under the contract herein have not been sold by me/us to any other State Govt. / Central Govt. / DGS & D / Public Undertaking during the period of the rate contract of Madhya Pradesh under the contract / except for the quantity of under sub-clause (a) & (b) of the clause 31.3.

#### 32. Jurisdiction

- 32.1 In respect of all disputes or claims related with Rate Contracts out of or under this contract, Indore Court alone shall have jurisdiction to entertain the same.
- 32.2 In respect of all disputes or claims related with Supply, Payments and any other out of or under this contract, the concerned Court of Purchaser's place shall have jurisdiction to entertain the same.

CHAIRMAN, PURCHASE COMMITTEE & DEAN, M.G.M MEDICAL COLLEGE, A.B. ROAD INDORE (M.P.)

SECTION IV : SPECIAL CONDITIONS OF CONTRACT (SCC)

# <u>SECTION IV :</u> <u>SPECIAL CONDITIONS OF CONTRACT (SCC)</u>

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# **Special Conditions of Contract**

The following special conditions of contract shall supplements the general conditions of contract whenever there is a conflict, the provisions herein shall prevail, over those in the general conditions of contract the corresponding clause numbers of the general conditions is indicated in parentheses.

#### 1. **Definitions (GCC Clause 1)**

GCC 1.1 (g) (a)	The Purchaser is concerned Deans / Principal / Superintendents of various Govt. / Autonomous Medical Colleges, Dental College and Associated Hospitals of Madhya Pradesh which is also Good's Receiving Authority.
GCC 1.1 (i) (b)	The Supplier is the individual or firm supplying the Goods and Services under this Contract.
GCC 1.1 (h) (c)	The Purchaser Country is India.
GCC 1.1 (l) (d)	The project site is as per supply order.

#### 2. **Performance security (GCC Clause 7)**

- 2.1 The supplier shall be required to pay 10% performance security of the order value or maximum Rs. 15 lac which ever is less. The performance security should be paid upfront in respect of each supply order or before the due date fixed by the Purchaser, valid up to the end of guarantee / warranty period for performance obligations including warranty obligations.
- 2.2 Substitute clause 7.4 of the GCC by the following.

The performance security will be discharged by the Purchaser and returned to the supplier not later than 60 days following the date of completion of the supplier's satisfactory performance obligations including the warranty obligations under the contract.

2.3 Add as clause 7.5 to the GCC the following:-

In the event of any contract amendment, the supplier shall, within 07 days of receipt of such amendment furnish the amendment to the performance security, rendering the same valid for the duration of the contract as amended for further period of 60 days thereafter.

#### **3.** Inspection and tests (GCC Clause 8)

If purchaser wishes:

A. The inspections shall be carried out by the appointed Technical Committee or Inspection Agency at the premises of the suppliers / godown or stores of the supplier / at point of delivery / installation. Inspection and testing charges for the above purpose shall be borne by the supplier.

- B. Inspection note will be issued by the inspection committee verifying the specification, performance, details of accessories supplied with the machine, test certificate issued by the respective authority etc. as decided by the purchasing committee.
- C. The machine will be dispatched only after the inspection procedure has been followed and inspection note issued to accept the consignment.
- D. The consignee may also draw the sample, at random, from the consignment within 45 days of their receipts, and get them re-tested to satisfy whether the lots conform to the laid down specification. In the event of the sample failing to conform to specification, the consignee shall reject the batch of supply and inform the supplier for arranging replacement of the rejected batches at his own cost.
- E. When the inspection conducted on the premises of the supplier, all reasonable facilities and assistance including access to drawing and production data shall be furnished to the inspectors at no charge to the Purchaser.
- F. In the event of the sample of EQUIPMENTS failing quality test and found to be not as per specification the Purchaser is at liberty to make alternative purchase of the items, of EQUIPMENTS for which the supply orders have been placed, from any other sources or in the open market or from any other suppliers who might have quoted higher rate at Bid and the cost of the supplier and in such cases the Purchaser has every right to recover the excess cost from supplier's performance security.
- G. If any items of equipments supplied by the supplier have been partially or wholly used or consumed after supply and are subsequently found to be in bad order, unsound, inferior in quality or description or otherwise faulty or unfit for consumption and if payment had already been made to him then the contract price or prices of such articles or things will be recovered from the supplier,. The supplier will not be entitled to any payment, whatsoever, for items of equipments found to be NOT OF STANDARD QUALITY whether consumed or not and the purchaser is entitled to deduct the cost of such equipments from any amount payable to the supplier. On the basis of nature of failure, the product / supplier will be moved for black listing.
- H. For equipments labelled as NOT OF STANDARD QUALITY, the concerned administration will be informed for initiating necessary action against the supplier and that product shall be banned / black listed and no further supplies will be accepted from him till he is legally discharged. The supplier shall also not be eligible to participate in tenders for supply of such equipments for a period of five subsequent years.

# 4. Annual (without spare parts) (AMC) / Comprehensive (include free labour, repair, other services & spare parts) Maintenance Contract (CMC) & Training

- 4.1 The Bidder shall also quote charges for Annual (without spare parts) / Comprehensive (include free labour, repair, other services & spare parts) Maintenance Contract for the next five years after the expiry of five years warranty period in Annexure-XII.
- 4.2 The bidder shall provide operational training to Technician staff / operator for minimum of 3 days by the expert or as instructed at the time of agreement.
- 4.3 The bidder should take guarantee of the availability of all spare parts for a minimum period of 10 years from the date of installation.
- 4.4 Genuine equipments and instruments etc. should be supplied. Tenderers should indicate the source of supply i.e. name and address of the manufacturers from whom the items are to be imported.

#### 5. Packing (GCC Clause 9)

Add as clause 9.3 of the GCC of the following:-

Packing Instructions: The Supplier will be required to make separate packages for each Consignee. Each package will be marked on three sides with proper paint/indelible ink, the following:

(i) Project (ii) Contract No. (iii) Country of Origin of Goods (iv) Supplier's Name; and (v) Packing list reference number.

- 5.1 Packing should be able to prevent damage or deterioration during transit.
- 5.2 In the event of items of equipments supplied found to be not as per specifications in respect of their packing, the Purchaser is at liberty to make alternative purchase of the items of equipments for which the supply orders have been placed from any other sources or in the open market or from any other bidder who might have quoted higher rates at the risk and the cost of the supplier and in such cases the Purchaser has every right to recover the cost and imposes penalty as mentioned in GCC clause 21.1.

#### 6. Delivery and documents (GCC Clause 10)

Upon delivery of the goods, the supplier shall submit the following documents to the Purchaser.

- (i) Three copies of the supplier invoice showing Goods description, quantity, unit price, and total amount.
- (ii) Acknowledgement of receipt of goods from the consignee(s).
- (iii) Installation certificate signed by respective consignee.
- (iv) Manufacturer's / supplier's warranty certificate.

- (v) Inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and
- (vi) Certificate of origin.
- (vii) Photocopy of all test report of all equipments etc. should be submitted with every delivery challan.

#### 7. Insurance (GCC Clause 11)

For delivery of goods at site, the insurance shall be obtained by the supplier in an amount equal to the value of the goods from final destinations as specified in the supply order of "All Risks" basis including war Risks and strike.

Should any loss or damage occurs, the supplier shall:

- (a) Initiate and pursue claim till settlement, and
- (b) Promptly make arrangement for replacement of any damaged item/s irrespective of settlement of claim by the underwriters.

#### 8. Payments (GCC Clause 14)

Payment for goods and services shall be made in Indian Rupees as follows:-

- 8.1 No advance payments towards cost of equipments etc. will be made to the supplier.
- 8.2 All payments shall be made by way of crossed cheques drawn in favour of the supplier.
- 8.3 All bills / invoices should be raised in triplicate in the name of Concerning Purchaser.
- 8.4 Payment will be made after completion of supply of goods / service on turn key basis as per supply order, installation, commissioning and successful test running at the site, due verification and subsequent satisfactory report of the user department. Payments shall be made by the Purchaser after submission of the claim by the Supplier. All sincere efforts will be made for payment of due amount which has been submitted to the purchaser within 30 days unless the situation being out of control of / unforeseen for the purchaser. Proforma invoice should also be submitted.
- 8.5 FALL CLAUSE: If, at any time, during the said period, the supplier reduce the said prices of such Stores/ Equipment or sales such stores to any other person/organization at a price lower than the chargeable, he shall forthwith notify such reduction or sale to the PURCHASER and the price payable for the Stores supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced.

#### 9. Prices (GCC Clause 15)

Substitute clause 15.1 of the GCC with the following:

Prices payable to the supplier as stated in the contract shall not be subject to adjustment during performance of the contract

#### 10. Liquidated damages & deduction in payment (GCC Clause 20)

10.1 For delay :

Substitute GCC clause 20.1 by the following:

Subject to GCC clause 20, if the supplier fails to deliver any or all 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, deduct from the contract price as liquidated damages, as shown below of the delivered price of the delayed goods or unperformed services for each week of delay or part thereof until actual delivery or performance up to maximum deduction of 5% of the delayed goods or services contract price. Once the maximum is reached, the purchaser may consider termination of the contract.

- A. First penalty:  $31^{st}$  day for indigenous equipment and  $121^{st}$  days for imported equipments from the date of issue of supply order 3% of supply ordered item.
- B. Second penalty: After additional 45 days for indigenous equipment and 135 days for imported equipments from the date of issue of supply order -5% of supply ordered item.
- C. The order will be deemed cancelled after expiry of 60 days for indigenous equipment and 150 days for imported equipments from the issue date
- 10.2 Purchaser has every right to receive supply even after expiry of delivery period as mentioned in the supply order and in such case, liquidated damages will be levied @ 3% of the delivery price of the delayed goods or unperformed services for each week of delay or part thereof until actual delivery or performance.
- *10.3* Supply in damaged condition shall not be accepted. In case of damage in the packing, the supply will be accepted only after levying penalty or replacement of damaged supply on the total value of supply to that particular / other designated place.
- 10.4 Supply must be in toto i.e. not in fraction.

#### **11.** Resolution of disputes (GCC Clause 25)

Add as GCC clauses 25.4 and 25.5 the following:

- 25.4 The dispute resolution mechanism to be applied pursuant to GCC clause 25 shall be as follows:
  - (a) In case of dispute or difference arising between the Rate Contracting Authority / Purchaser and supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The Next Higher Authority shall be the Arbitrator.
- 25.5 The Venue of Arbitration shall be at concerned place of next higher authority of R.C.A. / Purchaser.

#### 12. Notices (GCC Clause 29)

:

For the purpose of all notices, the following shall be the address of the Rate Contracting Authority & Purchaser and supplier:

Rate Contracting Authority:	The Chairman, Purchase Committee &
	Dean, M.G.M. Medical College,
	Indore (M.P.)

Purchaser

- 1. Dean, M.G.M. Medical College, A.B.Road, Indore
- 2. Dean, Gandhi Medical College, Bhopal
- 3. Dean, Gajra Raja Medical College, Gwalior
- 4. Dean, Shyam Shah Medical College, Rewa
- 5. Dean, N.S.C.B. Medical College, Jabalpur
- 6. Dean, Bundelkhand Medical College, Sagar
- 7. Principal, Dental College, A.B. Road, Indore
- 8. Jt. Director cum Superintendent, M.Y. Hospital, MYH Road, Indore
- 9. Superintendent, Govt. Cancer Hospital, Near MY Hospital, Indore
- 10. Superintendent, Chacha Nehru Bal Chikitsalaya Avum Anusandhan Kendra, Behind MY Hospital, Indore
- 11. Superintendent, Mental Hospital, Banganga, Indore
- 12. Superintendent, Hamidia Hospital, Bhopal
- 13. Superintendent, Sultania Zanana Hospital, Bhopal
- 14. Superintendent, Jayarogya Hospital, Gwalior
- 15. Superintendent, Mental Hospital, Gwalior
- 16. Superintendent, S.G.M. Hospital, Rewa
- 17. Superintendent, N.S.C.B. Medical College Hospital, Jabalpur
- 18. Superintendent, Govt. Medical College Hospital, Sagar

Supplier : (To be filled at the time of Contract Signature)

#### **13.** Supplier Integrity

The supplier is responsible for and obliged to conduct all contracted activities in accordance with the contract using state-of-the-art methods and economic principles and exercise all means available to achieve the performance as specified in the contract.

#### 14. Supplier's obligations

The supplier is obliged to work closely with the R.C.A. & Purchasers staff, act within its own authority and abide by directives issued by the Purchaser and implementation activities.

The supplier will abide by the job safety measures prevalent in India and will free the purchase from all demands or responsibilities arising from accidents or loss of life the cause of which is the supplier's negligence. The supplier will pay all indemnities arising from such incidents and will not hold the Purchaser responsible or obligated.

The supplier is fully responsible for managing the activities of its personnel or sub contracted personnel and will hold itself responsible for any misdemeanors.

The Supplier will treat all data and information about the Rate Contracting Authority / Purchaser, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Rate Contracting Authority / Purchaser.

#### **15.** Patent right (GCC Clause 6)

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of goods or any part thereof in the Purchaser's country, the supplier shall act expeditiously to extinguish such claim. If the supplier fails to comply and the Purchaser is required to pay compensation to a third party resulting from such infringement, the supplier shall be responsible for the compensation including all expenses court cost and lawyers fees. The Purchaser will give notice to the supplier of such claim, if it is made, without delay.

#### 16. Progress of Supply

Supplier : (To be filled at the time of Contract Signature)

-----

Supplier shall regularly at every 7 days interval shall intimate item wise progress of supply in writing, to the Purchaser as under:

- Quantity offered for inspection and date :
- Quantity accepted / rejected by inspecting agency and date:
- Quantity dispatched / delivered to consignee and date :
- Quantity where incidental services have been satisfactorily completed with date :
- Quantity where rectification / replacement effected / completed on receipt of any communication from consignee / Purchaser with date :

(In case of state-wise inspection, details required may also be specified).

#### CHAIRMAN, PURCHASE COMMITTEE & DEAN, M.G.M MEDICAL COLLEGE, A.B. ROAD INDORE (M.P.)

SECTION V Ref. Clause No. 17.1(p) of ITB

#### **BID FORM**

#### Date : 29.06. 2013 Tender No. CPC/EQP-RD/13-14/15 (SECOND CALL).

To,

Chairman, Purchase Committee & Dean, M.G.M. Medical College A.B.Road, Indore (M.P.)

I/We, the undersigned, declare that:

- i. I/We have examined the bidding documents including Addenda Nos. ..... (insert numbers), the receipt which is hereby acknowledged.
- ii. I/We have gone through all terms and conditions of the tender document before submitting the same. I/We hereby agree to all terms and conditions as stipulated in the tender document and offer to supply and deliver ...... (Brief description of equipments) in conformity with the bidding documents in accordance with the schedule of prices attached herewith and made part of this bid.
- iii. I/We undertake, if our bid is accepted, to deliver the goods in accordance with delivery period specified in the supply order.
- iv. I/We agree to abide by this bid for a period of 180 (numbers) days after the date fixed for bid opening and shall remain binding upon us and may be accepted at any time before the expiration of that date.
- v. If our bid is accepted, we commit to deposit a performance security in accordance with GCC clause 7 & SCC clause 2 for the due performance of the contract.
- vi. Until a formal contract is prepared and executed, this bid together with your written acceptance thereof and your notification of rate contract shall constitute a binding contract between us.
- vii. I/We undertake if at any time, it is found that any information furnished by us to the Rate Contracting Authority, either in our bid or otherwise, is false, the Rate Contracting Authority servers the right to terminate the contract without assigning any reasons, forfeiting the bid security or performance security and blacklisting us for a period of 5 years.
- viii. I/We understand that you are not bound to accept the lowest or any bid you may receive.
- ix. I/We hereby submit our tender for the
- x. I/We now enclosing herewith the E.M.D. No.\_\_\_\_\_ dated \_\_\_\_\_
- xi. I/We have noted that overwritten entries shall be deleted unless duly cut & re-written and initialed.
- xii. Tenders are duly signed (No thumb impression should be affixed).
- xiii. I/We undertake to sign the contract / agreement, if required, within 15 (fifteen) days from the date of issue of the letter of acceptance, failing which our/my security money deposited may be forfeited and our/my name may be removed from the list of suppliers.

Dated this ...... day of ..... 2013.

(Signature) ......(in the capacity of :.....)

Duly authorized to sign for and on behalf of .....

Witness 1

Witness 2

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# TABLE OF ANNEXURES

#### FORM OF CERTIFICATE OF SALES TAX / VAT VERIFICATION TO BE PRODUCED BY AN APPLICANT FROM THE CONTRACT OR OTHER PATRONAGE AT THE DISPOSAL OF THE GOVERNMENT OF MADHYA PRADESH

#### (To be filled up by the applicant)

- 01. Name of style in which the applicant is addressed or assessable to sales tax / VAT addresses or assessment.
- 02. a. Name and address of all companies , firms or associations or persons in which the applicant is interested in his individual or fiduciary capacity
  - b. Places of business of the applicant (all places of business should be mentioned)
- 03. The Districts, blocks and division in which the applicant is assessed to sales tax / VAT (all places of business should be furnished)
- 04. a. Total contract amount or value of patronage received in the preceding three years
  - 2009-10 2010-11 2011-12
  - b. Particular of sales Tax / VAT for the preceding three years

Year	Total T.O. (Turnover) be assessed (Rs)	Total Tax assessed (Rs)	Total Tax Paid (Rs)	Balance due (Rs)	Reasons for Balance (Rs)
2009-10					
2010-11					
2011-12					

- c. If there has been no assessment in any year, whether any returns were submitted? if yes, the division in which the returns were sent?
- d. Whether any penal action or proceeding for the recovery of Sales tax / VAT is pending?
- e. The name and address of Branches, if any :

I declare that that the above information is correct and complete to the best of my knowledge and belief.

Signature of Applicant: Address: Date:

#### (To be filled up by the Assessing Authority)

In my opinion, the applicant mentioned above has been / has not been / doing everything possible to pay the tax demands promptly and regularly and to facilitate the completion of pending proceeding.

Date Seal : Deputy / Asstt. Commercial Tax – Officer Deputy Asstt.

Note: A separate certificate should be obtained in respect of each of the place of business of the applicant from the deputy commercial tax officer or Assistant commercial tax officer having jurisdiction over that place.

#### ANNEXURE – II Ref. Clause No. 17.1 (q) of ITB

#### **MANUFACTURER'S AUTHORIZATION LETTER**

No..... Dated.....

To,

Dear Sir,

Tender No.:

We \_\_\_\_\_\_ an established and reputable Manufacturers of \_\_\_\_\_\_ having factories at \_\_\_\_\_\_ and \_\_\_\_\_ do hereby agree to supply \_\_\_\_\_\_ confirming to the required specification and required quantity to M/s \_\_\_\_\_\_ (Bidder) as offered by them to supply against the above stated Tender. This is also certified that M/s \_\_\_\_\_\_ is our authorized distributor / importer since \_\_\_\_\_\_ (month & year should filled), and his performance is satisfactory.

We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract for the supply against this invitation for Bid by the above firm.

Yours faithfully,

(name)

for and on behalf of M/s \_\_\_\_\_ (Name of manufacturers)

Note: This letter should be signed by a person competent and having authority to sign on behalf of manufacturer, and should be duly Notarized.

#### ANNEXURE – III Ref. Clause No. 17.1 (T) of ITB

### **DECLARATION / UNDERTAKING**

I/We/ M/s.\_\_\_\_\_\_ represented by its Proprietor / Managing Partner / Managing Director having its Registered Office at \_\_\_\_\_\_\_ and its Factory Premises at \_\_\_\_\_\_ do declare that I/We have carefully read all the conditions of tender in Ref. No.\_\_\_\_\_\_ for supply of equipment, floated by the Purchase Committee, and accept all conditions of Tender.

I/We agree that the Purchaser has rights of forfeiting the Bid Security and or Performance Security Deposit and blacklisting me/us for a period of 7 years if any information furnished by us proved to be false at the time of inspection and not complying to the tender conditions.

Signature of the Bidder

Name & Address in capital letters with Designation

To be duly Notarized.

**ANNEXURE – IV** Ref. Clause No. 17.1(e) of ITB

# PROFORMA FOR ITEMWISE LIST OF INSTALLATIONS IN LAST THREE YEARS OF THE MANUFACTURER'S

Name of the Manufacturer \_\_\_\_\_

Sl. 1 No.	Name of installed machines and model	Name of the Purchaser & address with phone number i	Date of Quantity nstallation
	1	2	3
4			
1			
2			
2			
3			
4			
5			
5			
6			
7			
8			
9			
10			
11			
10			
12			

Signature and seal of the Bidder

#### Annexure-V Ref. clause No. 13.3(l) of ITB

# ANNUAL TURNOVER STATEMENT

The annual Turnover of M/s ..... For the past three years are given below and certified that the statement is true and correct.

Sr No.	Year	Turnover in Crores (Rs)
1.	2009-10	
2.	2010-11	
3.	2011-12	

Turnover in Crore (Rs.)

Date :

Seal:

Signature of Auditor/ Chartered Accountant

(Name in Capital)

#### **ANNEXURE-VI** Ref. Clause No. 11.1 of ITB

# **SPECIFICATIONS OF EQUIPMENTS**

Tender No.

Sr No	Item Code	Name of Item / Equipment	Specification Required by Purchaser	Make & Model	Specification as quoted by bidder	Compliance / Deviations

#### **ANNEXURE-VII** Ref. Clause No. 7.3 of GCC

## PERFORMANCE SECURITY FORM

 To:
 (Name of Purchase)

 Whereas
 (Name of Supplier)

hereinafter called "the supplier" has undertaken , in pursuance of Contract No. ...... dated..... 2009 to supply ...... [ description of goods and related 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 Suppliers 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 needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the ..... day of ..... 2013 .

Signature and Seal of Guarantors
Date2013 Full Address of the Bank:
Telephone No
Fax No
Email Address

# CONTRACT AGREEMENT FORM (Tender No.\_\_\_\_)

THIS CONTRACT AGREEMENT made the ......day of ...... 2013 between Rate Contracting Authority (Chairman, Purchase Committee and Dean, M.G.M. Medical College, Indore M.P.) (Name of Rate Contracting Authority) of India (country of Rate Contracting Authority) (hereinafter called "the Rate Contracting Authority") of one part and M/s ...... (name of supplier) of ...... (city and country of supplier) (hereinafter called "the supplier") of the other part :

**WHEREAS** the Rate Contracting Authority invited bids for certain goods and ancillary services viz. EQUIPMENTS (Brief description of goods" and services) and has accepted a bid by the supplier for the supply of those goods and services.

#### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1. In this agreement words and expression shall have the same meaning as are respectively assigned to them in the conditions of contract referred to :
- 2. The following documents shall constitute the contract between the Rate Contracting Authority\_and the supplier, and each shall be read and construed as an integral part of the contract :
  - a. This contract agreement :
  - b. Instructions of contract :
  - c. General conditions of contract :
  - d. Special conditions of contract :
  - e. Technical Specifications :
  - f. The supplier's bid and original price schedules
  - g. The Rate Contracting Authority's notification of rate contract.
- 3. This contract shall prevail all other contract documents. In the event of any discrepancy or inconsistency with the contract documents, then documents shall prevail in the order listed above.
- 4. In consideration of the payments to be made by the Purchaser to the supplier as hereinafter mentioned, the supplier hereby covenants with the Purchaser to provide

the goods and services and to remedy defects therein in conformity in all respects with the provisions of the contract.

5. The Purchaser hereby covenants to pay the supplier in consideration of the provision of the goods and services and the remedying of defects therein, the contract price or such as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

Brief particulars of the goods and services which shall be supplied / provided by the supplier are as under:-

Sr No.	Item Code	Item Description	Unit	F.O.R. Rate per unit (Rs.)*

\* The above rates are inclusive of excise duty, transportation, insurance, inspection & testing charges and any incidental charges, but exclusive of CST/VAT.

- 6. The prices shall be valid for one year from the date of agreement, unless revoked and thereafter for a further period as agreed upon mutually.
- 7. The supplier shall agree to deposit inspection and testing charges and service tax as per tender conditions, in advance by cash / demand draft, against the value of supply order.
- 8. The supplier shall agree to deposit 10% performance security, along with as mentioned at point no. 7 (above), in advance by FDR / Bank Guarantee, against the value of particular supply order for a period of 18 months.
- 9. The suppliers are not authorized to supply material directly to any state Govt. / Semi Govt. / any other organization on the rate lower than the rate contract.
- 10. The supplier shall supply the goods directly to the indentor / purchaser at the address given in the supply order.
- 11. The supplier shall raise bills directly in the name of indenting officer / purchaser against the supplies made directly by them to the indentor's satisfaction in compliance with the conditions contained in the supply order.
- 12. The supplier shall receive payment against its bill directly from the indenting department / purchasing department. In case of Non-payment for the supplies made by supplier, they will demand payment directly from the department / indentor concerned and in no case Purchase Committee shall be responsible for the consequence for delayed payment or non-payment.

13. The supplier shall carefully read all the conditions of tender for supply of equipment, floated by the Purchase Committee, and accept all terms and conditions in the tender document. Signing this contract means that the supplier has read all the terms and conditions and abide by it.

**IN WITNESS** whereof the parties hereto have caused this agreement to be executed in accordance with their respective laws the day and year first above written.

That, in token of this agreement, both parties have today affixed their signature at Indore. Signed, Sealed and delivered by the Said ...... (For the RATE CONTRACTING AUTHORITY) In the presence of: ...... Signed, Sealed and Delivered by the Said ...... (For the supplier) In the presence of: ......

# DETAILS OF MANUFACTURING UNIT / AUTHORIZED DISTRIBUTORS

Name of the Tenderer & Full Address	:
(Whether manufacturer / authorized distri	butor)

PAN number	:
Phone Nos.	:
Fax No.	:
E-mail Address	:
Date of Inception	:
Equipments Manufacturing / Distribution Li	cense No & Date
Issued by	:
Valid upto	:
CST / VAT Registration No.	:
If bidder is authorized distributor then name, address, telephone, fax of authorized manufacturer.	:

Name & Designation of Authorized Signatory

:

Signature of the Authorized Signatory

# The details of manufacturing unit / authorized distributor shall be for the premises where items quoted are actually manufactured / stoked.

#### **ANNEXURE-X** Ref. Clause No. 17.2 of ITB

## **PRICE SCHEDULE**

Sr No	Item Code	Name of the Equipm ent / Item	Name of Manufa cturer	Make & Model No.	Rate per Unit (Landed price) (Inclusive of excise / custom duty, transportation , insurance, service charges, inspection charges and any incidental charges etc.)	Amount of Transportat ion, Insurance, Service charges, Inspection charges (included in quoted rate per unit)	Rate of Excise / Custom Duty (included in quoted rate per unit)	Rate of CST/ VAT as applicable
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

Place:

Date:

Signature Name in Capital Letters Designation

Note: This format of price schedule is a sample for the Bidders. Price schedule should be submitted online only in the prescribed format and price schedule should not be submitted in physically or in form of CD, otherwise bid shall be rejected.

# PRICE SCHEDULE FOR ANNUAL (WITHOUT SPARE PARTS) /COMPREHENSIVE (INCLUDE FREE LABOUR, <u>REPAIR, OTHER SERVICES & SPARE PARTS)</u> <u>MAINTENANCE CONTRACT</u> (A.M.C. / C.M.C. ) AFTER EXPIRY OF WARRANTY

# (RATES SHOULD BE QUOTED IN PERCENTAGE OF THE VALUE OF THE MACHINE)

Sr No	SME Code No.	Name of the Equipment	For first year with spare	For second year with	For third year with spare parts	For fourth year with spare parts	For fifth year with spare parts
			parts & labour	spare parts & labour	& labour	& labour	& labour
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

Place:

Date:

Signature Name in Capital Letters Designation

Note: This format of price schedule is a sample for the Bidders. Price schedule should be submitted online only in the prescribed format and price schedule should not be submitted in physically or in form of CD, otherwise bid shall be rejected.

# DETAIL OF SERVICE CENTER IN M.P.

S.	City	Name & Place of	Address,	No. of Service	Remark
No.		Service Center	Telephone, Fax	Engineer with	
			& email	Name / Mobile	
				No.	
1	Indore				
2	Bhopal				
3	Gwalior				
4	Jablapur				
5	Rewa				
6	Sagar				

Name & designation of the authorized Signatory

Signature of the authorized signatory

#### **CHECK LIST FOR TERMS AND CONDITIONS FOR EQUIPMENTS**

Check list for Terms and Conditions (To be filled by the bidder and submitted along with the bid) Page No. must be mentioned against each serial.

# <u>All non notarized documents except EMD must be self attested together with official seal .</u>

Sequence for	Documents	Check	If, Yes
online upload		Yes /	Page
of document		No	No.
Upload 1	1. Annexure – I (Sales Tax Clearance Certificate)		
Upload 2	2. Annexure-II (Manufacture Authorization Form)		
Upload 3	3. Annexure – III (Declaration / Undertaking Form)		
Upload 4	4. Annexure – IV (Proforma for Performance Statement)		
Upload 5	5. Annexure – V (Annual Turnover Statement)		
Upload 6	6. Annexure – VI (Specification of require Equipments)		
	with two additional self certified copies duly signed and		
	stamped on each page		
Upload 7	9. Annexure – IX (Details of Manufacturing Unit)		
To be filled	10. Annexure – X (The Price Schedule)		
online only			
To be filled	11. Annexure – XI (Price Schedule for AMC/CMC)		
online only			
Upload 8	12. Annexure – XII (Details of Service Centre in M.P.)		
Upload 9	13. Registration Certificate of the company with details		
	of the Name, Address, Telephone Number, Fax		
	Number, e-mail address of the firm and of the		
II 1 110	Managing Director / Partners / Proprietor.		
Upload 10	14. Authorization letter from manufacturer authorizing a		
Italaad 11	person to transact a business with R.C.A.		
Upload 11	15. The instruments such as power of attorney, resolution of board etc., authorizing an		
	resolution of board etc., authorizing an officer/person of the bidder should be submitted		
	with the tender and such Authorized officer/person		
	of the bidder should sign the tender documents.		
Upload 12	16. Market Standing Certificate issued by the Licensing		
opioud 12	Authority as a Manufacturer / distributor for each		
	equipment quoted for the last 3 years. In case of		
	direct importer, evidence for importing the said		
	items for the last three years.		
Upload 13	17. The bidder should also submit national &		
1	international quality certificates like ISI/CE/C ISO-		
	9002, IP/BP etc" mark / IEC standard or equivalent		
	certificate of quoted product, if available.		
To be	18. The bidders have to submit name of the items, its		
submitted	code no. for which they are quoting in the price bid.		
physically only	Such names and items code of the items should be		
	submitted along with the technical bid, failing which		
	the tenderer's price bid will not be opened. The		
	Bidder has to submit Name of Item and its code		

	number.		
Upload 14	19. Concern / Company has (a) not been debarred /		
Opload 14	blacklisted in the past either by Rate Contracting		
	Authority or by any State Government or Central		
	Government Organization. (b). firm has no		
	vigilance enquiry / CBI enquiry pending against him		
	/ supplier. (c) The firm has not supplied the same		
	item at the lower rate than quoted in the tender to		
	any Govt. / Semi Govt. or any other organization.		
	Affidavit to this effect shall be submitted by the		
	concern / company and should be duly notarized on		
	100/- Non judicial stamp paper.		
Upload 14	20. Original Bid Form duly signed by authorized		
	signatory as per Section V, duly sealed and signed		
	by the bidder on each page for acceptance of Terms		
	and Conditions.		
Upload 15	21. Bidders should have the registration under		
	Commercial Tax Authority Registration should be		
	attached.		
Upload 16	22. An affidavit of the manufacturer on a Non judicial		
*	stamp paper on Rs. 100/- binding itself for supply of		
	genuine spare parts to the purchaser for a period of		
	minimum 5 years beyond warranty period.		
Upload 17	23. An affidavit of the manufacturer on a Non judicial		
	stamp paper on Rs. 100/- that the quoted equipment		
	is the latest model of the company matching to the		
	specification of this tender and that it is not		
	refurbished equipment.		
Upload 18	24. Certificate for being in business or more than 3		
Opload 10	years		
Upload 19	25. Certificate for sole ownership / partnership.		
Upload 20	26. Statement of good financial standing from bankers.		
To be	27. The printed original catalogues of primary		
submitted	manufacturer and any other technical documents like		
physically only	data sheet or operational manual of equipment with		
physically only	highlighting the features in portal along with the		
	other documents. In catalogue, the quoted product		
	no. and name should be highlighted, against which		
	that product is quoted. These documents are also to		
	be submitted in physical form before due date along		
II 1 101	with Bid security.		
Upload 21	28. In case of imported equipment IEC certificate of		
TT 1 100	importer / bidder shall be submitted.	<b> </b>	
Upload 22	29. A separate price list of all spares and accessories		
	(including minor) required for maintenance and		
	repairs in future after guarantee / warrantee period.		
To be	30. Recurring expenditure on equipments.		
submitted			
physically only			
Upload 23	31. Any other document required as per tender		
	document.	1	

Sr. No	Item code	Name of Equipment	Detail Specifications	Approx . Qty. Req.
1.	RD1	3D–4D color Doppler high resolution USG machine:	These are broad specifications the companies should quote with their latest model and comparable technologies. Major or minor deviations from the specifications given below will be evaluated by technical committee for keeping the specific equipment in one category which broadly meets the requirement.	1
			Demonstration has to be arranged by the company before the price bid opening at their own cost for their quoted models to the technical committee	
			• The system should be State of the art with full Digital Technology with Broadband beamformer & should be for Whole Body applications including Abdominal, Ob/Gyn, Cardiac, Cerebrovascular, Peripheral Vascular, Musculoskeletal, Transcranial & Small Parts Imaging such as Breast, Thyroid, Testes, Intracavitary applications like Transvaginal & Transrectal, & Intraoperative applications. System should have the capability of Epicardial and contrast imaging.	
			• The broadband beamformer should be capable of simultaneously processing ultrasound signals from 1 MHz to 17 MHz.	
			• The system should incorporate facility for High-resolution 2D, M Mode, PW, CW, Colour Flow Imaging, Power Doppler Angio, Duplex, Triplex Imaging modes. Should be capable of Dual Live display of grayscale reference image with colour Doppler image	
			• The equipment should have minimum 50,000 Digital Channels or more, and should be upgradable on the site to higher number of Channels. Higher Number of Channels is preferred.	
			• The system should employ the state of the art Transmit Real Time Compound Imaging Technology with Multiple transmitted lines of sight of at least 9 lines, wherein Multiple Coplanar Images from different viewing angles are obtained and combined into a single compound Image at real-time frame rates for improved visualization & better Image quality in Abdominal & Vascular Imaging & to virtually clean up the Image of artifacts.	

	• System should have advanced Image Processing algorithms to analyze between targets and artifacts so as to sharpen target anatomy and reduce the speckle & artifacts for improved Image quality.
	• The system should have 256 Grey shades or more.
	• The system should offer a scan depth up to 30cm.
	• The system shall have three universal transducer ports with electronic switching capability allowing any transducer to be connected to any port.
	• The system should support Convex, Linear, Sector, Volume, Matrix Array and static transducers. It should support volume imaging by freehand, mechanical, and electronic methods.
	• The system should support multiple fully sampled Live Volume Imaging, for both adult and paediatric imaging.
	• All transducers should have Broad Bandwidth technology for extreme High Resolution 2D Imaging. The system should be able to capture all frequencies in a single Probe, without the need for user selection.
	• The system should have a high dynamic range of 160 dB or more.
	• The system should have facility for zoom (real-time and frozen image) and manipulation of Image through pre processing and post processing with Cine loop viewing of Images of all modes.
	• System should have Cineloop review facility in individual and mixed modes with memory upto minimum of 2000 images and 100 seconds of M Mode data.
	• The system should offer a very high frame rate upto 500 frames per second. The system shall be able to perform mechanical 4D acquisitions at 30 Volumes per second. Please specify.
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	• There should not be any reduction or change in pulsed Doppler PRF/scale when moving between duplex pulsed wave Doppler and simultaneous/triple modes. Also, system should offer automatic single button optimization of Doppler baseline and scale.
	• The system should have Harmonic Imaging for Tissues for hard to image patients. The system shall support Tissue Harmonic Imaging capability on phased, linear, 3D and curved array transducers. Tissue Harmonic Imaging should be available in colour flow imaging, M-Mode, and 3D rendering modes.
	• System should be able to work in combined mode of Harmonic Imaging and Real-time Compound Imaging to get excellent Image quality. The system shall offer Tissue Harmonic Imaging in Power Doppler imaging mode for improved sensitivity and specificity in differentiating blood/agent from tissue.
	• The system should have Contrast Harmonic Imaging and should have optimization settings to detect the Contrast Agents. Please specify other advanced Technologies to perform better Contrast Harmonic Imaging.
	<ul> <li>System should offer real-time extended field of view imaging (panoramic imaging) up to 60 cm with curved and linear transducers. All grayscale imaging must be capable of real-time spatial compounding during the panoramic imaging.</li> </ul>
	• The system shall quantitatively calibrate panoramic images, allowing the user to perform area, circumference, distance and curved-linear distance measurements.
	• The system shall support simultaneous display of volume and multiplanner reconstructed (MPR) views.
	• The system should have the in-built software tool for imaging MPR, Thick Slice, and slice plane views.
	• The system shall support full screen display of all 3D views including individual X, Y, Z MPR views and simultaneous display of thumbnail views on the same system display monitor.

• Full Trim capability must be supported: Oblique and linear trimming in the MPRs; Freehand trimming of the volume.
• The system should support a utility for the creation of user-defined general imaging protocols and the editing of default general imaging protocols.
• Preset controls shall include abdominal, carotid, lower extremity venous and gynaecological exam guides that follow industry and accreditation guidelines.
• The system should have automatic real-time quantification of Doppler parameters like velocity, frequency, time, heart rate, slope, flow volume, pulsatility index, resistivity index, peak velocity, average value, point value, area and diameter flow volume, etc
• The system should provide extensive measurement, calculation and analysis packages for Abdominal (General, Vascular, Renal), Small Parts (Thyroid, Testicle, Breast), Ob/Gyn, Cardiology etc.,
• The system should support Intima Media Thickness (IMT) Quantification with automatic or user assisted tracing of intima-media complex and the calculation and display of mean and standard deviation IMT based spatial average of intima-media distances from each scan line.
• The system should provide automated, real-time analysis of peak and mean Doppler spectral waveforms.
• The system should have a flicker free high resolution TFT Flat panel display of a minimum of 19 inch with four way articulation with a provision to adjust the height.
• System should have Fully Articulating Control Panel including Height, swivel & slide adjustments. Should have a full alphanumeric keyboard with illuminated keys and status display.
• The system should have a fast Boot up time of less than 150 seconds, which switched on from 'OFF' position, and also less than 60 seconds from 'STANDBY' position.

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	<ul> <li>The system should have digital storage (atleast 500 GB built-in hard disc) and retrieval of B/w &amp; Colour image data (both frozen and cine loops) on built-in as well as removable media (CD, DVD &amp; Magneto optical Disk). System must be able to export JPG and AVI file formats.</li> </ul>
	• The system should be DICOM 3.0 ready with a facility for structured reporting for OB, GYN, and vascular data.
	<ul> <li>ELASTOGRAPHY         System shall be equiped to perform elasticity imaging using latest available technology in a variety of application (liver, breast, prostate) and on a variety of transducers (convex, linear and endo-cavitary) accompanied by necessary quantification package software. Mention manual or automated compression available             One touch entry into elastography mode. Elastogram applied as a region of interest box with user control of size and location through entire field of view. Realtime indicator for elastogram quality.             Single screen 2D with elastogram and side-by-side display of 2D image and 2D with elastogram.             Shadow duplication and measurement capability in side-by-side display. Distance and area tools.             Acquisition rate control for elastogram optimization. Elastogram optimization settings to optimize to different tissue compositions.     </li> </ul>
	• The System should be capable of FUSION IMAGING. i.e, Fusion of Ultrasound Images with CT,MRI,PET CT with navigation.
	<ul> <li>Equipment with above features to be offered with the following Broad Bandwidth Probes</li> <li>Broadband Convex Array Transducer 1-5MHz without need for frequency switching.</li> <li>Broadband Linear Transducer 5-17MHz without need for frequency switching.</li> <li>Broad Band Transvaginal / Transrectal Probe with frequency range between 5 to 9 Mhz.</li> <li>Broadband Volume Transducer 2-6MHz without need for frequency switching for 4D Applications.</li> </ul>
	<ul><li>The system should have the following Documentation Devices:</li><li>1. Black &amp; White Thermal Printer.</li><li>2. On-Line UPS of appropriate rating from a reputed brand.</li><li>3. Colour Laser Printer.</li></ul>

			4. Latest computer system with at least 1 Tb hard disc and 2 GB RAM for image storage/Transfer and reporting. 1000 DVDs for data storage.	
			WARRANTY; The complete system including the machine, equipments & all accessories including computer system, AC to be under warranty for 5 years. Thereafter, a comprehensive maintenance contract (including repair/replacement of the parts) of the complete system, all accessories, computers and	
			printers and all other items supplied/ installed should be offered for 5 years. During warranty/ AMC period all breakdowns must be attended to within 24 hours and repairs completed within 72 hours of reporting.	
			<ul> <li><b>DOWN TIME:</b> <ul> <li>a. Maximum acceptable down time of equipment during the warranty period/AMC should not exceed five percent, calculated separately for each year.</li> <li>b. If the down time exceeds the level, then the warranty period / AMC to be extended by twice the period of downtime exceeding 5%.</li> </ul> </li> </ul>	
			<ul> <li>RESPONSIBILITIES:</li> <li>During the period of warranty/ comprehensive maintenance contract, the following will be the responsibilities of the firm.</li> <li>a. Maintenance and replacement of the batteries of the UPS as and when necessary.</li> <li>b. Air conditioning 2 ton split; maintaining optimum temperatures in all seasons.</li> <li>c. To provide/ refill/ replace cartridge used for the printer supplied upto maximum of 20 cartridges.</li> <li>d. Up-gradation of software of main equipment, workstation, servers and supplied computers.</li> <li>e. Maintenance of the civil structure including all electrical and other fixtures.</li> </ul>	
8.	RD8	50KW HIGH FREQUENCY X-RAY MACHINE WITH I I TV	<ul> <li>SPECIFICATIONS OF 80KW HIGH FREQUENCY X-RAY MACHINE WITH I I TV</li> <li>X-Ray Generator:         <ul> <li>A 800mA or more, 150 KV, 50 KW High Frequency X-Ray Generators for General Radiography &amp; Fluoroscopy.</li> <li>KV RANGE (Rad.): 40 to 125 KVP.</li> </ul> </li> </ul>	1

- MA RANGE (Rad.): 10 to 800mA or more.
- MAs RANGE (Rad.): 1 to 200 mAs
- FLUORO KV RANGE: 40 to 120 KV
- FLUORO MA RANGE: 1 to 4mA in steps of 0.1mA each.
- FLUORO TIME: 5 Minutes cumulative timer
- CONTROL: A very compact, Soft Touch Control Panel having following functions &
indications. The Panel can be supplied in Floor or Wall mount & has a Spill Proof design.
Following features are available on the Control Panel.
Fluoro/Rad. Mode Selection Switch.
• Digital Display of KV, mA & mAs.
• 5 step film density control.
• KV & mAs increase and decrease switches.
• Tube focal spot selection Switch.
• Self-diagnostic program with Indicators for Earth fault error, KV error, filament error &
Tube's Thermal Overload.
Tube 5 Theman Ovenbad.
X-Ray Tube:
- Two Nos. Rotating Anode, Dual focus thermally protected having focal spot of 0.6 & 1.2 mm.
Anode heat storage capacity of the Tube should be 300 KHU or more.
<ul> <li>A very compact H.V. Tank filled with high dielectric transformer oil.</li> </ul>
<ul> <li>Two pairs of 8 meter H.V. Cable compatible with the X-Ray Tube.</li> </ul>
<ul> <li>Two pairs of 6 meter 11. V. Cable comparise with the A Ray Face.</li> <li>Two nos. light beam diaphragm with knobs for adjustment of Exposure Area.</li> </ul>
Two nos. light beam diaphragin with knobs for adjustment of Exposure Tried.
Tube Stand:
- Floor to Ceiling Stand & with Counter Balanced Tube Head (Rotatable ± 180 Degree), 360
Degree Rotatable; mounted on Floor Ceiling Rails for convenient movements.
Degree Rotadole, mounted on Froor Coming Rans for convenient movements.
Table:
- Motorized Table with Motorized Bucky having Grid ratio 8:1, 85 Lines/inch and Stainless
steel cassette tray. The table should move from Trendlenburg position to vertical with
Automatic stop at Horizontal, Vertical & Trendlenburg Position. Provision should be given to
manually move the table in case of Power failure.
<ul> <li>Semi Automatic Spot Film Device capable of doing all routine Spot Filming (4 on 1, 2 on 1, 1</li> </ul>
Som Automate Oper Finit Device cupuole of doing an fourne oper Finiting (+ of 1, 2 of 1, 1

<ul> <li>on 1) for use with 8" x 10", 10" x 12", 14" x14" cassettes. Grid with Ratio 6:1, 60 lines per inch. SFD should have transverse movement. Stray radiation lead rubber flaps the table should be provided with longitudinal movement of the table top.</li> <li>Table Accessories like Compression band, hand grips, Foot rest &amp; foot step should be provided.</li> <li><u>IITV System and Digital Fluoro Memory: ( Quote as optional)</u></li> <li>9" Triple field Image Intensifier.</li> <li>High Resolution compact CCD Camera with 752 (H) x 582 (v) picture elements.</li> <li>02 nos. 17", High-Resolution TFT Monitor along with the trolley.</li> </ul>
<ul> <li>MEMORY SYSTEM having the following minimum features should be provided: <ul> <li>2 Monitors System for LIH, LIVE and Stored Images.</li> <li>Permanent Image Storage capacity of Approx. 10,000 Images.</li> <li>50 Temporary Image Storage for quick review.</li> <li>32 Bit Image Storage for Excellent Resolution.</li> <li>Image Sharpening (Real-time or Stored Images).</li> <li>Image Rotation.</li> <li>Colorized Images.</li> <li>Negative Images (Gray Level Invert).</li> <li>Frames Averaging for smoothing of Images. (Real time) 256 frames.</li> <li>QUAD view (4 Images on Monitor).</li> <li>Cine Loop of 500 frames (Multiple Cine Loops can be stored permanently).</li> <li>Variably frame Rate of 2, 5, 10, 15 &amp; 27 frames per second for cine Loop.</li> <li>Patient's Name, Operator Name, Hospital Name, Date &amp; Time display on Monitor.</li> <li>ON Screen Measurements – Length (X &amp; Y) &amp; Area.</li> <li>Contrast enhancement of Area of Interest.</li> <li>Facility for Image Printing.</li> <li>Automatic capture and storage of cine loop with cine foot switch.</li> <li>Printing options in different formats (Frames of different loops can be printed on the same sheet).</li> <li>Frame rate selection.</li> <li>LAN connectivity.</li> </ul></li></ul>

			✓ DICOM compatible.	
			Other Requirements         -       The unit should be approved by AERB.         -       The unit should also be CE certified.         -       The company should have a Local Service Center.         -       The company should have proven track record in Govt. sector.	
			Warranty including tube – 5 years	
			CMC including tube – 5 years	
			Demonstration has to be arranged by the company before the price bid opening at their own cost for their quoted models to the technical committee.	
10	RD13	MULTISLIC E SPIRAL CT SCANNER	BROAD BASED SPECIFICATIONS FOR MULTISLICE SPIRAL CT SCANNER ON TURN KEY BASIS (256 SLICE) <u>1) REQUIREMENT :</u>	1
		ON TURN KEY BASIS	Installation of advanced high end multislice spiral CT Scanner with comprehensive whole body imaging on turn key basis. These are the broad based specifications. For quoting of modern machines three different categories have been made. Companies are supposed to quote in each catogaries separetly with respect to modern version. A. 64 slice C.T. scanner with 64 rows of detector. B. C.T. scanner capable of aquiring minimum 128 slices in one gantry rotation. C. C.T. scanner capable of aquiring minimum 256 slices or more in one gantry rotation. Detector should be 128 rows or more. However, companies can quote equivalent or higher comparable technologies to consider them in this category. Only the top of the line model/version should be quoted. The vendor must supply the latest version of the equipment commercially available at time of placing the supply order. The quoted	

ment is to buy the latest equipment with good performance. The this broad specification will be evaluated by technical committee for chnologies.
arranged by the company before the price bid opening at their
models to the technical committee
80 kg or more with positional accuracy of +/- 0.25 mm or less ge of 150 cm or more
novement range and it should be sufficient to cover the patient from head tal speed
rtical scannable range and elevation speed.
ms or higher
uisition mode be 50 cm specify minimum and maximum FOV with
able from gantry and console is desirable for 64 & 128 slice.
ioning
vided with user control panels on either side for easy positioning.
er distance and focus to detector distance.
W or more for 64/128 slices and 80 KW and more for 256 slices/
w of more for 04/126 sites and 60 K w and more for 250 sites/
r more.
vp or more
city of at lest 7.5 MHU or more Alternatively the tube should have a
dissipation rate also. And mention the details of cooling system of the

tube
c) Specify the focal spot size as per IEC standard.
5. Spiral Acquisition
a) Scan time should be 0.40 sec or less for full 360 rotation.
b) Specify the time in minutes for warm up from fully off in normal as well as in emergency
c) Minimum slice thickness should be 0.625 mm or less specify minimum slice thickness in axial
spiral and cardiac mode
d) Specify the pitch factor for general radiological application and its variability However for
cardiac scanning pitch 0.2 or less specify all possible pitch selections.
e) Single continuous spiral scan time should be at least 60 sec or more.
f) Should have multiple acquisition facility with no inter slice gap.
g) Mention total single gapless spiral coverage.
h) Mention gapless volume coverage with time taken for single / multiple runs.
i) Bolus triggered or bolus chase spiral acquisition should be available
j) Real time x-ray dose reduction which combines both Z axis and angular tube current modulation
to adjust the dost size and shape of individual. It should be possible to modulate the mA with ECG
signals (prospective and retrospective)
6. Detector System
1) Number of physically independent rows of detectors must be 64 or more please separately quote
a system with specifications with dual energy capability (OPTIONAL). Quote price separately if
necessary)
2) Detector type: solid state detectors. it should not require frequent calibration
3) Mention minimum acquired slice thickness in axial and helical mode after reconstruction.
4) Specify total number of elements in a row, row arrangement thickness and number of channels
5) Cone beam correction scope.
7. Contrast Resolution
1) High contrast spatial resolution: minimum of 15 or more Ip/ cm at minimum MTF (2% or less) is
essential.
2) Low contrast resolution: The low contrast resolution at 20cm CATPHAN Phantom should be
5mm @ 3HU. All radiographic factors and radiation dose for the above specification. Please note
that only the lowest available rad factors and radiation dose will be preferred specify algorithm

(Standard & High resolution).
<ul> <li>8. Automatic Exposure control <ol> <li>Provision for tube current modulation along 2-axis for different patient size and during rotation.</li> <li>Mention the software available for mA modulation to reduce the patient dose.</li> <li>Step and shoot or an equivalent algorithm cardiac scanning for dose reduction will be an essential required</li> <li>Paediatric and infant based protocols.</li> <li>The system should have the facility to display the total radiation dose to the patient</li> </ol> </li> </ul>
<ul> <li>9. Clinical applications <ul> <li>A) CARDIAC APPLICATIONS</li> </ul> </li> <li>1) Prospective ECG triggered facility</li> <li>2) Retrospective ECG gated facility</li> <li>3) Facility for ECG editing for Removing irregular or ectopic beats</li> <li>4) Facility for automatic selection of rotation speed according to heart beat</li> <li>5) Specify heart beat /min requiring use of beta blocker and solution available with the system for optimizing of scan irregular heart rate.</li> <li>6) Specify maximum number of sectors used in multi reconstruction and temporal resolution</li> <li>7) Comprehensive software packages for cardiac applications including the latest advanced applications</li> <li>8) Calcium scoring</li> <li>9) Plaque characterization and quantification</li> <li>10) Coronary vessel analysis with all relevant software for vascular analysis and display of the evaluated data</li> <li>11) Detailed cardiac function analysis (LV/RV function)</li> <li>12) Coronary CT angiography preferably with single phase acquisition and reconstruction.</li> <li>13) Automatic segmentation of coronary vessels (coronary tree)</li> <li>14) Ejection fraction calculation /wall motion studies</li> <li>15) Depiction of color coded bulls eye report</li> <li>16) Automatic calculation of vessel stenosis</li> <li>B) ACUTE CARE</li> <li>1) Triple rule out package</li> </ul>
2) High resolution head to too scanning in one go. (Mention the minimum time taken).

	C) COMPREHENSIVE NEURO PACKAGE	
	Neuro perfusion/ evaluation with neuro perfusion analysis over large area of 80 mm or more in one	
	examination	
	*Depiction of blood supply compromised areas	
	*ICV angiography	
	*Perfusion study with simultaneous cerebral angiography with single contrast injection	
	D) ONCOLOGY PACKAGE INCLUDING COMPUTER ASSISTED DETECTION	
	* Auto CAD software for lung nodule evaluation	
	*Automated evaluation of liver	
	E) Body perfusion CT	
	F) Angiography package	
	However another pacages which are not mentioned above but are essencial should be	
	mentioned and provided by the company.	
	10. IMAGE EVALUATION AND DISPLAY	
	In addition to the software for all routine functions like measurements annotations windowing	
	image addition and subtraction artifact reduction capability reversal of images filters reference scale	
	and grids the following software also be available:	
	1. Real time MPR ( curved/oblique/ coronal sagittal)	
	2. Dynamic scanning and cine display specify the frame and umber of images that can be	
	displayed.	
	3. minimum and maximum intensity projections	
	4. 3D shared surface display	
	5. Advanced 3D volume rendering technique	
	6. CT angiography with colored facility: MIP MPR, SSD, VR	
	<ul> <li>7. 3D Virtual reality (CT endoscopy, Bronchoscopy, colonoscopy, colonoraphy and angioscopy)</li> <li>8. Automatic bone sculpting (Auto bone)</li> </ul>	
	9. Advance vessel analysis including stenosis quantification.	
	10. Latest reconstruction technology software to be provided	
I	10. Latest reconstruction technology software to be provided	
I	11. MAIN CONSOLES, WORKSTATIONS AND MONITORS	
	1) The system should have a main console with two medical grad monitors with fully loaded	
	workstation and one loaded additional identical workstation which is to be installed in the	
	reporting room. On both the work stations all processing techniques viz MPR angiography 3D	

virtual endoscopy bronchoscopy colonoscopy colonography and angioscopy perfusion studies automatic bone sculpting advance vessels analysis dedicated software for lung part evaluation and
quantification for inflammatory and malignant disease state ventricular function and stent
quantification package can be performed. One additional viewing station to be installed in the
console room to which viewing recording and filming can be performed.
2) All LCD monitors should be flicker free and have diagonal dimension of 18 inches or more
3) Hardware
i. Minimum number of uncompressed image in 512x512 images 200.000 images or more on main console and 200.000 more on additional work station.
ii Archive options CD-RW combo DVD
iii The main console and work station must be DICOM 3.0 or more ready for print send manage query retrieve enabled for their respective functions.
4) Image reconstruction rate should be minimum 16 images /sec or more on 512x512 matrix.
12. IMAGE STORAGE DEVICE
1) Please mention archive image transfer rate to other stations from the main console.
2) In case of independent work stations please mention all its specifications like hard disc capacity
RAM of CPU transfer rate and various post processing capabilities etc.
3) A server of 5 tera bytes expandable to 20 terabytes and connected to existing CT MRI and
digital equipments in department.
13. IMAGE NETWORKING AND IMAGE STORAGE FACILTY
1. The system should be capable to connect to PACS through RIS/ HIS and presently to be
connected to the existing no extra cost.
2. DICOM 3.0 or higher version (Conformance statement to be provided)
3. The system should have the facility of integrating all models for printing (DICOM ready)
including the existing laser cameras in the MR section of the Department.
14. ACCESSORIES:
1) <b>Dual head automatic pressure injector:</b> for minimum 200 ml for contrast and 100 ml for saline capacity injector 5 syringes with syringes with tubing with y connector should be provided alternatively an injector system of similar capability with dispensing with disposable syringes should be queted.
should be quoted.

<ul> <li>2) Two desktop single module monitor (dell/lenovo/apple) with cordless key board and mouse along with one laptop ( sony/dell/lenovo) of top model should be provided with LCD projector ( sony 3000 luminous) and motorized project screen.</li> <li>3) Medical grade film digitizer for x-ray films of high image quality and resolution</li> <li>4) UPS- 150 kV Power rating compatible to whole machine load (including injector, camera, computer system will stations, X-ray gantry system etc. ) for 15 minutes UPS must be online with high frequency inverter system and with high amphear capacity maintenance free battery backup.</li> </ul>
<ul> <li>15. DRY VIEW IMAGING CAMERA WITH THE FOLLOWING SPECIFICATIONS</li> <li>1 Dry chemistry image</li> <li>2 Resolution: 16 bits/500 dpi</li> <li>3 Support 5 multiple film size: one of which must be 17*x14*</li> <li>4 Must have 3 or more online film sizes</li> <li>5 Throughput of 180 films or more per hour</li> <li>6 DICOM compatible attach conformance statement</li> <li>7 Laser printer for high resolution on minimum A4 size printing.</li> <li>8 All standard accessories pertaining to the patient comfort and desired study should be provided and list of optional accessories may be furnished.</li> </ul>
<ul> <li>16. ANAESTHESIA MACHINE:</li> <li>1) Machine should have 3 gas system <ul> <li>Oxygen</li> <li>Nitrous oxide</li> <li>Air with double flow tubes for all gases</li> </ul> </li> <li>2) Machine must be with 2 number of oxygen yokes &amp; 1 number or N2 O yoke beside pipe line connection for gas specific pin indexed yoke <ul> <li>Oxygen</li> <li>Nitrous oxide</li> </ul> </li> </ul>

• Air
3) Machine must be with mechanical type hypoxic guard to maintain minimum 255 oxygen of
total gas flow (should be free from any rubber material)
4) Para magnetic oxygen analyzer & control system to monitor concentrations to a degree of
accuracy of+=1% in either fresh gas flow or breathing system
Display oxygen concentration
Audible & visual alarm activated if oxygen concentration strays
outside the HIGH & low alarm set controls
Pneumatic device which activate audible alarm when oxygen
supply pressure falls to 205 kPa for minimum 7 sec.
Visual indicator for gas supply
5) Flow meter
Color coding of flow meter
Height indexed antistatic flow meter tubes
Touch coded oxygen flow control knob
HIGH/LOW dipper switch which is particularly relevant
endoscopy proceedings
Dual low & high flow tubes provided for oxygen and nitrous
oxide for greater degree of accuracy at low flows.
6) Vaporizer inter lock system
7) Pressure gauges
High pressure gauges (2 each for O2 and N2O) and low pressure
gauges
8) Regulators
Primary pressure regulators (four nos) mounted on each yoke.
Secondary pressure regulators one each in oxygen and nitrous
oxide line.
9) Monitoring
Continuous monitoring of inspiratory O2 concentrations breathing frequency airway
pressure (Paw, Peak Pmean PEEP) minute volume and tidal volume.
-Display of measured parameter.
-Airway pressure in graphical form.
-Air entrainment valve operating at 4 cm H2O negative patient effort.
-Colour coded gauges for cylinders and pipe lines.
Colour coucu guiges for cymnets and pipe mies.

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	-Emergency oxygen flush for rapid and direct administration at about 55L/min O2 to the	
	breathing system.	
	-Auxiliary high pressure oxygen outlet with check valves.	
	-Electrical sockets	
	-On/off pneumatic switch	
	-Tidy tray	
	-Multipurpose looks and mounting blocks	
	-Cable look	
	-Draver unit	
	-Roller bearing antistatic castors	
	-Lockable front castors.	
	-Suction system	
	-A circle absorbers and circuits.	
	-Steel structure electrostatically power coated	
	-Antiglare stainless steel tray with raised edges.	
	10). Machine must be applicable for adult paediatric.	
	11) Machine's Anaesthesia ventilator should display	
	Tidal volume	
	• Minutes	
	• Oxygen%	
	• Frequency	
	<ul> <li>Airway pressure and graphical display</li> </ul>	
	1. Machine's Anaesthesia ventilator should have Cardiac Bypass mode.	
	<ol> <li>Nachine s Anaestnesia ventrator should have Cardiae Dypass mode .</li> <li>Machine should have CO2 bypass mode.</li> </ol>	
	<ol> <li>Machine's Anaesthesia ventilator should be electronically controlled electrically driven.</li> </ol>	
	<ol> <li>Machine s Anaesthesia ventilator should be electronically controlled electrically driven.</li> <li>Machine anaesthesia ventilator should compensate for compliance circuits leak</li> </ol>	
	5. Machine should have attachment to connect Main circuit	
	6. Machine must be of latest generation having worldwide acceptance and installation	
	7. Machine should have agent specific, flow with temperature controlled vaporizer for	
	Iso/sevoFlurane from same manufacture.	
	All the components of the anesthesia workstation should be compatible to each other.	
	An the components of the anesthesia workstation should be compatible to each other.	

<ul> <li>17. TRAINING         <ol> <li>Training of two faculty members for minimum Two weeks each at firms equivalent installation site in a prime institute mutually agreed by Department of Radiology and Company.</li> <li>Onsite training: The application specialist of the company will stay on the site of installation for training the utilisation of the equipment for a total period of Two months for the faculty and radiographers.</li> </ol> </li> </ul>
<b>18. Books:</b> Ten latest Text Books in respect of MDCT should be supplied by the company in consultation with the respective Head f the Department.
<b>19. MANUALS</b> Operator and technical manuals of main and subsystems cooling chart curve of the x-ray tube and all relevant documents about the machine must be supplied.
<ul> <li>20. WARRANTY:</li> <li>1. The complete system including the machine, CT tube, equipments &amp; all accessories including computer system, AC to be under warranty for 5 years. The entire turnkey project is to be maintained during the period of warranty, to the satisfaction of the Institute. <ul> <li>a. The warranty will start after successful and complete installation of the CT scanner and completion of the Turnkey project.</li> <li>b. There after, a comprehensive maintenance contract (including repair/replacement of the parts) of the complete system including C T tube all accessories, computers and printers and all other items supplied/ installed should be offered for 5 years.</li> <li>c. All the breakdown calls should be attended within 48 hrs, beyond this permissive limit the warranty will be extended by double the number of days for the service.</li> <li>d. The uptime for the work by the machines and its accessories including UPS, computers printers, air conditioner, pressure injectors and anesthesia equipment supplied along with the machine and all the items supplied by the company.</li> </ul> </li> </ul>
<b>21. GENERATOR:</b> 150kva or more as per requirement of equipment and A/C.

22. Quote as optional	
P A C S System	
<u>I A C B Bystem</u>	
TECHNICAL SPECIFICATIONS	
1. Master server hardware	
• INTEL Server mother board SE7520BD2V.	
QUAD INTEL XEON PROCESSROS, INTEL E7520 CHIPSET.	
• Windows 2003 server OS.	
• 800MHz FSB WITH 2 MB L2 Cache.	
• 10/100/1000 Base – T Lan / Ethernet interface with WOL.	
• 200GB SCSI hard disk drive.	
• 2GB DDRAM up-gradable to 16 GB.	
• 100 / 1000 Mbps LAN.	
SCSI+SATA Connectivity.	
• 52xCD-ROM Drive.	
• 4 Cooling FANS for ample cooling.	
• 17" color monitor.	
Standard windows 101 US Key board.	
• Scroll two – button mouse with mouse pad.	
• Preferred three spare PCI slots.	
2. Image Valut NAS Box RAID level 5 storage box with storage capacity of 2 TB	
From factor 2 U Rack Mount Design	
Processor Intel	
RAM 1 GB	
Disk interface Serial ATA (S-ATA) / 150 MB ps	
Disk channels 8 operating parallel channel	
Disk type 48 bit LBA mode serial ATA	
Host interface Dual Ultra 320 LVD SCSI	
Host channels 2 channels	
Drive bays 8 bays hot swappable	
Environment monitor Power, fan, disk and temperature failure	
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Power Dual 300 watts redundant power
supplies with load sharing
RAID level 0, 1, 10,3,5,30,50, JBOD
Multiple RAID Sets Yes
Online capacity expansion Yes
Rebuild hot spare drivers Automatically and transparently
Drive hot swap Yes
Drive insertion or removal Automatically detection and rebuilding
Firm ware upgrade Via RS -232 port
Management tool LCD panel or $RS - 232$ port
Dimensions $31.4 \times 39.0 \times 17.0$ (cm) (1 x h x w)
Weight 15 kg (W/O HDD)
Input voltage $100 - 240$ V AC
3. Pro PACS Sofware – 5 Concurrent Users
• DICOM 3.0 conformance.
• Acquires and stores images from DICOM modality.
• Supports scalable multi – user concurrent access.
• Server performs as a DICOM device on any imaging network.
• Works on windows server environment.
• Storage of DICOM 3.0 images in a secured database.
• Image and data archival thro LAN/ WAN.
• Immediate download of images from Data Centre.
• DICOM protocol (SCP/SCU) supported.
Customized report formats.
• System admin controls for assigning users to centres (ie giving accesses to
radiologists).
• Monitoring the data upload.
• Streaming server allows easy and fast downloads of images.
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• Web server allows viewing of images from any location and supports Tele –
radiology.
4. PC Workstation
• Pentium Duo Core 2.4 or above GHz processor speed system or equivalent with
appropriate mother board.

<ul> <li>1 Serial, 1 parallel &amp; 4 USB ports.</li> <li>10 / 100 Base – T LAN / Ethernet interface with Wake – On - Lan (WOL).</li> <li>80 GB (minimum) or more HDD.</li> <li>512 MB DD RAM.</li> <li>CD / DVD Writer.</li> <li>17" TFT color monitor for displaying medical data / images.</li> <li>Standard windows 101 US key board.</li> <li>Scroll two – button mouse with mouse pad.</li> <li>Preferred three spare PCI slots.</li> <li>Windows XP professional software.</li> <li><b>5. Pro PACS viewer</b></li> <li>Authorized users can only login to the system.</li> <li>Supports on any windows operating system.</li> <li>Provides the user with modality worksheet with patient ID, modality and status on reporting.</li> <li>Image streaming approach to fetch images in a progressive manner.</li> <li>Viewer supports cut lines and scout display.</li> <li>The specialist can Flip/Rotate, Zoom, ROI and Pan Gray scale invert.</li> <li>Allows the user to use various measurement lines.</li> <li>Allows multiple series and reporting tool on one page.</li> <li><b>6. Networking:</b></li> <li>1. OFC cabling for 600 metres.</li> <li>2. LIU 12 port – 5 Nos.</li> <li>3. Gigabit switch – 5 Nos.</li> <li>3. Gigabit switch – 5 Nos.</li> <li>5. Installation &amp; other costs – LS</li> </ul>	

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	22. <u>TURNKEY PROJECT FOR MDCT SCANNER.</u>
	The turn key mentioned below is basically for Bhopal and at other Institutes the requirement may vary. The vendor should visit the sites and prepare the suitable layout plan involving equal construction in terms of square feet ( approx. 1000 sq ft ) and other infra structural facilicities.
	The units are to be installed on turnkey basis. The vendor must visit the site, at their own cost, before they submit their quotation for the turnkey and give a certificate that the proposed site is suitable for installation of equipments. Before submitting their bids, the vendor has to submit the proposed layout of the CT section according to the requirements of the department and after getting it approved by the department, the final proposal would be added in the bid. This project involves installation and commencing of the new equipments with all necessary and ordered accessories, all necessary civil, mechanical, electrical works to facilitate the commissioning of the equipments and the same shall be at the supplier's cost and risk if any. The institute however, will provide the space (flooring, walls, and roof) for the turn key project and installation of the equipment and main electrical supply upto the site. The central HVAC system of the adequate capacity to be installed for controlling room temperature and ventilation of the offered equipments, its components and complete equipments along with provision of 20% air change. The temperature regulation has to be separate for the equipment section and the rest of the section and should be controllable in each room independently. The road map for turn key project and equipment should be provided in words and as bar diagram presentation. Clearly specify the time to be taken for completion of turnkey project and installation and commissioning of the machines commencing from the date of getting the final order. In case of not meeting the final time schedule, a penalty will be imposed as per Government Rule.
	The layout plan and other site requirements to be finalized in consultation with the consignee hospital authorities. The site earmarked for installations is to be inspected and layout plan prepared in consultation with the user department. The exact plan depending upon the area/ location available has to be got
	<ul> <li>approved from the Medical College authorities.</li> <li>The lay-out will comprise of various rooms like Reception, Waiting Area, Gantry Rooms, Common</li> <li>Console Room, Electrical Equipment and UPS Room, Radiologist Room Change Room, Toilets</li> </ul>

Civil Works: Turn key will include the Civil Construction work as under mentioned:-
The walls will be cement plastered with Plaster of Paris finishes.
Flooring will be flat and stable where CT gantry and table are installed.
The flooring shall be done with 600 x 600 high density mat finish vitrified ceramic tiles.
In the CT Gantry room the walls shall be finished with high density vitrified tiles 600 x 600 mm upto ceiling
In the toilets necessary modifications to be done.
The walls will be painted with washable plastic emulsion paint.
Floor trenches with block board covers will be provided for the cables in the CT scan and
Equipment rooms.
Plumbing operations if needed anywhere, including laying of sanitary lines, manholes, wash basins, geysers, white vitreous EWC etc. will be provided.
Furniture should be of high quality.
View boxes should be thin and compact, should be flicker free and of high luminous density of at
least 6500 cd, with shutters and electronic dimmer.
Arrangement of water supply lines for drinking and general use including hot water will be made if needed.
The washing units and drainage lines should be resistant to chemicals.
The entrances to the units to be felt padded at the junction of both the doors to avoid dust and provide insulation.
False ceiling in all the areas will comprise of metal suspension system, perforated fireproof
aluminum panels with integrated acoustic lining.
All fluorescent lights and smoke detectors to be accommodated/ integrated in the false ceiling.
All the internal wiring including that of telephone, LAN, DICOM & PACS etc. will be of concealed
variety.
<b>Cabinets</b> should be made of 19 mm thick water proof commercial board finished with 1mm
thick lamination of approved shade with hard wood edging.
<b>Fire Safety measures</b> : A fire alarm system of reputed make with smoke/heat detectors, indicator
panels, call boxes, electronic sirens and wiring will be installed if needed and not available at the
site.
Audio call bell system, with intercom and remote locking/ unlocking facility, to be provided at the
main door of the complex.
A security grill/shutters to be put at the main entrance. It will be wide enough to permit easy entry
A security grin/shutters to be put at the main enhance. It will be write chough to permit easy entry

of patients on trolleys and wheel chairs.The surrounding area to be illuminated for security reasons.Music system for all the rooms and waiting areas in the center.Closed circuit cameras of reputed company should be provided in the examination room, consoleroom and waiting areas to be provided.Neon light signboard is to be provided.All the rooms in the complex will be signposted. Sun-film and Venetian blinds will be put up in allwindows.The entire complex will be made rodent/pest proof.All windows should have MS grill, Aluminum frame and glass, sliding window type.Pop/ plaster / paint also to be mentioned in each rooms	
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RF Interiors on MR are to be specified	
Transformer / All power line till building to be customer's scope.	
Scope of AC also needs to be clear in the form of ductable / units	
Doors specification should be provided by the Vendor (followed by AERB guidelines wherever	
required)	
Construction and all material should be of top quality (ISI Mark) and work should be completed	
within prescribed period.	
Electrical Services:	
The CT Scanner and all connected/required equipment for scanning, post-processing and filming	
are to be connected to the supplied UPS.	
All the equipments/computers along with peripherals, light points, fire alarm system, EPABX and	
view boxes are to be supplied power through the common or a separate UPS with 30 minutes back	
up.	
Dimmer controlled incandescent light fixtures are to be provided in the gantry room, console room.	
All the electric wiring (Copper), switches, sockets, plugs, MCBs etc. are to be of reputed make and	
as per ISI standards.	
Different parts of the complex will have separate wiring for light and power circuits through MCBs	
of suitable capacity.	
Adequate safety measures will be incorporated in the electrical power supply system.	
Dedicated isolated earthling is to be provided for the complex.	
Air Conditioning	
Dedicated separate transformer of suitable capacity required for CT, AC and other auxiliary	
equipment should be provide by vendor with consultation to CSEB and PWD. Required cable and	

fitting will be responsibility of vendor for various
purposes.
Electrical fitting, switches in all above rooms should be provided by Vendor for various purposes.
Ductable Central A.C. for gantry and console and Split A.C. of reputed Company in other rooms.
The complete area is to be air-conditioned optimally except for Toilets/Services with split type of
Acs.
All weather AC with cooling, heating and humidity control capabilities is to be provided.
Air flow in various rooms should be adjustable to have some degree of control over temperature in
different rooms of the complex.
The AC unit(s) should be microprocessor controlled for adequate temperature control.
The total A/C capacity being offered for the complete center to be clearly mentioned.
The entire turnkey project (building and the supplied items) should have an underlying colour
scheme so that it gives a homogenous, aesthetically pleasant and patient friendly appearance.
Any addition and alteration as and when required during turnkey work will be done by mutual
discussion between the supplier and technical committee. The whole turn key work has to be done
to the fullest satisfaction of the technical committee and engineering department ( civil &
electrical) In case of any difference of opinion the decision of the technical committee shall be
final and binding on the supplier.
Furniture :
Console, Gantry room
Trolley for CT and any other furniture required as per need in gantry room is to be provided.
4 tables required for console equipment with 5 computer revolving chairs with armrest.
Cupboard with lockers, made up of plywood and sun mica with lock and key.
Equipment Room
Cupboard with lock and key to keep spares and user manual
Cupboard for stationary and record made up of ISI mark plywood and sun mica with lock and
key.
Receptionist Chamber
Plywood sun mica table for writing purpose, drawers cupboard to keep film. Folders, records and
provision for PC, CPU, UPS and Printer.
Revolving chair
Illumination System
Fans.

Provision for glass counter	
Microphone and Speakers for giving instructions to patients.	
Plywood sun mica rack to keep reported films.	
Patients Waiting Hall	
Permanent sitting arrangement for patients in form chairs/ benches as per the space available.	
Fans	
Provision of 29" size flat screen Colour television with close cabinet and DTH disc with set top box	
and CD/DVD/ Player	