

**B I D D I N G   D O C U M E N T S**  
**F O R**  
**Procurement and Rate Contracting of Medical Equipment for Government Medical Colleges & Hospitals**  
**in Bihar.**



**Bid Reference: BMSICL/2015-16/Medical Equipment-031**

**Bihar Medical Services And Infrastructure Corporation Limited**  
**5<sup>th</sup> Floor, Biscomaun Bhavan,**  
**Gandhi Maidan, Patna (Bihar) India**

**Bihar Medical Services and Infrastructure Corporation, Limited, Patna.  
5<sup>th</sup> Floor Biscomaun Bhavan  
Gandhi Maidan, Patna (Bihar) India**

Telephones: 0612-2219634

Fax: ———

e-mail:

**INVITATION FOR E-BIDS  
FOR**

**PROCUREMENT OF MEDICAL EQUIPMENT**

***[Modify  
as appropriate to indicate general description of items under procurement]***

BID REFERENCE	: BMSICL/2015-16/ME-031
DATE & TIME OF DOWNLOADING BID DOCUMENT (DOWNLOAD)	: From 31 <sup>st</sup> August 2015 from 10:00 hrs ( <a href="http://www.eproc.bihar.gov.in">www.eproc.bihar.gov.in</a> ) to 20 <sup>th</sup> September 2015 upto 15:00 hrs. on website  ( <a href="http://www.eproc.bihar.gov.in">www.eproc.bihar.gov.in</a> )
LAST DATE & TIME FOR SUBMISSION (Upload) OF ONLINE BIDDING DOCUMENT	: 24 <sup>th</sup> September 2015 upto 17:00 on ( <a href="http://www.eproc.bihar.gov.in">www.eproc.bihar.gov.in</a> )
LAST DATE AND TIME & PLACE FOR SUBMISSION OF ORIGINAL DOCUMENT FOR EMD, TENDER FEE & TECHNICAL BID OF QUOTED ITEM.	: 29 <sup>th</sup> September 2015 at 13:00 Hr at the office of BMSICL, Patna.
TIME, DATE & PLACE OF OPENING OF TECHNICAL BIDS	: 29 <sup>th</sup> September 2015 at 15.00 Hrs on the website ( <a href="http://www.eproc.bihar.gov.in">www.eproc.bihar.gov.in</a> ) in the office of BMSICL, Patna.
DATE AND TIME OF OPENING OF FINANCIAL BIDS.	: To be informed later on ( <a href="http://www.eproc.bihar.gov.in">www.eproc.bihar.gov.in</a> )
DATE, TIME & PLACE OF PRE-BID MEETING	: 10 <sup>th</sup> September 2015 at 15:00 Hrs Conference Room, Bihar Medical Services & Infrastructure Corporation Ltd, 5 <sup>th</sup> Floor, Biscomaun Bhawan, Gandhi Maidan Patna, Bihar – 800001
VALIDITY OF TENDER	: 180 days
COST OF BID DOCUMENT	: Rs. 10,000/- (Ten Thousand Rupees only) Non- refundable
BID PROCESSING FEE	: Rs 1140/- (Non- refundable)

To participate in E-Tendering the tenderer will have to be registered with E-Tendering service provider. For this help desk first floor, M/22, Bank of India building, Road no.-25, Sri Krishna Nagar Patna-800020, Tele Phone no.-0612-2523006, Mobile No. - 7542028164 can be approached.

1. The cost of tender document is acceptable as Bank Draft issued by any nationalized/scheduled bank in favour of Managing Director, Bihar Medical Services and Infrastructure Corporation Limited, Patna and payable at Patna and it is non-refundable.
2. The required amount of Earnest Money is acceptable in the form of Bank Draft/Bank Guarantee issued by nationalized and schedule bank in favour of Managing Director, Bihar Medical Services and Infrastructure Corporation Limited, Patna and payable at Patna. The Earnest Money deposited in any other form shall not be acceptable.
3. The Tender Inviting Authority reserves the right to extend the schedule of tender or to reject the tender without assigning any reason.
4. The fee of bid processing is to be deposited by the tenderer through net banking i.e. RTGS/NEFT/Debit Card. The tenderer must ensure the payment before schedule time otherwise the corporation will not be responsible for any delay.
5. It is essential to deposit the original documents of Tender fee, EMD, Technical Bid of quoted item in a separate sealed envelope at Bihar Medical Services Infrastructure Corporation Limited, Patna on 29<sup>th</sup> September 2015 at 13.00 Hrs.
6. Note: Please number the documents with serial number on each and every page and do mention the total number of pages of bidding document. In technical Bid parallel assign the corresponding page numbers of supporting documents. Any discrepancy or misrepresentation in this aspect will not be entertained.
7. Any queries and questions regarding the tender should be addressed to MD BMSICL (either through letter or through e-mail:- [md-bmsicl-bih@nic.in](mailto:md-bmsicl-bih@nic.in) and/or [bmsicl.equipment@gmail.com](mailto:bmsicl.equipment@gmail.com) or contact no. [0612-2219634/35](tel:0612-2219634/35)) up to 7 days before of closing of online bid registration.
8. All communication, addendum/corrigendum related to this tender will be issued on the website of [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in) & / [www.bmsicl.gov.in](http://www.bmsicl.gov.in).

**Sd/-**  
**Managing Director**  
**BMSICL**

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**INVITATION FOR BIDS (IFB)**

**INVITATION FOR BIDS (IFB)**  
**FOR**  
**SUPPLY, TESTING, DEMONSTRATION, INSTALLATION & COMMISSIONING**  
**OF MEDICAL EQUIPMENT AT GOVT. MEDICAL COLLEGES IN BIHAR**

**Managing Director,**  
**Bihar Medical Services and Infrastructure Corporation Limited**  
**5<sup>th</sup> Floor, Bismaun Bhavan, Gandhi Maidan,**  
**Patna-800001 (Bihar)**

**Bid Reference No.: BMSICL/2015-16/ME-031**

**Date: 31<sup>st</sup> August 2015**

1. The Bihar Medical Services and Infrastructure Corporation Limited, Patna (name of purchaser) on behalf of Governor of Bihar, invites e-bids from manufacturers or their authorized dealer / distributor / sole selling agent (having authorization in the format (Form-6) given in the bidding document) for Supply, testing, Demonstration, Installation and Commissioning of Medical Equipment and related services as listed below:-

<b>Schedule No.</b>	<b>Brief Description of Goods and Services</b>	<b>Qty./No.</b>	<b>Delivery Schedule ( in days)</b>	<b>Earnest Money Deposit (EMD) in Indian Rupees</b>
1	Fowler Bed	-	45	5,000/-
2	Adjustable Bed Side Table	-	45	5,000/-
3	Stretcher Trolley	-	45	5,000/-
4	Three Fold Bed Side Screen	-	45	5,000/-
5	Lung Function Test Machine	-	45	20,000/-
6	EMG Machine	-	45	10,000/-
7	Evoked Potential System	-	45	10,000/-
8	Respiratory Gas Analyser with 12 Channel Data Acquisition System	-	45	10,000/-
9	Digital Radiography	-	45	3,00,000/-
10	Plain Hospital Bed	-	45	5,000/-
11	Instrument Trolley	-	45	5,000/-
12	Emergency & Recovery Trolley	-	45	5,000/-
13	Revolving Stool SS	-	45	5,000/-
14	Cylinder Trolley	-	45	5,000/-
15	Head Light For ENT OT	-	45	6,000/-
16	BERA	-	45	6,000/-
17	1000 mA X-Ray Machine with IITV and Fluoroscopy	-	45	30,000/-
18	Polygraph Machine/Data Acquisition Machine	-	45	5,000/-
19	Pentahead Microscope with Camera	-	45	6,000/-
20	Pediatric Bed	-	45	5,000/-
21	Bedside Stool/All Purpose Stool	--	45	5,000/-

22	Examination Couch	-	45	5,000/-
23	Dressing Trolley	--	45	5,000/-
24	Micro Motor Head Piece & Burr	-	45	12,000/-
25	ENT Unit Set	-	45	20,000/-
26	THR Set	-	45	20,000/-
27	CO2 Laser for ENT	-	45	20,000/-
28	OCT Machine	-	45	20,000/-
29	Dental Chair	-	45	20,000/-
30	Bed Side Locker	-	45	5,000/-
31	Projection Microscope	-	45	7,000/-
32	Soiled Linen Trolley	-	45	5,000/-
33	Double Step Stool	-	45	5,000/-
34	FESS Set with Endoscope	-	45	20,000/-

2. The qualification criteria, Detailed Technical Specifications, Scope of Work, Cost of Tender Document, Earnest Money Deposit and other conditions can be seen in the tender document downloaded from the website of [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in).
3. The bids must be uploaded (e-mode/ online) at the address given in para 2 on or before 17.00 hrs. on **24<sup>th</sup> September 2015**. All bids must be accompanied by an Earnest Money Deposit (EMD) as specified in the bidding document. Late bids will be rejected.
4. The Pre-bid meeting shall be organized at the purchaser's office given on **10<sup>th</sup> September 2015** at 15.00 hrs. In the Pre-bid meeting, the prospective bidders may clarify any issues related to the terms, conditions and technical specifications given in the bidding documents.
5. Bids will be opened ( in e- mode ) in the presence of bidder's representatives who choose to attend opening at Bihar Medical Services & Infrastructure Corporation Ltd., 5<sup>th</sup> Floor Biscomaun Bhavan on **29<sup>th</sup> September 2015** at 15.00 Hrs. on the website of [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in).
6. The Purchaser reserves the right to cancel / annul the bidding process without assigning any reason thereof.
7. In the event of the date specified for the bid receipt and opening being declared as a closed holiday for purchaser's office, the due date for submission of bids and opening of bids will be the following working day at the appointed time.

-sd-

**(Managing Director)**

**Bihar Medical Services and Infrastructure Corporation Ltd**

**SECTION I- INSTRUCTION TO BIDDERS (ITB)**



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## INSTRUCTIONS TO BIDDERS

### A INTRODUCTION

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#### 1. SCOPE OF BID

*Bihar Medical Services and Infrastructure Corporation Limited [name of purchaser]* on behalf of Government of Bihar (hereinafter referred to as 'Purchaser'), invites bids for the supply/testing/installation /commissioning of item /goods as specified in the Schedule of Requirements.

#### 2. FRAUD AND CORRUPTION

2.1 It is required that the Purchasers as well as Bidders/Suppliers/Contractors observe the highest standard of ethics during the procurement and execution of Contracts. In pursuance of this policy, the Purchaser:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means the 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; and

(ii) "fraudulent practice" means a misrepresentation of facts and / or concealment of fact in order to influence a procurement process or the execution of a Contract to the detriment of the Purchaser; it includes collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, noncompetitive levels and to deprive the Purchaser of the benefits of free and open competition.

(b) will declare a firm ineligible and debar the firm, either indefinitely or for a stated period of time, to be awarded a Contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract. In such cases, appropriate legal action as per court of law shall be initiated for which the concerned bidder shall be solely responsible.

2.2 Furthermore, bidders shall be aware of the provision stated in Sub-Clauses 19.4 and 22.1.d. of the General Conditions of Contract

#### 3 ELIGIBLE BIDDERS

3.1 The eligible bidder should be registered with appropriate authorities in India to manufacture / supply the tendered item, against Technical Specifications given in the bid document and should have successfully executed orders of similar nature in past. In case of imported goods, the Indian agent / bidder should be duly authorized by the manufacturer of Goods in the format given in the bidding document.

3.2 A firm declared ineligible by the Purchaser in accordance with ITB Sub-Clause 2.1 (b) and GCC Sub-Clause 19.4 shall be ineligible to bid for a contract during the period of time determined by the Purchaser.

Pursuant to ITB Clause 11, the Bidder shall furnish, as part of its bid, documents establishing, to the Purchaser's satisfaction, the Bidder's eligibility to bid.

#### **4. ONE BID PER BIDDER**

A firm shall submit only one bid either individually or as a partner of a joint venture. A firm that submits either individually or, as a member of a joint venture, more than one bid will cause all the proposals with the firm's participation to be disqualified.

#### **5. COST OF BIDDING**

The bidder shall bear all costs associated with the preparation and submission of the bid. The Purchaser will, in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

#### **6. ALTERNATIVE TENDER**

Alternative Tenders are not permitted.

However the Tenderers can quote alternate models meeting the tender specifications of same manufacturer with single EMD.

Only one tenderer is permitted to quote for the same manufacturer irrespective of models

### **B. THE BIDDING DOCUMENTS**

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#### **6. CONTENTS OF BIDDING DOCUMENTS**

6.1 The goods required to be supplied; bidding procedures and contract terms and conditions are prescribed in the Bidding Documents. The Bidding Document include, the following :

Section I Instructions to Bidders (ITB)

Section II General Conditions of Contract (GCC)

Section III Special Conditions of Contract (SCC)

Section IV Schedule of Requirements (SOR)

Section V Technical Specifications

Section VI Sample Forms

6.2 The "Invitation for Bids" does not form part of the Bidding Documents and is included as a reference only. In case of discrepancies between the Invitation for Bid and the Bidding Documents listed in 6.1 above, said Bidding Documents will take precedence.

6.3 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required as per the Bid Documents or submission of the bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of the bid.

#### **7. CLARIFICATION OF BID DOCUMENTS**

7.1 A prospective bidder, requiring any clarification on the Bid Documents shall notify the Purchaser in writing or by FAX/e-mail at the Purchaser's mailing address indicated in the invitation of Bid. The Purchaser shall respond in writing to any request for the clarification of the Bid Documents, which it receives not later than 10 days prior to the date of opening of the Tenders. Copies of the query (without identifying the source) and clarifications by the Purchaser shall be sent to all the prospective bidders who have received the bid documents.

7.2 Any clarification issued by the Purchaser in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to an amendment of relevant clauses of the bid documents.

#### **8. Pre-bid Meeting**

8.1 The bidder or his representative is invited to attend a pre-bid meeting, which will take place in the office of BMSICL Patna on **10<sup>th</sup> September 2015** at 15:00 hrs.

8.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter

that may be raised at that stage.

- 8.3 The bidder may submit any question in writing or by FAX/ e-mail to the purchaser to be considered at the time of the pre-bid meeting.
- 8.4 Any modification of the bidding document listed in ITB Clause 6.1 which may become necessary as a result of the pre-bid meeting shall be made exclusively through the issue of an Addendum pursuant to ITB Clause 9 and not through the minutes of the pre-bid meeting & the same will be uploaded at [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in) & or [www.bmsicl.gov.in](http://www.bmsicl.gov.in).
- 8.5 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

## **9. AMENDMENT OF BIDDING DOCUMENTS**

- 9.1 At any time, prior to the date of submission of Bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, or pursuant to ITB Clause 8, modify bid documents by amendments.
- 9.2 The amendments shall be notified by uploading the same at [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in) and/or website of BMSICL i.e. [www.bmsicl.gov.in](http://www.bmsicl.gov.in).
- 9.3 In order to afford prospective bidders a reasonable time to take the amendment into account in preparing their bids, the purchaser may, at its discretion, extend the deadline for the submission of bids suitably.

## **C. PREPARATION OF BIDS**

### **10. LANGUAGE OF BID**

The bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language. However, the purchaser as well as bidder may correspond in Hindi language also.

### **11. DOCUMENTS CONSTITUTING THE BID**

The bid prepared by the bidder shall comprise the following components:

- (a) A Bid Form and a Price Schedule completed in accordance with ITB Clauses 12 and 13;
- (b) Documentary evidence established in accordance with ITB Clause 14 and 15 that the Bidder is eligible and qualified to perform the contract if its bid is accepted;
- (c) Documentary evidence established in accordance with ITB Clause 16 that the goods and ancillary services to be supplied by the Bidder conform to the bidding documents.
- (d) Earnest Money Deposit (EMD) furnished in accordance with ITB Clause 17.
- (e) Tender Document fee in the form of Demand Draft in favour of Managing Director, Bihar Medical services and Infrastructure Corporation Ltd. Payable at Patna.

### **12. BID FORM**

The bidder shall complete the Bid Form and appropriate Price Schedule furnished in the Bidding Documents, indicating the goods to be supplied, brief description of the goods, quantity and prices as per section VI.

### **13. BID PRICES**

- 13.1 The bidder shall give the total composite price inclusive of all Levies & Taxes i.e. Sales / Trade Tax & Excise, packing, forwarding, freight, octroi/entry tax and insurance etc. Price should be as per the price schedule given in Section VI. No Foreign exchange will be made available by the purchaser.
- 13.2 Break-up of the prices indicated in the Price Schedule shall be entered in the following manner:
- (i) The Unit price should be inclusive of , Excise duty, Sales Tax, Freight, octroi/entry tax Forwarding, Packing, Insurance and any other Levies/Charges etc
  - (ii) The supplier shall quote as per price schedule given in section VI for all the items given in schedule of requirement.
- 13.3 The price quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non - responsive and rejected.
- 13.4 The prices quoted by the bidder shall be in sufficient detail to enable the Purchaser to arrive at the price of material/goods offered.
- 13.5 “DISCOUNT, if any, offered by the bidders shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offers suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply, etc, into account”.
- 13.6 The price approved by the Purchaser for procurement will be FOR destination which will be inclusive of all Taxes, Levies, packing, forwarding, freight and insurance as mentioned in Para 13.1 above.

### **14. DOCUMENTS REQUIRED TO BE SUBMITTED**

- 14.1 The bidder shall furnish, as part of the bid documents, the following documents or whichever is Applicable as per terms and conditions of Bidding Documents.
- (i) Certificate of incorporation / registration.
  - (ii) Article or Memorandum of Association or partnership deed as the case may be.
  - (iii) Registration certificate from State Director of Industries (For India Manufacturer Only).
  - (iv) Registration certificate from central excise and trade/sales tax department.
  - (v) Approval from Reserve Bank of India in case of foreign collaboration.
  - (vi) In case of bidder, other than manufacturer, the manufacturer’s authorization certificate in the format given in the bidding document.
  - (vii) Non-conviction certificate / an affidavit duly notarized.
- 14.2 (i) The bidder shall furnish Balance Sheet for any three of the last four consecutive financial years as evidence that he has financial capability to perform the contract.
- (ii) The bidder shall furnish documentary evidence about technical and production/trade capability necessary to perform the contract.
- 14.3 In order to enable the Purchaser to assess the proven ness of the system offered, the bidder

shall provide documentary evidence regarding the system being offered by him.

- 14.4 The offered product may be required to be type approved / demonstrated at the Purchaser's office as a part of technical evaluation of bids. For this purpose, the supplier shall submit a sample for type evaluation. The sample would be evaluated for its ability to meet the technical specifications, manufacturability, reliability, testability, ease of installation, maintainability etc. Necessary documents to substantiate these attributes will have to be submitted at the time of application for approval by the supplier for obtaining type approval.

Or

In case, it is not possible to get / accord type approval, the bidder has to make necessary arrangements for inspection at the place where the equipment /item is installed and functioning or at the manufacturer's premises.

Or

In case goods offered have already been type approved/ validated by the Purchaser, documentary evidence to this effect shall be submitted by the bidder.

## 15. DOCUMENTS ESTABLISHING BIDDER'S QUALIFICATION

- 15.1 Pursuant to ITB Clause 11, the bidder shall furnish, as part of its bid, documents establishing the Bidder's qualification to perform the Contract if its bid is accepted.

- 15.2 The documentary evidence of the Bidder's qualifications to perform the Contract shall establish to the Purchaser's satisfaction that:

a) The bidder should be a manufacturer who must have manufactured, tested and supplied the equipment(s) similar to the type specified in the 'Schedule of Requirements' at least ten (10) numbers in quantity in the last 3 years and should be in satisfactory operation for 6 months as on date of bid opening.

- b) Bids of bidders quoting as authorized representative of a manufacturer, can also be considered provided:

- (i) The manufacturer furnishes authorization
- (ii) in the prescribed format given at Section VI, assuring full guarantee and warranty obligations as per GCC Clause 14 for the equipment offered; and

(iii) The bidder, as authorized agent or manufacturer has supplied/installed/commissioned and provided after sales services satisfactorily at least ten (10) numbers in quantity in the last 3 years which must be in satisfactory operation for at least 6 months on the date of bid opening.

- c) The bidder should furnish the information on past supplies and satisfactory performance for 15.2 (a) or (b) above as the case may be, in the proforma given under Section VI, Form No. 7.
- d) Bidders shall invariably furnish documentary evidence in support of the satisfactory operation of the equipment (issued from the end user) as specified above.
- e) The bidder should clearly confirm that all the facilities exist in his factory for inspection and testing and these will be made available to the Purchaser or his representative for inspection.
- f) The Bidder shall furnish data to support that he has the financial and production capacity to perform the contract and complete the supplies within the stipulated delivery period.

g) The bidder should furnish profit and loss statement, balance sheets and auditor's report for any three of the last four consecutive financial years, etc. in support of its financial standing.

15.3 If an agent submits bid in behalf of more than one manufacturer unless each such bid is accompanied by a separate bid form for each bid and bid securities, when required for each bid and authorization from the respective Manufacturer, all such bids will be rejected as non-responsive

## 16. DOCUMENTS ESTABLISHING GOODS CONFORMITY TO BIDDING DOCUMENTS

16.1 Pursuant to ITB Clause 11, the Bidder shall furnish, as part of its bid, documents establishing the conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.

16.2 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings and data, and shall consist of :

- (a) a detailed description of the essential technical and performance characteristics of the goods ;
- (b) a list giving full particulars, including available sources and current prices, of spares parts, special tools ,etc. necessary for proper and continuing functioning of the goods for a period of three years, following commencement of the use of goods by the purchaser, and
- (c) an item-by-item commentary on the Purchaser's Technical Specifications, demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.

16.3 For purposes of the commentary to be furnished pursuant to ITB Clause 16.2 (c) above, the Bidder shall note that standards for workmanship, material, and references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalogue numbers in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

## 17. EARNEST MONEY DEPOSIT (EMD)

17.1 Pursuant to ITB Clause 11, the bidder shall furnish, as part of his bid, an Earnest Money Deposit (EMD) for an amount of mentioned in Section IV – Schedule of Requirements in the form of Demand Draft/Bank Guarantee.

17.2 The Earnest Money Deposit (EMD) is required to protect the purchaser against the risk of bidder's conduct, which would warrant the forfeiture of Earnest Money Deposit (EMD) pursuant to ITB Clause 17.7.

17.3 The Earnest Money Deposit (EMD) shall be in the form of Bank Draft/Bank Guarantee issued by a Nationalised/Scheduled Bank in the favour of Purchaser here it is Managing Director, BMSICL Patna.

(i) The bank guarantee of adequate amount covering the requirement of EMD should be valid for a period of 45 days beyond the validity of Bid.

(ii) Bank Draft/BG issued to cover the requirement of EMD that should be issued from Nationalized Bank/Scheduled Bank **on or after 31<sup>st</sup> August 2015.**

(iii) The BG/Bank Draft should be submitted in the technical bids in a separate cover. The cover should be subscribed as **"EMD for tender no. BMSICL/2015-16/ME-031"**.

- (iv) In case where the document of Earnest Money Deposit (EMD) is not submitted in the manner prescribed above, the commercial, technical offers SHALL NOT BE OPENED AND THE BID SHALL BE REJECTED.
- 17.4 A bid not secured in accordance with para 17.1, and 17.3 shall be rejected by the Purchaser being non-responsive at the bid opening stage and returned to the bidder unopened.
- 17.5 The Earnest Money Deposit (EMD) of the unsuccessful bidder will be discharged/returned as promptly as possible, but after finalization of tender. No interest will be paid against EMD and or performance security deposited by the bidders and no presentation will be allowed in this case.
- 17.6 The successful bidder's Earnest Money Deposit (EMD) will be discharged upon the bidder's acceptance of the advance purchase order satisfactorily in accordance with GCC Clause 5 and furnishing the performance security.
- 17.7 The Earnest Money Deposit (EMD) may be forfeited :
- (a) If the bidder withdraws his bid during the period of bid validity as specified in this bidding document
  - (b) In the case of successful bidder, if the bidder fails:
    - (i) To sign the contract in accordance with ITB Clause 29 or
    - (ii) To furnish performance security in accordance with GCC Clause 5.

## **18. PERIOD OF VALIDITY OF BIDS**

- 18.1 Bid shall remain valid for **180 days** from the date of opening of bids prescribed by the purchaser pursuant to ITB Clause 24.1. A bid valid for a shorter period shall be rejected by the purchaser being non-responsive.
- 18.2 In exceptional circumstances, the purchaser may request the consent of the bidder for an extension to the period of bid validity. The request and the response there to shall be made in writing. The Earnest Money Deposit (EMD) provided under ITB Clause 17 shall also be suitably extended. The bidder may refuse the request without forfeiting his Earnest Money Deposit (EMD). A bidder accepting the request and granting extension will not be permitted to modify his bid.

## **19. PREPARATION OF BID**

- 19.1 The Bid shall be submitted online and in physical form in parts / covers as mentioned below:-
- (i) Tender Fee, EMD (Both Online & Physical).
  - (ii) Tender Processing Fee (Only Online)
  - (iii) Technical Bid (Both Online & Physical)
  - (iv) Price Bid (Only Online).

Bidders are requested not to submit the hard copy of Financial Bid, along with the physical documentary evidence of submission of Tender Fee, EMD of tender, Technical bid, and sample of quoted item. In case the hard copy of financial bid is submitted the tender shall be straightway rejected.

Also, uploading of the price bid in prequalification bid or technical bid will result in rejection of the tender.

The entire Document which will become part of the tender (Online, Physical) should be either typed or written in indelible ink and the same shall be signed (& with official seal) by the tenderer or by a person(s) who has been duly authorized to bind the tenderer to the contract.



The tender shall be duly signed at the appropriate places as indicated in the TE documents and all other pages of the tender including printed literature, if any shall be initialed by the same person(s) signing the tender. The tender shall not contain any erasure or overwriting, except as necessary to correct any error made by the tenderer and, if there is any such correction; the same shall be initialed by the person(s) signing the tender. The entire document being part of tender document should be page numbered.

A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warranty that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.

19.2 In case Bidder is claiming for exemption from payment of Earnest Money, in accordance with SCC clause, then documentary evidence must be submitted in both Physical and in Online Mode.

19.3 (a) Prices are to be quoted in the attached Price Bid format online as per the directions on the official website.

Note: - It is the responsibility of tenderer to go through the TE document to ensure furnishing all required documents in addition to above, if any.

#### **D. SUBMISSION OF TENDERS**

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##### **20. Method of Bids submission**

20.1 (a) The tender shall be submitted in online and in physical form as mentioned in ITB clause 19.

(b) Technical bid should contain the clause by clause compliance statement for the quoted goods vis-à-vis the technical specifications in the tender enquiry in addition to other required document as mentioned in TE Document.

(c) Technical bid should contain the brochure, catalogue of offered/ quoted items which should reasonably explain in detail about the quoted items & it should also confirm the clause –by- clause compliance of technical specification as asked in TE Document and other technical details incorporated by the purchaser in the TE documents to establish technical responsiveness of the goods and services offered in its tender.

(d) In case there is any variation and/or deviation between the goods & services prescribed by the purchaser and that offered by the tenderer, the tenderer shall list out the same in a chart form without ambiguity and provide the same along with its tender.

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

Failure in complying above mentioned clause 20.1, may lead to rejection of tender.

Bidders are requested not to submit the hard copy of Financial Bid, along with the physical documentary evidence of submission of Tender Fee, EMD of tender, Technical Bid. In case the hard copy of financial bid is submitted in physical form, the tender shall be straightway rejected.

Also, uploading of the price bid in prequalification bid or technical bid will result in rejection of the tender

Unless otherwise specified, the tenderers are to submit its tender online and deposit the physical form of tenders (Tender Fee, EMD, Technical bid and if applicable documentary support for seeking

exemptions of EMD as per SCC clause are to be submitted in physical form, no other documents are required to be submitted in physical form) in sealed envelope to the purchaser address.

20.2 (a) The envelopes shall be addressed to the purchaser at the following address:

Bihar Medical Services and Infrastructure Corporation Limited  
5<sup>th</sup> Floor BiscomaunBhavan, Gandhi Maidan, Patna- 800001, Bihar.

The envelope shall bear (the name and address of the Purchaser), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time) & may be sent by registered post or delivered in person on above mentioned address (address is given in Clause 20.2 (a) above). The responsibility for ensuring that the Sealed envelope containing documentary evidence of Tender Fee, EMD and / documentary support for seeking exemptions of, EMD as per SCC clause are delivered in time would vest with the bidder and The purchaser shall not be responsible for any delay. In the event of the specified date for physical submission of tender falls on /is subsequently declared a holiday or closed day for the purchaser, the tenders will be received up to the appointed time on the next working day.

- (b) The Physical form of tender shall be delivered up to **29<sup>th</sup> September 2015** by **13.00 Hrs** to Bihar Medical Services & Infrastructure Corporation Ltd., 5<sup>th</sup> Floor, BiscomaunBhavan, Gandhi Maidan, Patna, if delivered elsewhere will be rejected.
- (c) Venue of bid opening: **29<sup>th</sup> September 2015** at 15.00 hrs on the website of [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in) at BMSICL, Patna, If due to administrative reason, the venue of Bid opening is changed, it will be displayed prominently on the notice board of the Purchaser's office/at the Website address ...<https://www.eproc.bihar.gov.in>.

Note: - If the envelopes is not sealed and marked as required at ITB Clause 20.1 and 20.2, the bid shall be rejected.

## **21. DEADLINE FOR SUBMISSION OF BIDS**

- 21.1 Bids must be received by the Purchaser at the address and up to the due date and time specified under ITB Clause 20.2.
- 21.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents in accordance with clause 6 in which case all rights and obligations of the purchaser and bidders previously subject to the deadline will thereafter be subjected to the deadline as extended.

## **22. LATE BIDS**

Any bid received by the purchaser after the deadline for submission of bids prescribed by the purchaser pursuant to clause 21, shall be rejected and the physical form of technical bid will be returned unopened to the bidder.

## **23. MODIFICATION AND WITHDRAWAL OF BIDS**

- 23.1 No bid may be modified subsequent to the deadline for submission of bids. The bidder may modify or withdraw its bid after submission, provided that written notice of the modification or withdrawal is received by the purchaser prior to the deadline prescribed for submission of bids along with a written power of attorney authorizing the signatory of the withdrawal.
- 23.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched as required in the case of bid submission in accordance with the provision of ITB Clause 20. A withdrawal notice may also be sent by FAX/ e-mail but followed by a signed confirmation copy by

post not later than the deadline for submission/ uploading of bids.

- 23.3 Bids requested to be withdrawn in accordance with ITB Clause 23.1 above, shall be returned unopened to the Bidders.
- 23.4 No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified in ITB Clause 18. Withdrawal of a bid during this interval may result in the forfeiture of the Bidder's Earnest Money Deposit (EMD), pursuant to ITB Clause 17.7

## **E. BID OPENING AND EVALUATION**

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### **24. OPENING OF BIDS BY PURCHASER**

- 24.1 The purchaser shall open the technical bids in the presence of bidders or their authorized representatives who chose to attend, at the due date and time of bid opening. The bidder's representatives, who are present, shall sign in an attendance register. Authority letter to this effect shall be submitted by the bidders before they are allowed to participate in bid opening (A Format is given in Section VI).
- 24.2 A maximum of two representatives of any bidder shall be authorized and permitted to attend the bid opening.
- 24.3 The bidder's names, modifications, bid withdrawals, requisite Earnest Money Deposit (EMD) and such other details as the purchaser, at its discretion, may consider appropriate will be announced at the time of opening. No bid shall be rejected at the time of bid opening, except for late bids, bids without Tender Fee, EMD ( except in case where exemption of EMD has been requested in pursuant to Special condition of Contract ) & for such rejected bid no further evaluation will be done .
- 24.4 The price bids of bidders whose Technical bids are found technically responsive and comply with the bid documents will only be considered for financial evaluation. The date of opening of financial bids shall be communicated to such bidders, whose Technical bids are found technically responsive. The bidder's representative may be present at the time of opening of price bid at the pre-appointed time, date and venue.
- 24.5 The date fixed for opening of bids, if subsequently declared as holiday by the Government, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

### **25. CLARIFICATION OF BIDS**

To assist in the examination, evaluation and comparison of bids, the purchaser may, at its discretion ask the bidder for the clarification of its bid. The request for the clarification and the response shall be in writing. Unless the purchaser asks for change in price due to clarifications sought, the bidder is not permitted to alter the price Bid (online submission only).

### **26. PRELIMINARY EVALUATION**

- 26.1 Purchaser shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order. Bids from representatives, without proper Authorization from the manufacturer as per Section VI, shall be treated as non-responsive
- 26.2 Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the purchaser. If there is a discrepancy

between words and figures, the amount in words shall prevail. If the supplier does not accept the correction of the errors, his bid shall be rejected.

- 26.3 Prior to the detailed evaluation pursuant to ITB Clause 27, the Purchaser will determine the substantial responsiveness of each bid to the Bid Document. For purposes of these clauses, a substantially responsive bid is one which confirms to all the terms and conditions of the Bid Documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security (GCC clause 5) , Warranty (GCC clause 14), Force Majeure (GCC clause 21), Applicable Law (GCC clause 28) and Taxes and duties (GCC clause 30) along with deviation in Technical Specifications will be deemed as material deviation. The purchaser's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.
- 26.4 A bid, determined as substantially non-responsive will be rejected by the purchaser and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.
- 26.5 The Purchaser may waive any minor infirmity or non-conformity or irregularity in a bid which doesn't constitute a material deviation, provided such waiver doesn't prejudice or affect the relative ranking of any bidder.

## **27. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS**

- 27.1 **Please note in the event of financial bid opening, due to provisions/ compulsion of e-tendering system if complete quoted product list of financial bid of a bidder is opened then only those financial bid of quoted product shall be considered of whose technical bid has been found eligible by the Technical Evaluation Committee.** The Purchaser shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to ITB Clause 26.
- 27.2 The purchaser's evaluation of bid will take into account, in addition to the bid price (ex-factory/ex-warehouse/off-the-shelf price of goods offered from India, such price to include all costs as well as duties and taxes paid or payable on components and raw materials incorporated or to be incorporated in the goods, and excise duty on finished goods if payable) and price of incidental services, the following factors, in the manner and to the extent indicated in ITB clause 27.3 and in the Technical Specifications:
- (a) i) cost of inland transportation, insurance and other costs within India incidental to the delivery of goods to their final destination;
- 27.3 Pursuant to ITB clause 27.2 the following evaluation methods will be applied:
- (a) **Inland transportation, ex-factory/ from port-of-entry, insurance and incidentals.**
- (i) Inland transportation, insurance and other incidentals, for delivery of goods to the Project site as stated in ITB clause 13.2. These costs will be added to bid price.
- (b) **Deviation in Payment Schedule:**
- (a) The General Conditions of Contract clause 15 indicate the payment schedule offered by the **Purchaser**. If a bid deviates from the schedule and if such deviation is considered acceptable to the **Purchaser**, the bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the bid as compared to those stipulated in this invitation at a rate of 12% per annum.
- (b) Spare parts and after sales service facilities in India:  
The cost of the **Purchaser** of establishing the minimum service facilities and parts inventories, as outlined elsewhere in the bid invitation, if quoted separately, shall be added to the bid price.
- (c) **Comprehensive Annual Maintenance Contract (CAMC):**
- (i) The Purchaser desires to have **separately** comprehensive maintenance charges for a period of 7 years after the expiry of free maintenance period, clearly indicating year wise

comprehensive maintenance charges, which shall be added to the bid price at a discount rate of 8% per annum. **Bids without this charge will be considered as non-responsive.**

(ii) Any major repair pointed out by the **Purchaser** shall be rectified by the Supplier from the date of intimation within a period of 3 calendar days and commission the equipment to the satisfaction of the Purchaser, failing which the purchaser has write to levy a penalty on the Supplier a sum of Rs.\_2,500/- per day or part thereof for each equipment until the equipment are repaired and commission to the satisfaction of the Purchaser. No repairment may also lead to forfeit of Security deposit.

**(d) Spares:**

- (i) The supplier shall be required to provide a list and rates of spare parts recommended for maintenance for three years after the end of Guarantee period of three years. The purchaser may elect to purchase the recommended spares from the supplier at any time including at the end of warranty/ AMC, provided that such purchase shall not relieve the supplier from any warranty/ AMC obligations under the contract.
- (ii) The cost of spares quoted by bidder will not be used at arrive at finalization.
- (iii) In the event of termination of production of the equipment/ spare parts, the supplier shall notify the purchaser at least two years in advance of the impending termination to enable the purchaser to procure life time spares. The supplier shall also provide at his own cost to the purchaser, the blue print drawings and specifications of spare parts if and when

**(e) Repair of faulty equipment and setting up of Repair Facilities:**

- (i) The supplier shall establish adequate repair facilities for repair of faulty equipment in India within a period six months from the date of purchase order.

**27.4 (i). Technical evaluation of the Bid will be done on the basis of technical qualification criteria and documents mentioned (TECHNICAL BID- COVER 'A') in Mandatory Documents Link present in the web portal of the [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in). Failing which the bid will not be considered for technical evaluation.**

**(ii). Hard copy of tender documents uploaded shall be submitted along with the tender fee and EMD as on or before the last day of submission of tender for purely evaluation purposes. However the submission of hard copy of uploaded tender document submitted does not substitute/modify the provisions of e-tendering system.**

**(iii). the technical evaluation shall be done only on the basis of documents/papers submitted by the bidder on [www.eproc.bihar.gov.in](http://www.eproc.bihar.gov.in).**

**(iv)However hard copy of uploaded tender shall be provided by the bidder firm along with the mandatory tender document fee and EMD for evaluation purpose only. This hard copy shall under no case substitute/modify the provisions of e-tender system.**

**28. CONTACTING THE PURCHASER**

- 28.1 Subject to ITB Clause 25, no bidder shall try to influence the Purchaser on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.
- 28.2 Any effort by a bidder to modify his bid or influence the purchaser in the purchaser's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

**29. POST-QUALIFICATION**

- 29.1 The Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the Contract satisfactorily, in accordance with the criteria listed in ITB Clause 15 & 16 and the information submitted by the bidder in the proforma for performance statement for the period of last three years given in Sec VI as well as other information the Purchaser deems necessary and appropriate.
- 29.2 An affirmative post-qualification determination will be a prerequisite for award of the contract to the lowest evaluated Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Purchaser will proceed to the next-lowest evaluated Bidder to make a similar determination of that Bidder's capabilities to perform satisfactorily.

**30. AWARD CRITERIA**

Subject to ITB Clause 32, the Purchaser shall award the Contract to the Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid and whose goods have been type approved/validated by the purchaser.

**31. PURCHASER'S RIGHT TO VARY QUANTITIES**

The Purchaser reserves the right at the time of Contract award or within the stipulated last date of delivery, to increase or decrease, by 25%, the quantity of goods and services beyond that originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

**32. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of purchaser's action.

**33. ISSUE OF NOTIFICATION OF AWARD**

- 33.1 The issue of Notification of Award shall constitute the intention of the Purchaser to enter into contract with the bidder.
- 33.2 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing by registered letter or by cable, to be subsequently confirmed in writing by registered letter, that its bid has been accepted
- 33.3 The bidder shall within 15 days of issue of the Notification of Award, give his acceptance along with performance security in conformity with Section VI provided with the bid document.

**34. SIGNING OF CONTRACT**

- 34.1 The issue of Notification of Award shall constitute the award of contract on the bidder.
- 34.2 Promptly after the Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser will send the Bidder the Contract Form provided in the Bidding Documents, incorporating all agreements between the parties.

34.3 Within fifteen (15) days of receipt of the Contract Form, the successful Bidder shall sign and date the Contract Form and return it to the Purchaser.

### 35. PERFORMANCE SECURITY

35.1 Within fifteen (15) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, using the Performance Security Form provided in the Bidding Documents or in another form acceptable to the Purchaser.

35.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 34 and ITB Sub Clause 35.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Earnest Money Deposit (EMD), in which event the Purchaser may make the award to the next-lowest evaluated bid submitted by a qualified Bidder or call for new bids.

### 36 GENERAL GUIDELINES FOR THE SUBMISSION OF E-TENDER

Instructions/ Guidelines for tenders for electronic submission of the tenders online have been annexed for assisting the prospective Tenderers to participate in e- Tendering.

- a) **Registration of Tenderers:** Any tenderer willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e- Procurement system, through logging on to <https://eprocbihar.gov.in>. The prospective Tenderer is to click on the link for e-Tendering site as given on the web portal.
- b) **Digital Signature certificate (DSC):** Each Tenderer is required to obtain a class-II or Class-III Digital Signature Certificate (DSC) from NIC for submission of tenders, from the approved service provider of the National Information's Centre (NIC) on payment of requisite amount.
- c) The Tenderer can search & download NIT & Tender Documents electronically from computer once he logs on to the website using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.
- d) **Submission of Tenders:** General process of submission, Tenders are to be submitted through online to the website at a time for each work, one in technical Proposal & the other is Financial Proposal before the prescribed date & time using the Digital Signature Certificate (DSC) the documents are to be uploaded virus scanned copy duly Digitally Signed. The documents will get encrypted (transformed into non readable formats).

Also hard copy of technical bid should be submitted as per the schedule mentioned in NIT.

**SECTION II- GENERAL CONDITIONS OF CONTRACT**



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## SECTION II

### GENERAL CONDITIONS OF CONTRACT

#### 12. DEFINITIONS

In this Contract, the following terms shall be interpreted as indicated:

- (a) **“The Purchaser”** means the Bihar Medical Services and Infrastructure Corporation Limited (BMSICL), the organization purchasing the Goods.
- (b) **“The Bidder”** means the individual or firm who participates in the tender and submits its bid.
- (c) **“Days”** means calendar days.
- (d) **“GCC”** means Conditions of Contract.
- (e) **“The Supplier”** means the individual or firm supplying the goods and Services under the contract.
- (f) **“The Goods”** means all equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the contract.
- (g) **“Services”** means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Supplier covered under the Contract.
- (h) **“End User”** means the consignees stated in the Schedule of Requirements.
- (i) **“The Notification of Award”** means the intention of the Purchaser to place the Purchase order on the bidder or to enter in to contract with the bidder.
- (j) **“The Contract”** means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all the attachments and the appendices thereto and all documents incorporated by reference therein.
- (k) **“The Contract Price”** means the price payable to the Supplier under the contract for the full and proper performance of its contractual obligations.
- (l) **“Validation”** is a process of testing the equipment as per the specifications including requirements for use in hospital is carried out in simulated field environment.

1.1 **Application:** The General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the contract.

#### 2. STANDARDS

The goods supplied under this contract shall conform to the standards prescribed in the Technical Specifications mentioned in section V and when no applicable standard is

mentioned, to the authoritative standard appropriate to the Goods Country or origin and such standards shall be latest issued by concerned Institution.

### **3. USE OF CONTRACT DOCUMENTS AND INFORMATION; INSPECTION AND AUDIT BY THE PURCHASER**

- 3.1** The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 3.2** The Supplier shall not, without the Purchaser's prior written consent, make use of any document except for purposes of performing the Contract.
- 3.3** Any document, other than the Contract itself, enumerated in GCC Sub-Clause 3.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.
- 3.4** The Supplier shall permit the Purchaser to inspect the Supplier's accounts and records relating to the performance of the Contract and to have them audited by auditors appointed by the Purchaser, if so required.

### **4. PATENT RIGHTS**

The supplier shall indemnify the purchaser 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.

### **5. PERFORMANCE SECURITY**

- 5.1** The supplier shall furnish performance security to the purchaser for an amount equal to 10% of the value of purchase order within 15 **days** from the date of issue of Notification of Award by the Purchaser.
- 5.2** 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.
- 5.3** The performance security denominate in Indian Rupees shall be in the form of Bank Guarantee/Demand draft issued by a Scheduled/Nationalized Bank. The performance security should be valid for the period beyond one hundred eighty (180) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty/ shelf Life Duration obligations
- 5.4** The performance security will be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations.

### **6. INSPECTION AND TESTS**

- 6.1** The Purchaser or his representative shall have the right to inspect and test the goods as per

prescribed test schedules for their conformity to the specifications. Where the Purchaser decides to conduct such tests on the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance like Testing instruments and other test gadgets including access to drawings and production data shall be furnished to the inspectors at no charge to the purchaser. The supply will be accepted only after quality assurance tests are carried out by the Purchaser as per prescribed schedule and material passing the test successfully.

- 6.2 Should any inspected or tested goods fail to conform to the specifications the purchaser may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet Specification requirements free of cost to the purchaser.
- 6.3 Notwithstanding the pre-supply tests and inspections prescribed in GCC Clause 6.1 & 6.2 above, the items /goods and accessories (if any) on receipt in the Purchaser's premises will also be tested during actual but before "take over" and if any equipment/ items /goods or part thereof is found defective, the same shall be replaced free of all cost to the purchaser as laid down in GCC Clause 6.4 below.
- 6.4 If any goods/ material or any part thereof, before it is taken over under GCC Clause 6.5, is found defective or fails to fulfill the requirements of the contract, the inspector shall give the Supplier notice setting forth details of such defects or failure and the supplier shall make the defective item good, or alter the same to make it comply with the requirements of the contract forthwith and in any case within a period not exceeding three months of the initial report. These replacements shall be made by the supplier free of all charges at site. Should it fail to do so within this time, the purchaser reserves the discretion to reject and replace at the cost of the supplier the whole or any portion of items/ goods as the case may be, which is defective or fails to fulfill the requirements of the contract. The cost of any such replacement made by the purchaser shall be deducted from the amount payable to the supplier.
- 6.5 When the performance tests called for have been successfully carried out, the inspector / ultimate consignee will forthwith issue a Taking over Certificate. The inspector /ultimate consignee shall not delay the issue of any "taking Over Certificate" contemplated by this clause on account of minor defects in the items /goods which do not materially affect the commercial / actual/intended use thereof provided that the supplier shall undertake to make good the same in a time period not exceeding two months. The Taking Over Certificate shall be issued by the ultimate consignee within six weeks of successful completion of tests. In this case, a Consignee Receipt Certificate issued by the consignee as per the Format given in Section VI shall be equivalent to "Taking Over Certificate", issuance of which shall certify receipt of goods in safe and sound condition. However, they shall not discharge the supplier of their warranty/ Shelf life obligation. The Consignee Receipt Certificate in respect of last consignment against the Contract will be equivalent to "Taking Over Certificate".
- 6.6 Nothing in GCC Clause 6 shall in any way release the Supplier from any warranty or other obligations under this contract.

#### **7.1 PACKING**

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.

- 7.2 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 and in any subsequent instructions ordered by the purchaser.
- 7.3 Packing Instruction: The supplier will be required to mark separate packages for each consignee. Each package will be marked on three sides with proper paint/indelible ink, the following:
- i. Purchaser:
  - ii. Contract No.
  - iii. Supplier Name
  - iv. Packing List reference Number

## 8. DELIVERY AND DOCUMENTS

- 8.1 Upon or before delivery of the Goods, the Supplier shall notify the Purchaser in writing and deliver the following documents to the Purchaser:
- (i) Three originals and two copies of the Supplier's invoice, showing Purchaser, the Contract number, Goods' description, quantity, unit price, and total amount. Invoices must be signed in original and stamped or sealed with the company stamp/seal;
  - (ii) Three copies of delivery note, railway consignment note, road consignment note, truck or air waybill, or multi-modal transport document showing Purchaser as Bihar Medical Services and Infrastructure Corporation Limited [ *enter correct name of Purchaser for excise purposes* ] and delivery through to final destination as stated in the Contract;
  - (iii) Copy of the Insurance Certificate, showing the Purchaser as the beneficiary;
  - (iv) Three copies of the packing list identifying contents of each package;
  - (v) One original of the manufacturer's or Supplier's Warranty certificate covering all items supplied;
  - (vi) Original copy of the Certificate of Inspection furnished to Supplier by the nominated inspection agency;
  - (vii) Other procurement-specific documents required for delivery/payment purposes.

The above documents shall be received by the Purchaser before arrival of the Goods (except where it is handed over to the Consignee with all documents) if not received, the Supplier will be responsible for any consequent expenses.

**Note:** *In the event that the documents presented by the Supplier are not in accordance with the Contract, then payment will be made against issue of the 'Consignee Receipt Certificate', to be issued in accordance with GCC Clause 6 above and after installation verification by BMSICL. The exact method of installation verification will be decided by Tender Inviting Authority.*

- 8.2 The actual delivery schedule will be given in Schedule of Requirement and / Notification of Award/ supply order. The delivery of the goods and documents shall be completed within 45 days from the date of issue of supply order.
- 8.3 All Technical assistance for installation, commissioning and monitoring of the equipment shall be provided by the Supplier at no extra cost during laboratory evaluation, validation/ type approval and field trial, if any.

- 8.4 The delivery period should include supply of items at the consignee place and there after successfully installation, demonstration of equipment at consignee place wherever required it should also include trial, run and commissioning.

## **9. TRAINING**

- 9.1 The bidder shall demonstrate and provide training on use and maintenance of the Equipment to the consignee's personnel/ the purchaser free of cost wherever required.

## **10. INCIDENTAL SERVICES**

- 10.1 The supplier may be required to provide any or all of the following services:

- (a) Performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- (b) Furnishing of tools required for assembly and/or maintenance of supplied Goods;
- (c) Performance of supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties provided that this service shall not relieve the supplier of any warranty obligations under this contract.
- (d) Furnish detailed operations and maintenance manual for each appropriate unit of supplied goods.

## **11. SPARES**

- 11.1 The supplier shall be required to provide a list of the following material and notifications pertaining to spare parts manufactured or distributed by the supplier of spares including cost and quantity considered for arriving at the price of spares.

- (a) Such spare parts as the purchaser may elect to purchase from the supplier provided that such purchase shall not relieve the supplier of any warranty obligation under the contract.
- (b) In the event of termination of production of the spare parts, the supplier shall:
  - i) give advance notification to the purchaser pending termination (not less than 2 years), in sufficient time to enable the purchaser to procure life time spare; and
  - ii) Following such advance intimation of termination, furnish at no cost to the purchaser, the blue prints, drawings and specifications of spare parts, if and when requested.

## **12. INSURANCE**

- 12.1 The Goods supplied under the Contract shall be insured in an amount equal to 110% of the EXW value of the Goods from "warehouse to warehouse" on "all risks" basis including war risks and strikes.

## **13. TRANSPORTATION**

Where the Supplier is required under the Contact to transport the Goods to a specified place of destination, defined in Consignee list, transport to such place of destination, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

## **14. WARRANTY/ SHELF LIFE**

- 14.1 The supplier shall warrant that the goods to be supplied shall be new and free from all defects and faults in materials used, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full conformity with the specifications and drawings. The supplier shall be responsible for any defect that may develop under the conditions provided by the contract and under proper use, arising from faulty material, design or workmanship such as corrosion of the equipment, inadequate quantity of material to meet equipment requirements, inadequate contact protection, deficiencies in circuit design and/or otherwise and shall remedy such defects at his own cost when called upon to do so by the Purchaser who shall state in writing in what respect the stores are faulty. This warranty shall survive inspection or payment for / and acceptance of goods, but shall expire (except in respect of complaints notified prior to such date) three years after the goods have been taken over under GCC Clause 6.5 above.
- 14.2 This warranty shall remain valid for three years after the goods or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract.
- 14.3 If it becomes necessary for the Supplier to replace or renew any defective portion(s) of the equipment under this clause, the provisions of the GCC Clause 14.1 shall apply to the portion(s) of the equipment so replaced or renewed or until the end of the above mentioned period of three years, whichever may be later. If any defect is not remedied by the supplier within a reasonable time, the Purchaser may proceed to get the defects remedied from other supplier etc., at the supplier's risk and expenses, but without prejudice to any other rights which the purchaser may have against the supplier in respect of such defects.
- 14.4 Replacement under warranty clause shall be made by the supplier free of all charges at site including freight, insurance and other incidental charges.
- 14.5 a. No conditional warranty will be acceptable.
- b. Warranty as well as Comprehensive Maintenance contract will be inclusive of all Accessories and Turnkey work and it will also cover the following wherever applicable:-
- Any kind of motor.
  - Plastic & Glass Parts against any manufacturing defects.
  - All kind of sensors.
  - All kind of coils, probes and transducers.
  - Printers and imagers including laser and thermal printers with all parts.
  - UPS including the replacement of batteries.
  - Air-conditioners
- c. Replacement and repair will be under taken for the defective goods.
- d. Proper marking has to be made for all spares for identification like printing of installation and repair dates.
- 14.6 In case of any claim arising out of this warranty, the Purchaser/Consignee shall promptly notify the same in writing and /e- mail to the supplier.
- 14.7 Upon receipt of such notice, the supplier shall, within 72 hours on a 24(hrs) X 7 (days) X 365 (days) basis respond to take action to repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced parts/goods thereafter. The penalty clause for non-rectification will be applicable as

per tender conditions, mentioned under ITB clause 27.3 (d) under Annual maintenance contract. It may include but not limited to forfeiting of performance security & taking legal proceeding deemed fit as per applicable Indian Law.

- 14.8 The Purchaser/Consignee reserve the rights to enter into Annual Maintenance Contract / Comprehensive Maintenance Contract between Consignee and the Supplier for the period as mentioned in TE document.
- 14.9 The supplier along with its Indian Agent and the CMC provider shall ensure continued supply of the spare parts for the machines and equipments supplied by them to the purchaser for 10 years from the date of installation and handing over.
- 14.10 The Supplier along with its Indian Agent and the CMC Provider shall always accord most favoured client status to the Purchaser vis-à-vis it's other Clients/Purchasers of its equipments /machines/goods etc. and shall always give the most competitive price for its machines /equipments supplied to the Purchaser/Consignee.

## 15. PAYMENT TERMS

15.1 The method and conditions of payment to be made to the supplier under the contract shall be specified in the Special Conditions of Contract &/Notification of Award.

15.2 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 Services performed, and by documents submitted pursuant to GCC Clause 8, and upon fulfillment of other obligations stipulated in the Contract.

15.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.

*[Hint: The actual payment conditions for new products or procurements having installation and CMC/AMC services may be decided on case to case basis and incorporated in special conditions of the contract if required]*

15.4 (i) Form C and also a certificate stating that the tendered item (stores) are meant for the use of Govt. Hospital shall be provided by the purchaser on the request of the bidder as and when asked for. ( if applicable)

(ii) No payment will be made for goods rejected at the site on testing.

15.5 Payment for goods shall be made in Indian Rupees as follows:

- a) No advance payment is payable.
- b) 90% payment will be made against supply item at the respective sites against certification from the consignee in the format provided in schedule VI and after verification of installation / supply by purchaser (BMSICL, Patna.) or its nominated agency/person.
- c) The Balance 10% payment will be released after confirmation of submitted performance bank guarantee.

## 16. PRICES

16.1.1 (i) (a) Prices charged by the supplier for goods delivered and services performed under the contract shall not be higher than the prices quoted by the Supplier in his Bid.



(b) In the case of revision of Statutory Levies/Taxes during the finalization period of tender, the Purchaser reserves the right to ask for reduction in the prices.

(ii) (a) Prices once fixed will remain valid during the schedule delivery period. In case of Increase and decrease of Taxes and other statutory duties the effect on the price (Proportionally increase or decrease) should be decided by Tender Inviting Authority.. The decision of Tender Inviting Authority will be final for the same.

(b) Any increase in taxes and other statutory duties/levies after the expiry of the delivery date shall be to the supplier's account. However benefit of any decrease in the taxes/duties shall be passed on to the purchaser by the supplier.

## **17. CHANGE ORDERS**

17.1 The purchaser may, at any time, by a written order given to a supplier, make changes within the general scope of the contract in any one or more of the following:

- (a) drawings, designs or specifications, where Goods to be supplied under the contract are to be specifically manufactured for the Purchaser;
- (b) the method of transportation or packing;
- (c) the place of delivery; or
- (d) the services to be provided by the supplier.

17.2 If any such change causes an increase or decrease in the cost of, or the time required for the execution of the contract an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall accordingly be amended. Any proposal by the supplier for adjustment under this clause must be made within thirty days from the date of the receipt of the change in order.

## **18. SUBCONTRACTS**

The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this contract if not already specified in his bid. Such notification, in his original bid or later shall not relieve the supplier from any liability or obligation under the Contract.

## **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 its purchase order. In case the supply is not completed in the stipulated delivery period, as indicated in the Purchase Order, purchaser reserves the right either to short close/cancel this purchase order and/or recover liquidated damage charges. The cancellation/short closing of the order shall be at the risk and responsibility of the supplier and purchaser reserves the right to purchase balance unsupplied item at the risk and cost of the defaulting vendors.

19.2 Delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to any or all of the following sanctions: forfeiture of its performance security, imposition of liquidated damages and/or termination of the contract for default.

19.3 If at any time during the performance of the contract, the supplier encounters condition impeding timely delivery of the goods and performance of service, the Supplier shall promptly notify to the Purchaser in writing 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 period for performance of the contract (by not more than 20 weeks) subject to furnishing of additional performance security by the supplier @ 5% of the total value of the Purchase Order.

*[Hint: Each case of delivery extension shall have to be examined a fresh vis-à-vis the prevailing market prices]*

19.4 If supplier fails to perform its contractual obligations, pursuant to GCC Clause 19.3 above, the purchaser may consider debarring the firm for the period of 1-5 years for participation in future invitation of bids. The period of debar, as stated above, shall be at the sole discretion of the Purchaser.

## **20 LIQUIDATED DAMAGES**

20.1 The date of delivery of the goods stipulated in the acceptance of the tender should be deemed to be the essence of the contract and delivery must be completed no later than the dates specified therein. Extension will not be given except in exceptional circumstances. Should, however, deliveries be made after expiry of the contracted delivery period, without prior concurrence of the purchaser and be accepted by the consignee, such delivery will not deprive the purchaser of his right to recover liquidated damage under GCC Clause 20.2 below.

20.2 Should the supplier fails to deliver the store or any consignment thereof within the period prescribed for delivery, the purchaser shall be entitled to recover 0.5 % of the value of the delayed supply for each week of delay or part thereof for a period up to 20 (Twenty) weeks. In the case of package supply where the delayed portion of the supply materially hampers installation and commissioning of the systems, L/D charges shall be levied as above on the total value of the concerned package of the Purchase Order. Quantum of liquidated damages assessed and levied by the purchaser shall be final and not challengeable by the supplier. However, when supply is made within 21 days of QA clearance in the extended delivery period, the consignee may accept the stores and in such cases the LD shall be levied up to the date of QA clearance.

## **21. FORCE MAJEURE**

21.1 If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the Purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.

21.2 Provided, also that if the contract is terminated under this clause, the Purchaser shall be at liberty to take over from the Supplier at a price to be fixed by the purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture which may be in possession of the Supplier at the time of such termination or such portion thereof as the purchaser may deem fit, except such materials, bought out components and stores as the Supplier may wish with the concurrence of the purchaser elect to retain.

## **22. TERMINATION FOR DEFAULT**

22.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the supplier, terminate this contract in whole or in part

- a) If the supplier fails to deliver any or all of the goods within the time period(s) specified in the contract, or any extension thereof granted by the purchaser pursuant to GCC Clause 19;
- b) if the supplier fails to perform any other obligation(s) under the Contract; and
- c) if the supplier, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the purchaser may authorize in writing) after receipt of the default notice from the purchaser.
- d) If the Supplier, in the judgment of the Purchaser, has engaged in corrupt and fraudulent practices in competing for executing the Contract, pursuant to ITB Clause 2.

22.2 In the event the purchaser terminates the contract in whole or in part pursuant to GCC Clause 22.1, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the supplier shall be liable to the Purchaser for any excess cost for such similar goods. However the supplier shall continue the performance of the contract to the extent not terminated.

22.3 In the event, any sums found due to the Purchaser / Government under or by virtue of the fulfillment of contractual obligations, these shall be recoverable from the Supplier and his / its properties, movable and immovable, under the provisions of the Revenue Recovery Act, for the time being in force as tough as they are arrears of land revenue or in any manner and within such time as the Purchaser / Government may deem fit. Any sum of money due and payable to the Supplier from Government / Purchaser may be adjusted against sum of money due to the Supplier under any other contract.

## **23. TERMINATION FOR INSOLVENCY**

The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, without compensation to the supplier. If the supplier becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

## **24. TERMINATION FOR CONVENIENCE**

24.1 The Purchaser, 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 Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

24.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

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

## 25. SETTLEMENT OF DISPUTES

- 25.1 If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 25.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 25.2.1 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.
- 25.2.2 The dispute resolution mechanism to be applied shall be as follows:
- (a) In case of Dispute or difference arising between the Purchaser and a domestic 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 arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Medical Council of India.
  - (b) Where the value of the contract is Rs.1 crore and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the Medical Council of India.
  - (c) In case of Dispute with a foreign supplier, the dispute shall be settled in accordance with provision of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules. The Arbitral Tribunal shall consist of 3 Arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Medical Council of India.
  - (d) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) and (c) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the Medical Council of India, both in cases of the Foreign supplier as well as Indian supplier, shall appoint the arbitrator. A certified copy of the order of the Medical Council of India making such an appointment shall be furnished to each of the parties.
  - (e) The venue of Arbitration shall be the place from where the contract is issued i.e Patna, and the language of the arbitration proceedings and that of all councils and communications between the parties shall be English.
  - (f) The decision of the majority of arbitrators shall be final and binding upon parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the

preparation, presentation, etc. of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself.

- (g) The Arbitration and Conciliation Act of 1996 the rules herewith and any statutory modification or reenactment thereof shall apply to arbitration proceedings.

25.3 Notwithstanding any reference to arbitration herein,

- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) the Purchaser shall pay the Supplier any monies due the Supplier.

25.4 The contract shall be governed by and interpreted in accordance with the laws of India from the time being in force. All disputes arising out of this tender will be subject to jurisdiction of courts of law in Patna

## **26. LIMITATION OF LIABILITY**

26.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to GCC Clause 4,

- (a) the Supplier shall not be liable to the Purchaser, whether in contract, or otherwise, for any indirect or consequential loss 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 Supplier to pay liquidated damages to the Purchaser and
- (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective items/goods

## **27. GOVERNING LANGUAGE**

27.1 The Contract shall be written in English language. All correspondence and other documents pertaining to the Contract that are exchanged by the parties shall be written in the Hindi / English language.

## **28. APPLICABLE LAW**

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

## **29. NOTICES**

29.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address.

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

**SECTION III- SPECIAL CONDITIONS OF CONTRACT**

## SPECIAL CONDITIONS OF CONTRACT

1. The special conditions of contract shall supplement the 'Instructions to the Bidders' as contained in Section I & "General Conditions of the Contract" as contained in Section II and wherever there is a conflict, the provisions herein shall prevail over those in Section I and Section II.
2. No Exemption from payment of EMD is permitted except in case of manufacturer located in Bihar will be guided by the Sankalp no. 675 (1) dated 09/09/2013 of Govt. of Bihar for the technical qualification of EMD and security deposit. Copy of the said Sankalp may be seen on the website of BMSICL, i.e. [www.bmsicl.gov.in](http://www.bmsicl.gov.in). No exemption in tender fee will be allowed in any case.
3. **Rate Contract:** The tender is also a 'Rate Contract'. The bidders are expected to quote their best rates for the equipment. The rates quoted by the bidder shall remain valid for two year from the date of signing of contract and the bidder will have the option to extend the period of price firmness for a further period of one year ,as mutually agreed by BMSICL & Bidder, hereby referred as minimum firmness period ( after successful completion of two years of price firmness contract) during which BMSICL or any of the user Institutions under the Government of Bihar, may place order for the supply and installation of same equipment procured under this tender. If the tender inviting authority/user institutions choose to place the orders for supply, installation and commissioning, the successful bidder is bound to supply the same make/model of the equipment at the same rate and same terms and conditions of this tender to such agencies/institutions, placing the repeat order. The rate contractors can withdraw at any point of time, after the minimum price firmness period, but not after accepting the Letter of Intent or entering into Agreement with BMSICL or any other user Institution under the Government for the Quantity for which it has entered into Agreement with BMSICL/User Institutions during the minimum price firmness period. BMSICL/User Institutions can also withdraw from rate at any point of time after minimum price firmness periods, but not after entering into Agreement with the rate contractor for the Quantity for which the Contract is already signed by both parties.
4. The tender will be processed through E –tender mode only , So tender should be submitted in following manner:-
  - a. Tender fee & EMD fee. – Both Online & physical form
  - b. Technical Bid – Both Online & physical form.
  - c. Price Bid - Online Only.

Bidders are requested not to submit the hard copy Financial Bid along with the physical form of Tender Fee & EMD fee, Technical bid. In case the hard copy of financial bid is submitted in physical form, the tender shall be straightway rejected. Also, uploading of the price bid in technical bid will result in rejection of the tender.

5. If asked by the purchaser then the tendered has to do demonstration of equipment. In the demonstration tendered has to show the clause by clause compliance of technical specification. If it is not possible to carry out the demonstration at office of Purchaser in that case Demonstration of quoted items may be taken place at outside. In case of out station demonstration, the cost of arranging the same should be taken by the tenderer. No exception should be allowed in this case.

**SECTION IV- SCHEDULE OF REQUIREMENTS & CONSIGNEE LIST**



**SCHEDULE OF REQUIREMENTS**

<b>Schedule No.</b>	<b>Brief Description of Goods and Services</b>	<b>Qty./No.</b>	<b>Delivery Schedule ( in days)</b>	<b>Earnest Money Deposit (EMD) in Indian Rupees</b>
1	Fowler Bed	-	45	5,000/-
2	Adjustable Bed Side Table	-	45	5,000/-
3	Stretcher Trolley	-	45	5,000/-
4	Three Fold Bed Side Screen	-	45	5,000/-
5	Lung Function Test Machine	-	45	20,000/-
6	EMG Machine	-	45	10,000/-
7	Evoked Potential System	-	45	10,000/-
8	Respiratory Gas Analyser with 12 Channel Data Acquisition System	-	45	10,000/-
9	Digital Radiography	-	45	3,00,000/-
10	Plain Hospital Bed	-	45	5,000/-
11	Instrument Trolley	-	45	5,000/-
12	Emergency & Recovery Trolley	-	45	5,000/-
13	Revolving Stool SS	-	45	5,000/-
14	Cylinder Trolley	-	45	5,000/-
15	Head Light For ENT OT	-	45	6,000/-
16	BERA	-	45	6,000/-
17	1000 mA X-Ray Machine with IITV and Fluoroscopy	-	45	30,000/-
18	Polygraph Machine/Data Acquisition Machine	-	45	5,000/-
19	Pentahead Microscope with Camera	-	45	6,000/-
20	Pediatric Bed	-	45	5,000/-
21	Bedside Stool/All Purpose Stool	--	45	5,000/-
22	Examination Couch	-	45	5,000/-
23	Dressing Trolley	--	45	5,000/-
24	Micro Motor Head Piece & Burr	-	45	12,000/-
25	ENT Unit Set	-	45	20,000/-
26	THR Set	-	45	20,000/-
27	CO2 Laser for ENT	-	45	20,000/-
28	OCT Machine	-	45	20,000/-
29	Dental Chair	-	45	20,000/-
30	Bed Side Locker	-	45	5,000/-
31	Projection Microscope	-	45	7,000/-
32	Soiled Linen Trolley	-	45	5,000/-
33	Double Step Stool	-	45	5,000/-
34	FESS Set with Endoscope	-	45	20,000/-

Note: Delivery Schedule expressed above is the number of days required to deliver the item at Consignee Location from the date of issue of Purchase order. It will also include successful installation of equipment & commissioning & trial run (if applicable). Actual Delivery scheduled will be mentioned at the time of issuing of Supply Order.

**Consignee list**

**Consignee detail will be provided after finalization of rate contract.**

**SECTION V: TECHNICAL SPECIFICATIONS**

### Fowler Bed

- Fowler bed should be of following minimum dimension: 2080 mm LX920 mm W X 560 mm H (without mattress).
- Should have at least four sections. Top flat platform made of detachable CRCA perforated sheet.
- Bed frame must be sturdy and stable to support weight of at least 150 kg. The frame structure should be made up of at least 16 G CRC, rectangular/ circular pipe of 60 mm X 30 mm.
- Bed frame mounted on round/ rectangular tube of minimum 30mm diameter and 16 G thicknesses, fitted with 125 mm castors, 2 with breaks and having rust proof body.
- All adjustments for fowler position must be obtained from crank shaft, manually operated with stainless steel foldable handle on both the shaft.
- The finished bed must be rust proof, pre-treated and treated with epoxy polyester antimicrobial powder coated to increase the bacteriostatic property.
- The bed should have a pair of swing down type full length side rails, MS powder with self- locking.
- Should have easily removable head and foot panels made up of SS with four corner buffers.
- Mattress area of approximate Length 2000 to 2010 mm X Width 900 to 910 mm, Height:- 500 to 550 mm(without mattress).
- There should be suitable buffer mechanism to avoid hitting of the bed to the wall.
- Should have provision of fixing suitable rod for hanging intravenous/ irrigation fluid bottle on both sides at head end and foot end. Each bed should be supplied with 2 nos. good quality telescopic I.V. rods.
- Should have hooks on bed frame on both side for holding urine/ drainage bag (at least 4 nos. in each bed).
- Each bed must be quoted with one no. four section mattress of dimension (2000 mm X 900 mm) with washable cover of lasting quality. The mattress should be made of high density PU foam of 100 mm thickness.
- Back rest and leg rest shall have three mattress guards.
- All SS parts should be matt finish and made of 304 grades/ 16 gauze.

### Adjustable Bed Side Table

1. Overall size of top should be 810 mm x 352 mm W.
2. Fitted with gas spring mechanism shall have latch pressing mechanism for lowering down the table top:  
The raising of the top shall be done by merely lifting up without pressing the latch.
3. The gas spring shall be housed in aluminium extruded telescopic section for smooth sliding up and down from approx. 760 to 1050 mm.
4. Two sections top shall be fixed on 19mm square ERW tube frame work. Fixed section is provided with rounded SS railing of mm dia rod on three sides.
5. Bigger section of the table top should be hinged & could be inclined to raise position options front side of bigger section of the top should be provided with raised PVC edge to prevent things from slipping off top.
6. 5. Base of adjustable table should be made from 40 mm x20 mmx 16 G rectangular tube welded to 40 mm x 75 mm x 5mm thick channel connecting length 640 mm and should be fitted with four castor wheel dia 50mm.
7. M.S. tubular part, Linkages, flats are to be in House, pre-treated, shot Blasting and Epoxy powder coated as per ISI standard, 50 to 60 microns.

### Stretcher Trolley

- Overall Size: 1905 mm L x 710 mm W x 660 mm To 910 mm H.
- Stretcher dimension approx. 1830 mm L x 555 mm W.
- Two section top. Height adjusted by foot operated maintenance free hydraulic pump.
- Height adjustment shall be obtained by hydraulically operated mono block type linear actuator pump foot operated actuation having stroke of 140 +/- 5 mm, push force 10 KN at 270 bars, number of complete pump stroke 22 to 24 for full stroke length.
- X-ray permeable removable stretcher, Backrest raised on ratchet.
- Quick trendelenburg as well as reverse trendelenburg positions shall be provided with easily accessible operating handle provided with two gas springs for easy action. S.S. saline rod with 12 mm dia S.S. rod shall telescope in SS socket tube approx. 15.8 mm dia x 18G welded on angular base bracket of 14G SS sheet. Nylon bracket provided to prevent colour damage.
- It could be placed at four different locations. Complete with sliding X-ray cassette holder, storage tray.
- Trolley shall be mounted on 125 mm dia non-rusting imported castor wheels two with brakes and two without.
- Castor housing and wheels made from high grade non floor-staining synthetic materials with integrated thread guards. Wheel centre having precision ball bearing to run smoothly.
- Complete with corner buffers, one on each corner. Covered handles. Oxygen cylinder arrangement.
- It shall have a pair of Stainless steel tuck down type railings made of 19 mm dia x 18G tube fitted with M.S. brackets. Effective railing height above main frame is approx. 235 mm & length of the railing is 1175 mm.
- All MS parts and 8 tank Pre-treated & powder coated & SS parts finished with Matt polish.

### Three Fold Bed Side Screen

- SS Screen stand.
- Overall size: 1680 mm L × 2450 mm W approximately.
- Three folding partitions.
- Tubular framework made from 19 mm dia × 1.2 mm ERW tube.
- Base tubular made from 25.4 mm dia × 1.2 mm tube, fitted with 50 mm dia non rusting castor.
- Middle frame 1220 mm and side frame 610 mm W and each frame attached with four hooks.
- All MS parts are pre-treated and powder coated.
- All SS parts to be 304 grade/16 gauze.

## Lung Function Test Machine

### **Body plethysmograph system with facilities to measure the following parameters:-**

- a) Spirometry including bronchial challenge test
- b) Thoracic gas volumes
- c) Airway resistance and conductance
- d) Single breath diffusion capacity of Lungs (DLCO-sb) with Helium (He)/Methane (CH<sub>4</sub>) tracer gas.
- e) Maximum inspiratory and expiratory pressures.
- f) Intra Breath Diffusion capacity.
  - The body box should be standard Aluminum/Acrylic with an internal volume of 700-900 Ltrs, It should be transparent with visibility from inside as well as from outside, operable from both sides, equipped with intercom.
  - Should have a multiuse heated screen/Lilly/ Fleisch Pneumotachograph with range, linearity, resistance and accuracy meeting or exceeding American Thoracic Society-European Respiratory Society Standards.
  - Resistance/ conductance studies by both panting and tidal breathing, software should allow manual fitting slope to the data.
  - Dosimeter/ Aerosol generation system controlled by software for challenge test.
  - Gas analysis should meet the American Thoracic Society- European Respiratory Society Standards for stability, linearity, response time and accuracy.
  - Calibration and test gases: Gas mixtures for calibration and 500 tests; Cylinders should be supplied with double stage pressure regulators.
  - Should be supplied complete with calibration syringe, Trolley, software, manual and standard accessories, pulmonary filters (500 nos.); reusable mouth pieces (100), nose clips (10), adaptors for mouth pieces, additional screen (3) (for screen pneumotachs only) and other standard accessories.
  - Should be supplied with compatible branded computer –Intel core i5, 3.1 GHz ,8 Gb RAM, 21” TFT colour monitor , CDR/W-DVD Drive, Keyboard, Mouse, Hard Disc Drive( 1Tb SATA) USB port, window 7/8,PC Trolley.
  - PC and printer Trolley.
  - Laser printer
  - Online UPS 1 KVA with 1 hour battery back-up.
  - Should have US- FDA & European CE certification.
  - Only manufacturers or their authorized representatives are eligible to bid for the tender. In case of authorized representative, it is mandatory to attach authorization certification from manufacturer for sale and servicing.



### EMG Machine

1. Should be a PC based system. Should have adaptor box with dedicated keyboard on it or if possible all controls shall be on the amplifier box.
2. It shall have option to feed patient information such as ID, Date, Patient information, Age, Sex, Height, Physician, Technician, Ref. Physician Diagnosis etc.
3. It shall continuously display patient information test name and nerve being tested.
4. It shall have shock stimulator, headphones for auditory stimulator and extra monitor or VEP stimulator.
5. Smooth Expandable arm for holding EMG amplifier shall be provided.
6. Amplifier box shall be easily mountable / demountable from the stand.
7. It shall have volume control ON/OFF switch on the amplifier box.
8. Adaptor box shall have provision for grounding.
9. It shall have inbuilt speaker for EMG.
10. It shall have provision to switch ON/OFF and save the waveforms from the shock handle only.
11. Shock handle shall have provision to give shock to the adults as well as pediatrics.
12. It shall fully isolated shock stimulator and amplifier for patient safety.
13. It shall have footswitch for start/stop/save.
14. It shall have compatibility with USB1/USB2.
15. It shall have inbuilt battery backup for at least 30 minutes or more.
16. It should have EMG / NCV / EP Studies with following features.
  - a. Channels : 4
  - b. Sensitivity : 0.1, 0.2, 0.5, 1, 2, 5, 10, 20, 50, 100, 200, 500 Y/div; 1,2,3,5,10,mV/div.
  - c. High cut : 2 pole (12 dB / octave) filter, selectable at 100, 200, 500 Hz, 1,2,3,5,10 khz.
  - d. Low cut : Selectable at 0.2, 2, 20, 30, 100, 200, 500 hz.
  - e. Sweep speeds (NCS & EP) : 1 to 500ms/div. in 17 steps.  
(1,1.5,2,3,5,7.5,10,15,20,30,50,75,100,150,200,300,500)
  - f. Sweep speeds (EMG) : 2 to 500 ms/div in 12 steps  
(2,4,6,10,20,30,50,100,150,200,300,500)
  - g. CMRR : >100dB
  - h. Input impedance : >100 M Ohms (common mode)

- i. Noise : 3pV peak to peak (10Hz to 10 khz)
- j. A/D Converter : 14 bit analog-digital conversion.
- k. Averager : Number of averages per channel 2 to 10,000
- l. Electrical stimulation : 0.05, 0.10, 0.20, 0.50, 1.0ms

**m. Repetition rates**

- 0.5, 1, 3, 5, 10, 15, 20Hz pps regular or random repetition rates depending on stimulus type, sweep speed and control.

**n. Electrical stimulator**

- should have independent control, Hand held type having constant current electrical stimulator with stimulus intensity dial and stimulus trigger on handle with electrical range of 0-100 mA with adjustable duration, intensity and repetitive rate.

**o. Auditory stimulator**

- Should be a headphone having frequency range 0.25-8kHz, 0-100 dB intensity, having presentation on left, right or both ears, Pulse duration of 100us square wave clicks.

**p. Visual stimulator**

- Should have a monochrome VEP monitor for black and white, pattern reversal check board simulation, vertical bars, horizontal bars.

**OTHERS**

17. All the equipments supplied should operate from 200 to 240Vac, 50 Hz input supply.

18. Should be supplied with a PC of adequate configuration having HDD of storage not less than 360 GB HDD, DVD/CD writer, Colour Printer & USB Port.

19. Monitors provided along with PC should be 17" LCD / TFT and Colour Printer should be Colour Inkjet Printer.

20. Should supply online UPS of sufficient capacity with 1 hour backup to connect all the equipments supplied except Tread Mill system.

21. Should be supplied with a suitable Cart for keeping the equipment, PC, Printer and all the accessories.

22. Should supply the following accessories and consumables.

a. EMG / NSV disc electrodes.

b. Sensory ring electrodes.

c. EMG needle electrodes.

d. Stimulating electrodes.

e. Conductive gel & EPP paste.

f. Measuring tape 7 market.

g. Single fiber EMG facility

h. Autonomic nervous system testing kit.

i. Collision technique.

23. Should have safety certificate from a competent authority CE / FDA (US) / STQC CB certificate / STQC S certificate or valid detailed electrical and functional safety test report from ERTL. Copy of the certificate / test report shall be produced along with the technical bid.

## Evoked Potential System

Number of channels: 4

Amplifier gain: up to 150000 times

Analysis time: up to 10000 ms

Stimulus: Clicks, filtered clicks, Tone busts, speech, and provision to load external stimulus.

A/D resolution; 16 bit.

Low pass: 30Hz to 3000 Hz

High pass: 0.1 Hz to 300 Hz

User modifiable frequency specific SPL to HL & nHL: present

Stimulus intensity: up to 130 dB SPL

Stimulus duration: 0 to 250 ms.

Rate; 0.1 to 150/sec. in 0.1/ sec steps.

Masking: white noise, programmable levels.

Facility to add subtract, multiply & cross- correlate recordings.

Transducers: Insert phones, headphones, bone vibrator, tiptrode.

Test facilities: ABR, MLR, LLR, P300, MMN, stacked ABR, complex ABR module, & Speech ABR.

Provision of external trigger for EABR

A computer with the relevant hardware and software.

Operational and service manual.

Should work with 220V/50Hz power supply.

To be supplied along with a computer (specification enclosed)

### **Technical specification for integrated desktop computer/Laptop**

Processor: Intel core i5 4<sup>th</sup> gen.

Operating system: Windows 8

Display size: 15" wide TFT screen.

RAM: 4GB DDR 3

Hard drive: 500 GB SATA

Optical drive: super multi DVD+/-RW with double layer support.

Ethernet; 10/100/IGLAN

Sound card: Intel high definition audio 2.0

Ports: USB ports.

Optical mouse

### **Respiratory Gas Analyzer with 12 Channel Data Acquisition System**

- The system should be able to Record & measure VO<sub>2</sub> oxygen consumption , VCO<sub>2</sub> carbon dioxide production, VE Expired inute volume , RER respiratory exchange ratio, ECG, HRV, Body Temperature and Pressure aturate BTPS, Standard Temperature and Pressure Dry STPD, (VE / VO<sub>2</sub>), (VE / VCO<sub>2</sub>) etc. and hould generates a number of graphs like Metabolic Log Window , VE (BTPS) vs. VO<sub>2</sub>, VE (BTPS)vs. VCO<sub>2</sub>, VCO<sub>2</sub> vs. VO<sub>2</sub>, RER vs. time, VO<sub>2</sub> vs. time, VCO<sub>2</sub> vs. time , VE (BTPS) vs. time.
- High speed USB based recording unit along with Gas analysers, spirometer amplifier, flow-head and other transducers and accessories.
- Have oxygen sensor with minimum range of 5-100% oxygen and resolution of at least 0.02%, and the carbon dioxide sensor with minimum range 0-8% of carbon dioxide and resolution of at least0.1% and variable flow range of 0-185 ml/min for best performance and results.
- To perform online and offline analysis up to 32 channels.
- Supplied with breathing accessories and Douglas bags.
- To plot real time flow & volume loops. ECG switch box (lead I, II, III, aVL, aVF, aVR and V1 to V6) for real time cardiac axis and vector analysis.
- IEC 60601-1 & ISO 9001:2008 certified & making them safe for use with human subjects.
- An obligatory demonstration of the equipment and necessary training.
- To be supplied with Bicycle ergometer, branded computer & UPS.

## Digital Radiography

The system should have following essential features:-

1. Image Recording system( cassettes & Imaging plates)

The following size of Radiography cassettes along with image plates should be supported & supplied with the unit. Image plates must be flexible to accommodate curved cassettes in case of OPG'S.

Size	Quantity
14"x17"	2 Nos.
14"x14"	2 nos.
10"x12"	2 Nos.
8"x12"	2 Nos.
15cm *30cm	2 Nos.

2. **Image Reading (CR Reader/Digtizer)**

- The CR Reade/digitizer should be able to process up to 90 imaging plates/hour or more depending on size & application.
- It should have a resolution of 6 pixels/mm (minimum) for standard resolution cassette and 10 pixel for resolution cassettes reading.
- The system should have option of having high resolution cassette/reading for all cassette size including 14"x17" & 14"x14"
- It should have input/output buffer or cassette slots for cassette slots for 8 cassettes or more at one time.
- It should have a mammography reading resolution of 20 pixel/mm or more.

3. **Processing server/CR workstation with 19" LCD panel:**

- PC based unified server/ workstation for centralized patient identification & management of image/ studies.
- Process of identification should be ready for interface with existing Hospital information system (HIS) or Radiology information system (RIS) in DICOM protocols.
- This server must provide display of acquired images with a greater detail of demographic, like patient/ study listing for easy access.
- This server must provide full amount of post processing features like Geometric Corrections, window/ level Algorithms, Annotations such as markers, Predefined text, Drawing lines and geometrical shapes, Multi scale image contrast amplification, measuring distance & Angle and determining leg length differences, shuttering, histograms, zoom, gray scale reversal, Edge enhancement Noise Reduction indicate gray scale saturation level, latitude reduction.

- This terminal must provide a full fledged DICOM printing, should be able to print multiple format (More than four) of patient study, print a true size.
- Should be able to send DICOM images to DICOM viewing station.
- Should be equipped with DICOM CD writer for allowing examination of a patient to be written on to a CE in DICOM format for referral purposes.

#### **Dry Imager (for film printing)**

- The system must be a dry Imager, without need of any wet chemistry.
- The system must be DICOM 3.0 print service class provider, allowing minimum of 10 associations at a time.
- The system must be able to process up to 100 film/hour (minimum) depending on the size.
- The system must deliver its first film within 90 seconds from requested.
- The system must have spatial resolution of 500 PP/DPI (minimum for all size printed).
- The system must have contrast resolution of 12 bits. Pixel or more.
- The system must have at three online film sizes and should be capable to print of any of the 8"x10", 10"x12", 11"x14", 14"x14", 14"x17" sizes all three input trays should be freely configurable at user level for all mentioned film sizes.
- The system must not involve any wet process and must give a dry film in single stage (without any user intervention) functionality.
- The system must have a standard film sorter at the output for storing the film based on modality connected.
- It should have single step direct digital printing.
- Please quote the price of complete cassettes with imaging plates of different sizes in option.

#### **5. Interconnectivity:**

- Interconnectivity between various CR module should be Ethernet/TCP based i.e. RJ 45 connection (10/100Base T/LAN)

#### **6. Connectivity to PACS:-**

The system must be ready to integrate itself in PACS environment.

#### **7. Software:-**

- Application related software like pediatric, black border/ black masking should be available.
- The system should have software & hardware to perform full leg-full spine/Long body/imaging/image stitching.

#### **8. UPS:-**

The company should provide UPS for the whole system with minimum 30 minutes backup.

## Plain Hospital Bed

### Hospital Bed with Backrest

- Overall approx. size 2090mm L x 915mm W x 610mm H. bed frame approx. size: 1980mm L x 915mm W.
- The main frame should be made from 6cms x 3cms x 16 G ERW rectangular tubes.
- Two sections top should be made from 18 G C.R.C. sheets uniformly perforated and should be suitably fitted to the main frame.
- Back-rest should be maneuvered by the screw mechanism, welded with approx. 31.7mm dia x 16 G ERW M. S. Tube for linear movement in a approx. 38mm dia x 16 G ERW M. S. cover tube which can be smoothly operated on thrust bearings.
- One detachable handle should be provided chrome plated with.
- The bows should be made of approx. 31.75mm OD x 18 G ERW tubes with head bow of 106cm H and leg bow of 81 cm H both head and the leg bows should have one tubular horizontal support approx. 25mm dia x 18G ERW tube and three vertical supports of approx. 15.80mm dia x 18G ERW tubes.
- Bows should be provided with PVC shoes with nylon reinforcement molded on to the inside base of the shoe.
- Four IV Rod Locations. Suitable two section mattress covered with good quality rexine.
- All mild steel components should be thoroughly pre-treated chemically to remove rust and foreign matter like Grease, Oil etc. by dip tank process pre-treatment system.
- The treated Metal Surface should have coating of Epoxy Polyester Powder and oven baked at 180 degree to 200 degree Centigrade to avoid contamination of the clean metal surface from dust particles.



### **Instrument Trolley**

- Overall approx. size: Size: 680mm L x 450mm W x 900mm H.
- Stainless steel tubular frame work made of 25.4 mm OD x 18 G verticals mounted on 125 mm dia non-rusting castor two with brakes.
- Castor housing and wheels made from high grade non floor- staining synthetic materials with integrated thread guards. Wheel centre having precision ball bearing to run smoothly.
- Two stainless steel shelves of 20G thickness, with protective railings on three sides.
- The railing shall be made from dia 10 mm SS rod. Only 304 grade stainless steel should be used for trolley frame work and SS shelves. SS parts finished with Matt polish.

## Emergency & Recovery Trolley

### EMERGENCY & RECOVERY TROLLEY FOR GENERAL PROCEDURE

- Overall approx. size: 2030 mm L x 710 mm W (buffer to buffer) x 660- 910mm adjustable height.
- Removable stretcher size – 1830 mm L x 555 mm W approx.
- Main frame work to be made from 60 mm x 30mm x 16 G rectangular M.S. ERW tubes.
- Stretcher should be made of 18 G alluminium painted sheet dished in the middle and supported horizontally on 25.4mm OD x 14G Tubes.
- Three additional 31.75 x 6mm flat supports should be welded to support alluminium sheet top from underneath width wise.
- Pushing handle at both ends should be made of 25.4mm x 16G MS ERW tube covered with PVC sleeving.
- Four stump legs of 25.4mm x 16G ERW tube should be welded at the bottom of the stretcher frame.
- This should be provided with PVC or synthetic material having MS washer reinforced.
- Linkages and support system should be of sturdy M.S. flats.

### **Other features should be as follows:**

- Height adjustment should be obtained by hydraulically pump foot operated actuation having stroke of 140+/- 5mm, push force 10KN number of pump stroke 24 to 35.
- Quick Trendelenburg (of approx. 19 degree) as well as reverse Trendelenburg (of approx. 6 degree) positions should be provided with easily accessible operating handle provided with two gas springs for easy action.
- Telescopic I.V. Rod: S.S. saline rod with 12mm dia S.S. rod should telescope in SS socket tube approx. 15.8 mm dia x 18G welded on angular base bracket of 14G SS sheet.
- Nylon bracket provided to prevent colour damage.
- It could be placed at four different locations.
- Oxygen cylinder cage and a metal tray of size approx. 365 mm L x 260 mm W x 50 mm H of 18G CRCA sheet should be provided.
- Stainless steel swing away type railings made of 19mm dia 18G tube fitted with M.S. brackets.
- Effective railing height above main frame is approx. 235 mm & length of the railing is 1175 mm.
- Pushing handles covered with PVC or synthetic material grip should be provided on either side of trolley.
- The trolley should be fitted with 12.5cm diameter imported non-rusting castor wheels.
- Two with locking arrangement and one with direction lock. 25 mm thick suitable rubber mattress covered with good quality rexine.
- All mild steel components should be thoroughly pre-treated chemically to remove rust and foreign matter like Grease, Oil etc. by diptank process pre-treatment system.
- The treated Metal Surface should have coating of Epoxy Polyester Powder and oven baked at 180 degree to 200 degree Centigrade to avoid contamination of the clean metal surface from dust particles.

### Revolving Stool SS

- Minimum approx height should be 465 mm-475mm, and maximum approx height 670mm-680mm.
- Tubular four leg base should be of 25.4 mm OD x 18G thick tube.
- Stool should be adjustment in height by 25mm Dia.
- Machined screw is covered with min. 38mm x 16G vertical MS Round tube welded with four legs.
- A foot rest rings support made of 19 mm x 1.22 mm round tube.
- Approximately 290-300mm dia stainless steel top with bent burr free from sharp edges.
- Rubber shoe with nylon reinforcement.
- All components should be thoroughly pre-treated chemically to remove rust and foreign matter like grease, oil, etc. by dip tank processes, including separate Degreasing, Derusting, Phospating each followed by water rinsing and hot air drying to give phosphate coating.
- The treated metal surface should then be coated with epoxy polyester with paint film thickness of 60 microns and oven baked at 180 deg. and 200 deg. Centigrade. SS used should be of 304 quality.

### **Cylinder Trolley**

- Frame of the cylinder trolley should be with hi-grade MS tubular steel.
- Framework of the cylinder trolley should be mounted on two 10cm wheels.
- Epoxy powder coated.
- For big (250cft) Oxygen Cylinder.
- Mounted on 100 / 150 mm diameter castor for mobility.

### Head light for ENT OT

1. Should be a cold headlight system suitable for ENT Operating Theater.
2. Should have head light adjustment side to side and up and down.
3. Should be a coaxial fiber optic light headlight with a variable light spot.
4. Should have focusing sleeves for uniform quality illumination.
5. Should have an adjustable and light weight head band with lock.
6. Should use a halogen light source with spare lamp and should have provision to change over in the event failure of the primary bulb.
7. Should have provision to adjust light intensity.
8. Should work with input 200 to 240 Vac 50 Hz supply.

## BERA

- Must have Window based machine with 2 Channel Acquisition.
- Must Individual setting for AEP Test with operational Guide.
- Must have Individual sweep and sensitivity for each trace, which is adjustable after acquisition.
- Sweep speed 7.5, 10, 15, 20, 30, 50, 75, 100, 150, 200, 300, 500, 750, 1000.
- Must have Auto-protocol for AEP test with user defined intensities of 8 Ch. For each side total 16.
- With facility of LLR, MLR & P300 Test. Double buffered, Tones/Enveloped stimulation for different audio tests such as LLR, MLR, P300.
- Must have Latency/Intensity graph.
- Auto protocol with user defined intensities for fast hearing threshold measurement.
- Algorithm for rejection in AEP.
- Full set of startup kit.
- Patient Isolation for patient safety provided by optically isolating acquisition
- Module for input box.
- 2 channel modular AEP systems.
- The System facilitate like AEP, MLR, LLR & P300 test.
- On line help for placement of Electrodes.

### **TECHNICAL SPECIFICATIONS:**

Channels	: 2.
Sensitivity	: 0.1, 0.2, 0.5, 1, 2, 5, 10, 20, 50, 100, 200, 500 V/div; 1,2,3,5,10 mV/div.
High cut	: 2 pole (12 dB/octave) filter. Selectable at 100, 200, 500 Hz; 1, 2, 3, 5, 10 kHz.
Low cut	: Selectable at 0.2, 2, 20, 30, 100, 200, 500 Hz.
Sweep speeds	: 1 to 1000 ms/div (7.5, 10, 15, 20, 30, 50, 75, 100, 150, 200, 300, 500, 750, 1000)
C M R R	: > 100 dB
Input Impedance	: > 100 M Ohms (common mode)
Noise	: 0.5 $\mu$ V rms (1 Hz to 10 kHz)
A/D Convertor	: 14 bit analog-digital conversion.
Averager	: Number of averages per channel up to 9999.

### **Auditory Stimulation**

Stimulator	: Head Phone.
Stimulus	: Click (Rare, Comp., Alt), Tone bursts, Pips, Pure tone.
Frequency	: 250, 500, 750, 1000, 1500, 2000, 3000, 4000, 6000, 8000 Hz.
Intensity	: 0-110dB nHL (30-110dB SPL).
Presentation	: Left, right or both ears.
Click Duration	: 100 us square wave clicks, rarefaction, condensation or alternating polarity.

Envelopes : Linear, Gaussian, Black man, Hanning.

Masking : White noise contra lateral masking from 0 db to 80 db nHL (30-110 db SPL).

Rate : User definable.

**Item must have CE & US FDA certificate**

### **1000 mA X-Ray Machine with IITV and Fluoroscopy**

High powered X-Ray unit with digital flat panel for various fluoroscopy and radiography examinations for the department of Radio-diagnosis. The X-Ray tube & X-Ray generator should be from the same manufacturer. The unit should be completely integrated system (integrated X-Ray generator and image acquisition control console) having the following specifications.

#### **General:-**

- **1000** mA unit with microprocessor controlled high frequency X-Ray generator with power output of 80kw or more.
- Exposure kV range should be 40 to 50 kV.
- System should have facility for pulsed fluoroscopy.
- Generator should have minimum exposure time of at least 1 ms.
- System should have multiple user defined programs (Vendor defined programs)
- There should be provision for automatic exposure control (AEC).

#### **Table:-**

- Floor mounted table with carbon fiber table top, scratch resistant surface.
- System should have motor driven longitudinal and horizontal table top movements. Please specify the range of movements.
- Table should have angulations from longitudinal to head down positions (Vertical +90 degree to Trendelenburg- 20 degrees).
- Table should support patient weight up to 200 kgs.
- System should have well designed foot switch for releasing fluoroscopy and acquisition.
- System should have provision for collision protection.
- Table should have integrated buky unit for flat panel general radiography and Fluoroscopy.
- Intercom system must be available to communicate with patients.
- Minimum table height should be 60cm or less.

#### **X-Ray Tube:-**

- One X-Ray tube which is over couch.
- The X-Ray tube should have dual focal spots.
- Size of focal spots should be specified.
- X-Ray tube rating should be compatible with X ray generator output.
- Small focal spot power rating should be in the range of 60 to 50 KW.
- Large focal spot power rating should be in the range of 70 to 100 KW.
- Anode heat storage capacity should be 700KHU or more.
- Mention the heat dissipation rate.
- Should have provision of electromagnetic lock with collision protection sensors.



**Direct digital imaging system for fluoroscope:-**

- Field of view of at least 40 cm x 40 cm or more.
- Collimator should be automatic and remote controlled.
- System should have real time optimization techniques to maintain constant brightness at the lowest allowable dose to the patient.
- Should have Cine loop facility and last image hold facility during fluoroscopy.
- Acquisition matrix should of at least 1024 x 1024 at 10 bit rate.
- Digital fluoro system in standard continuous fluoroscopy operating mode from single image display to serial exposures with varying frame rates up to 15 fps. In pulsed fluoroscopy mode it should be at least 6 frames per second.

**System:-**

- Single digital flat panel detector, using selenium detector with TFT converter.
- Detector must be at least 40x40 cms or more.
- Image matrix size 2k x2k pixels or more.
- Pixel size should be 200 micron or less.
- Should allow centered/ de-centered collimation.

**Image display system:-**

- Monochrome monitors of 19" size having resolution of 2 Mega pixels or more, to be provided in examination, console room and additional workstation.
- Post-acquisition image processing viewing, reprocessing, hard copy documentation and onward transmission should be possible while doing fluoroscopy or radiography, on the console monitor as well as in the additional work station.

**Control console & work-station:-**

- All system movements of table shall be controlled by the operator at the table in the examination room and also at the console.
- The system should have facility for edge enhancement, positive/ negative image display, windowing, contrast/ brightness, electronic shuttering, image/pixel shifting, vertical and horizontal image reversal. Zoom functions.
- The system should have fast and direct access to all series, single images, in both examination (Remote controlled) and console room.
- System should have angle/distance measurement, image labeling and patient positioning facilities.
- System should have on line dosimeter on the console to display actual radiation dose.

- Post-acquisition image processing, viewing, reprocessing, hard copy documentation and onward transmission should be possible while doing fluoroscopy or radiography, on the console monitor as well as in the additional work station.

#### **Image storage and transmission:-**

- Image storage capacity of at least 30,000 images in 1024x1024 matrixes at 10/12 bits on the main system disk.
- The systems should support storage of images on compact discs/DVD.
- The system should be DICOM 3.0(or higher version) ready (like send, print, record on CD/DVD, acknowledge etc.).for connectivity to any network, computer/ PC etc. in DICOM format.
- Vendor should connect this with existing LAN system and other laser cameras already existing in the department without any extra cost.
- Easy integration and networking should be possible with existing RIS including patient work list and study completion.

#### **Accessories**

- One Dry chemistry, multiport, multiple films (14" × 17", 10" ×12" and 8" × 10") camera with resolution of 600 DPI or more, DICOM ready and online. At least three size film trays should be active. The vendor should connect this camera with other existing cameras in department of Radiodiagnosis.
- Dicom software with fast speed DVD Combo (Reader and writer separately).
- Lead Glass 100 × 150 cm for console room.
- Two light weight 'zero lead' aprons with floor monted lead apron stand, two thyroid shields.  
Paediatric, gonadal shields (All sizes both for male and female)
- Radiation protection flaps.
- Suitable UPS with battery for complete back up for the computer system for at least 30 minutes.
- Minium necessary furniture like six reclining chairs, six tables, two almirahs etc.
- Fire extinguisher system to be connected to central system by vendor.
- Patient fixing belts and compression device (for performing excretory urography)

#### **Installation**

- All site approval, layout approval from AERB shall be the responsibility of the supplier.
- Following commissioning, permission to operate should also be the responsibility of the supplier.
- Complete turnkey project: The cost of alteration preparation in a specified built in area on turnkey basis which will include civil, electrical and air conditioning of the area is to be borne by the firm.
- This work should be done in consultation with the head of institution/Department of Radiodiagnosis and Engineering wing of PWD.

- Power supply and AC requirements to be clarified and approved.

#### **Warranty/After Sale Service**

- Three year warranty of entire system (spares and labor) including X-Ray tube, civil, electrical and air conditioning works and all accessories (including dry chemistry camera, batteries for UPS etc.)

#### **Essential Certificate**

- The offered model must have a valid NOC and AERB type approved certificate at the time of submission of tender (Copy of certification/type approval to be submitted with the bid).
- Quality Certification: Must be a CE (Europe)/US FDA approved product.

### **Polygraph Machine/ Data Acquisition System**

- 4 / 8 / 16 channel data acquisition and analysis system (MP 100 WSP with Acq. Knowledge software);
- Accessories; STM-100A; EMG 100B; STMISO; EL 300
- Electrode pairs; LEAD 100 electrode
- leads; LEAD 100 S electrode leads; EL 503 electrode; GSR100B
- electro-dermal activity amplifier module;
- TSD 103A electro-dermal activity electrodes; Electrode gel; measuring tape;

### Penta Head Microscope with Camera

- Trinocular observation Tube: Trinocular tube, wide field, FN.22, three position prism with 100% for observation, 80% for camera: 20% for observation, 100% for camera.
- Eyepieces: Wide field eyepieces 10X.
- Eyepiece focusable: Wide field eyepieces 10X.
- Six position revolving Nose pieces: Sextuple revolving nosepiece with slot for analyzer of DIC.
- X-Y stage: Ceramic surface/ Double layer mechanical stage with right-hand low drive control.
- Double slide holder: Specimen holder for stage, left hand, for two specimens thick type.
- External Illumination: Lamp house for 12V 50W/ 100W halogen.
- Pointer: Pointer facility for Teaching.
- 4X: Plan achromat//Neofluar objective 4X.
- 10X: Plan achromat//Neofluar objective 10X.
- 20X:-Plan achromat//Neofluar objective 20X.
- 40X:-Plan achromat//Neofluar objective 40X.
- 100X:-Plan achromat//Neofluar objective 100X(Spring & Oil)
- Condenser: Swing -out condenser.
- Filter: Interference light balance day light filter, 45mm dia.

#### **Multi observation attachment:**

- Multi viewer: Multi- viewing observation body.
- Multi viewing optical relay attachment with LED pointer: Multi- viewing optical relay attachment with LED pointer controller, including observation body.
- Binocular tubes: Binocular tube, wide field.
- Dust cover: Suitable Dust cover.
- Eyepieces: Wide field eyepieces 10X.
- Eyepieces Focusable:-Wide field eyepieces 10X.
- Camera: Mediacybernatix camera with suitable imaging software.
- Required spares: 10Nos 12V 50W/100W halogen bulbs  
5 nos. of pointer Bulbs.

### Pediatric Bed

- Overall approximate extended size: 1372mm L x 762mm W x 600mm H.
- Bed frame size: 1372mm L x 762mm W. Frame and Top – The bed frame should be made from minimum 18G.
- Thickness CRCA sheet double bent of height minimum 50mm reinforced with two formed channels of size minimum 47mm web and minimum 24mm flange welded inside the lengthwise frame bends.
- Widthwise the bed framed should be provided with 2 Nos. angles stiffener of minimum size 3.5 cm x 3.5 cm x 14G. and 2 Nos. angle supports one at each head and leg of size of 35mm x 500mm x 2mm CRCA sheet top should be uniformly perforated at regular interval with 9.5 mm dia. Holes & embossed to give depression downwards.
- Total 12 holes, 6 in each row Bed fitted with full length drop side rails of height 545 mm out to out made from 19mm x 18G MS.
- Round tube and 14 nos. of 6 mm dia MS. Round bars. Equal size of head bow & leg bow made of 31.7 mm dia x 18G ERW MS tubes of height 1060 mm having 7 vertical stays of 6 mm dia round MS bars welded on one horizontal tube of 25.4 mm O.D. x 18 G tube.
- Legs should be fitted with PVC.
- Shoe with nylon reinforcement. 100 mm thick PU foam 40 density suitable mattress covered with good quality rexine.
- All mild steel components should be thoroughly in-house pretreated chemically to remove rust, grease, oil, etc. by dip tank processes, including separate degreasing, pickling, phosphating each followed by water rinsing passivating and hot air drying to give phosphate coating.
- The treated metal surface should then be coated in-house with epoxy polyester powder with paint film thickness of 50 microns (minimum) and oven baked at 180 deg. to 200 deg. centigrade.
- This finish should exclude stainless steel parts, some hardware, ebonite rubber, PVC, castor wheels, if any.

### **Bed Side Stool/All Purpose Stool**

- Approx size: 300mm square 18G double bent top of MS, Height 510mm.
- Framework of 25mmx 1.22 mm and horizontal support of 19 mm x 1.22 mm CRC Tube.
- Leg fitted with PVC Stumps.
- All mild steel components should be thoroughly in-house pre-treated chemically to remove rust, grease, oil, etc. by dip tank processes, including separate degreasing, pickling, phosphating each followed by water rinsing passivating and hot air drying to give phosphate coating.
- The treated metal surface should then be coated in-house with epoxy polyester powder with paint film thickness of 50 microns (minimum) and oven baked at 180 deg. to 200 deg. centigrade.

## Examination Couch

### Patient Examination couch

- Overall approx. size: 1890 mm L x 560mm W x 840mm H.
- Fixed upholstered top 64mm thick in two sections.
- Body frame work made from 18G.
- CRCA sheet and 20 mm x 40mm x 18 G MS.
- Rectangular Tubes Couch fitted with stainless steel Legs.
- Headrest adjustable on gas spring.
- Upper section of box approx. size 1220 mm L x 460 mm W x 630 mm H with three sliding drawers of approx. size 320 mm L x 430 mm W x 75 mm H.
- Lower section comprises of three cabinets of approx. inside size 350 mm L x 440 W mm x 430 H mm with separate doors & lock. B.P. apparatus tray made of 18 G MS sheet of approx. size 350 mm L x 120 mm W X 20 mm H provided on a swinging rod rotating through a bush welded on the body of the couch.
- Should have Sliding Inbuilt Step Stool.
- All mild steel components should be thoroughly pre-treated chemically to remove rust and foreign matter like Grease, Oil etc. by dip tank process pre-treatment system.
- The treated Metal Surface should have coating of Epoxy Polyester Powder and oven baked at 180 degree to 200 degree Centigrade to avoid contamination of the clean metal surface from dust particles.



### Dressing Trolley

- Overall Approx. Size: 1010 mm L x 510 mm W x 900 mm H welded stainless steel tubular frame work.
- Verticals of also approx. 31.7 mm OD x 18 G tube horizontal stays of 19 mm OD x 18 G tube on all four sides to support two stainless steel shelves 22 G over with 10 mm dia stainless steel railings are provided on all four sides.
- The trolley holds stainless steel bucket with S.S. lid at lower level and S.S. bowl at top level respectively.
- Only 304 grade stainless steel should be used for tubular frame work & SS shelves of trolley.
- The trolley should be in buff finish with 100 mm dia non –rusting swivel castors wheels two with brakes, two without brakes.

### Micro Motor Head Piece & Burr

1. Should have a micro motor with variable speed from 10,000 to 35,000 pm.
2. Should have at least four speed control modes.
3. Should have an automatic cooling fan for continuous high speed performance.
4. Should have an on/off foot control.
5. Should have provision for irrigation.
6. Should be supplied with straight hand piece for micro motor and contra angle hand piece for micro motor.
7. Should be supplied with the following Burs set:-
  - Tungsten Carbide Burs - 03 nos.(Assorted size)
  - Diamond burs - 03 nos.(Assorted size)
  - Steel cutting burs - 05 nos. (Assorted size)
8. Should work with input 200 to 240 Vac 50Hz supply.

## ENT Unit Set

### **1) Suction Machine Features:**

- Maintenance free oil less- pump, High flow rate, without pollution by oil moist.0.8 bar power or capacity of 35 liters/ minute and suitable attachment for suction ear, nose and throat.
- The bottles inserted in the tray, compact size, easy to move.
- Large- bore bottle with stopper having sealing ring is convenient to open and clean.
- Over flow protection prevents liquid entering pump.

### **2) Sprayer:**

Medicine spraying compressed air system. With bottle and spray nozzle-01.

### **3) Mirror:**

Mirror warmer: rewarming the laryngeal and post nasal mirror-1 no.

### **4) Fiber optic light system:**

- Cold light source with double outlet. Cold light source should be universally compatible outlet with very halogen illumination halogen bulb with heat protection system-1 No.

### **5) Fiber optic cable:**

- Imported university compatible standard size 4mm – 7 fit- 2 no.

### **6) Fiber optic head light with softhead band:-**

- Compatible with light source with Iris focusing arrangement soft head band-1no.

### **7) Endoscope holders**

- Endoscopy holder- disinfection able-2 nos.

### **9) Monitor:-**

- Monitor 22” inches LED.

### **Instruments tray: 2 Nos.**

### **10) Otoscope:**

- High illumination fiber optic with holder.

### **11) X-Ray Lobby:**

- CT scan size double tube X-Ray lobby-1no.

### **12) Doctor's chair:**

- Pneumatic high adjustable doctor's revolving chair with cushion-1no.

### **13) Patient chair unit:**

- Patient unit electrically operated ENT –examination and treatment chair with electrical/ hydraulic height adjustment. Lift 20 cm, with foot switch remote control.
- The upper part is easily all round swiveling and fixable by an arresting break. The tall back rest is adjustable forward beyond the vertical line.
- Backwards it can be declined slightly more than the horizontal line. Without any special assistance.

- The patient immediately sits down an optimum position for examination by the synchronous coupling of the back rest to the foot support.
- The chair can be quickly change in to a long and solid couch.
- The arm rests, made of resistant polyurethane, can be separately by swiveled off backwards.

#### **Technical Detail**

Weight: 95 kgs. Approximately

Width: 60cm.

Height: (upper edge back rest, lowest position) 120cm.

Depth: total 75 cm

Depth of the seat: 42 cm

Height of the seat: 52-72 cm

Power supply line 220V/ 50 HZ

#### **14) Controllable ear water jet system for ear syringing and irrigation**

##### **15) Accessories:**

a) Camera: CCD camera digital of good quality, light weight with imported coupler wire cord, control unit and power supply.

b) Side cabinet

Fully air tight se through cabinet, with X-Ray view top, three fully openable draws it can be used as formalin moveable cabinet with UV light sterilization.

c) Nasal endoscope -30 deg. 4mm .....one in number.

d) Nasal endoscope 0deg. 4mm ---one in number

## THR Set

### Equipment Specification for Total Hip Prosthesis (Imported)

- Hip Replacement, also Hip Arthroplasty, is a surgical procedure in which the Hip Joint is replaced by a prosthetic implant.
- Such joint replacement orthopedic surgery generally is conducted to relieve arthritis pain or fix severe physical joint damage as part of the hip fracture treatment.

### **Operation Requirements**

- Cemented stem should be highly polished collarless and smooth.
- Cementless stem should have good bone in growth properties with metal/hydroxyapatite coated which may be variable in length.
- Revision stem with proximal tag holes, variable length of coating, and neck length fixed/ Modular with variable length of stem.
- Modularity in neck/stem length with option of varying horizontal/vertical/anterior offset.
- Good quality locking mechanism for acetabular shell and liner, and good filling femoral stem in case of cementless total hip prosthesis.

### **Technical Specification**

#### **Cemented Total Hip Prosthesis with/ without**

- Disposables for cement gun and low viscosity cement Sizes of implant and quantity will vary with the user demand & following are the minimum essentials.

A Cemented THR should consist of:

- Femoral Stem of Various sizes
- Femoral Head of 22,28,36 mm as applicable
- Acetabular Cup Polyethylene/ULTRA high molecular weight highly cross-linked polyethylene
- Cement Restrictor 8mm to 14mm polyethylene
- Antibiotic impregnated Bone cement of the required viscosity (Normal/Low/High) as applicable.
- Cement injector Kit
- Stem centralizer.

#### **Cemented Bipolar Hemiarthroplasty (Imported) should consist of:**

- Femoral Stem of different sizes.
- Femoral head of appropriate sizes with modularity in the neck size.
- Bipolar shell with or without Separate polyethylene liner for Bipolar Shell of Different sizes
- Cement restrictor 8mm to 14mm
- Antibiotic impregnated Bone Cement of the required Viscosity Normal/Low/High Viscosity as applicable
- Cement Injector Kit Disposable

- Stem centralizer

### **Cementless Imported Total Hip Prosthesis**

Should consist of:

- Cementless Stem of different sizes with porous coated /hydroxyapatite coat etc.
- Femoral head of different sizes
- Acetabular shell with porous coated /hydroxyapatite coat
- Polyethylene/UHMWPE linear –cross linked.
- Acetabular screws of variable length as required.

### **Hybrid Total hip Prosthesis with low/high/normal**

- Viscosity bone cement (antibiotic impregnated)
- Should consist of: Femoral stem, femoral head, Acetabular shell, polyethylene liner (highly cross-linked or UHMWPE), Acetabular screws, cement Restrictor 8 mm to 14 mm, Bone Cement low viscosity, Cement injector kit disposable.

### **System Configuration, Accessories, Spares and Consumables**

- Should be of high quality metal/alloy to sustain maximum number of cyclical load.  
Like chromium-cobalt; titanium alloy/zirconia/Alumina
- Polyethylene may be normal or ultra-high molecular weight, highly crossed linked poly.
- Cement-powder and liquid mixing parts- polymethylmethacrylate- antibiotic/not and of different viscosity. Should be conforming to high international standards/least damaging.

### **Environmental Factors**

- The unit shall be capable of being stored continuously in ambient temperature of 0-50 deg C and relative humidity of 15-90 %.
- The unit shall be capable of operating continuously in ambient temperature of 10-40 deg C and relative humidity of 15-90 %.

### **Standards, safety and training**

- Company/supplier should have a license for manufacturer by Drug Controller India and conform to the laid down standards by them in this regard.
- Material should be of implant grade with long life cobalt chromium etc. as required.
- Comprehensive training for OT staff and support services till familiarity with the system on site.
- Long self-life.

### **Documentation**

- User/technical/ Maintenance manuals to be supplied in English.
- Certificate of calibration inspection.
- List of equipment available for providing calibration na routine preventive maintenance support as manufacturer service/maintenance manual.
- List of important spare parts and accessories with their part number and costing.

### Co2 Laser for ENT

- IT SHOULD BE A CARBON DIOXIDE LASER WITH A WAVELENGTH 10.60 MICRO METERS, INFRARED.
- IT SHOULD HAVE 40 WATTS POWER.
- It should have 5 Mw red diode aiming beam, 635 NM, adjustable intensity.
- It should be Microprocessor based.
- It should have a sealed CO2 LASER TUBE.
- It should have continuous, single pulse and repeat pulse tissue exposure modes.
- It should have an average continuous power of 01-40 watts.
- It should have super pulse power of 0.5-15 watts.
- The beam delivery should be through a light weight carbon fiber, 7- joint, fixed mirror, spring balanced arm, and through CO2 fiber also with CO2 fiber should be 2 meter long, 1.04 mm outside diameter sterile, single/multiple use, 2.0 m long preferably Glass hallow fiber. Spot size: 295 um at fiber output. Up to 40 Watt.
- The reach of the arm should be at least 120 cm with 360 deg. Rotation.
- It should have a timed exposure of following duration;
  - On time (single pulse) -0.05-1.0 Sec. at 1.0 to 4.5 watts  
-0.01-1.0 sec at 5-40 watts.
  - On time (Repeat pulse) -0.05-1.0 sec at 1-4.5 watts  
-0.01-1.0 sec at 5-40 watts.
- It should have a repeat delay, off time 0.01 to 1.0 sec.
- It should have at least 100 user defined memory setting.
- It should have a 0.2 mm focused hand piece.
- It should have at least two bacterial filters.
- It should have five laser safety glasses.
- It should have an inbuilt scanner with preset recommendations for parameters and delivery devices for different applications.
- It should have a multi- colour touch screen panel.
- It should have a user friendly graphic display to provide step by step operating instructions.
- It should have a self-contained closed loop cooling system.
- It should be compatible with 230 V, 3A, 50 hz power supply.
- It should be US FDA approved.

#### **Accessories:**

1. Micromanipulator with following requirements for microlaryngeal laser surgery: It includes-

- It should have an optical design to assure perfect co-incidence of the diode and CO2 beams even at highest microsurgical magnifications.
- It should be easily adjustable and should have variable working distance from 200 mm to 400mm.
- It should have continuously variable defocus with a user adjustable defocus limiter.
- Its joystick handle should be tension adjustable and autoclavable.
- It should be user selectable for left or right hand controls.
- It should be light weight, to maintain balance of the surgical microscope.
- It should have a minimum spot size of 160 microns.
- It should have a focus range of 0.16 mm-0.27mm.
- It should have maximum defocus range of 2.8 mm – 4.6 mm.
- It should have a power transmission of greater than 90% with unlimited power input.
- It should have a robotic laser microsurgery system with following requirements.
- It should have beam scan shape: liner & curved incisions: 0.3mm to 5 mm in length (User defined), 0.7 mm to 3 mm for papillomatosis.
- It should have a penetration depth of 0.2 mm to 2mm.( user defined)

2. It should have oral, pharyngeal and nasal hand piece set for oral, pharyngeal and nasal applications which should include-

- 230mm hand piece unit (CVD optical unit; PO holder, conical main extender contaminate collector)

Extra conical main extender, backstop extender-3 nos.

Tip Extender-3 Nos.

Straight tip, kamami nasal tip- 3 nos.

Kamami tonsil tip- 03nos.

90 degree angled mirror tip extender, cleaning brush, tygon tube (8mm ID, 1.5 m long) W/reducer.

### 3. Fiber Accessories

i) Reusable CO2 fiber -01 nos.

ii) Rigid hand piece kit at least 8 rigid hand pieces with hand piece cleaning kit.

60 mm, straight, straight tip, 180 mm, straight, straight tip, 60 mm, straight, curved tip, 140mm, straight, curved tip.

180mm, straight, curved tip, 240 mm, bent, curved tip, 140 mm, bent, straight tip, 240 mm, bent, straight tip.



iii) Endoscope protection sheath- 02 nos.

Length: 640mm, OD: 1.7mm

iv) Hand piece bending tool

Hand piece cleaning kit: Includes 3 cleaning brushes and 20 extra silicone Tubes for hand pieces.

v) Bending and cutting tools to reuse fiber.

vi) Sterilization tray for fibers.

Training for user department's doctors and other OT staff has to be provided.

## OCT Machine

1. Spectral Domain OCT with Superluminescent diode (SLD), 840 nm for OCT Imaging.
2. OCT Scan:
  - a. 27,000 - 68,000 A-scans per second
  - b. At least 1024 A scans/ frame
  - c. Scan depth of at least 2mm
  - d. Axial Resolution: At least 5  $\mu\text{m}$  (in tissue)
  - e. Transverse Resolution: At least 15  $\mu\text{m}$  (in tissue)
3. Live fundus imaging during alignment and OCT Scan with Superluminescent diode (SLD), 840 nm with a field of view of at least 30 degrees Vertical x 20 degrees Horizontal.
4. Scan protocols for Macular Line Scan, Macular Thickness, Retinal nerve fibre layer analysis, Optic Nerve head map.
5. Focus adjustment range at least – 15 D to + 12 D
6. Operating system/ processor: Intel Processor with at least 2 GB RAM.

## Dental Chair

### **Dental chair specification:-**

1. Body controlled electrically operated fully motorized, programmable and self-adjusting chair with non-retraction valve to avoid the reflux of contaminated materials.
2. Should have body contoured seamless ultra-thin upholstery with corrosion free construction.
3. All the controls of the chair should be touch pad on doctor's side.
4. Three way syringe with removable tip for sterilization.
5. Chair side porcelain spittoon with auto water connection for spittoon and tumbler with auto clean function.
6. Autoclavable Stainless steel instrument tray.
7. Foot switch with multifunction.
8. Head rest for comfortable support with rotatable entry side hand rest.
9. Auto return to zero position.
10. X-ray viewer box with light generated by LED.

### **DENTAL UNIT ATTACHMENTS:**

1. Should be attached to the chair with overhead delivery system to accommodate up to the following module:
  - One micrometer connections with high quality one straight and one contrangle hand piece.
  - One airtor connection with high quality two hand pieces.
  - Ultrasonic scaler based on peizon technology with seven tips.
  - LED based visible light cure unit mounted on chair.
2. Operating light with vertical, horizontal and axial and diagonal movements for proper focusing.
3. Should have high quality hi/low motorized suctions with auto drain and auto flush system.
4. Should be provided with noise less/oil free air compressor, 0.75 Hp compressors for dental use with pressure indicators, safety valve and 25 litre tank.
5. Operator stool: High quality durable stool with lumber support and backrest tilt.
6. Assistant stool.
7. Power supply should be compatible with Indian standards.

### Bed Side Locker

- Over all approx. size: 400 mm x 400 mm x 820 mm
- Body consisting of 2 sides and back, is made from one piece of 20 G ms CRCA sheet.
- Top should be fitted with superimposed stainless steel sheet with raised edges on three slides.
- One drawer is provided below the top, of size 100 mm H x 350 mm W x 390 mm D approximately, fitted with smooth slides
- Under the drawer is an open storage space and below it is a closed door cabinet
- Door of the cabinet box is pivoted at top and bottom.
- Base of the drawer is fitted with castors of wheel diameter 50 mm, all without brake
- Two buffers shall be provided at rear side of the locker box.
- All MS parts to be pre-treated and powder coated
- All SS to be of 304/16 grade/gauge

## Projection Microscope

### **Projection Microscope with LCD Projector and Screen**

#### a. Specifications of trinocular microscope:

1. Trinocular head.
2. Anti-fungus achromatic objectives.
3. Interchangeable Objectives 4x, 10x, 40x (spring) and 100 x (oil, spring).
4. Wide field 10x eyepiece.
5. Aspheric lenses.
6. There should be no spherical or chromatic aberration.
7. Window in arm
8. In built Arrow pointer (digital)
9. Microscope adapter should be optically corrected.
10. Provide with two extra bulbs/light source for emergency.

#### b. Specifications of projection apparatus and screen

1. Digital camera with resolution of at least 1920x1080 pixels.
2. Exposure time < 8 to 1/20000 seconds
3. Camera should come with all components (battery, software, storage card and USB data transfer cable)
4. Live display mode (capable of display up to at least 25 frames/second)
5. There should be provision of real time concurrent viewing of microscope and any other attached computer/projector.
6. A branded high resolution multimedia projector and white screen.
7. Microscope, camera and software should be compatible with each other.
8. Ports for attaching camera into computer through HDMI & USB port.
9. Software compatible with Windows 7.
10. Image formats should include at least JPEG and TIFT.
11. Software for acquiring annotation and capturing of images with availability of morphometric functions.

#### Additional Specification

1. Equipment will be selected only after live satisfactory demonstration of the entire unit comprising of microscope, camera and projector.

### **Soiled Linen Trolley**

- Overall approx. size: 910 mm H × 510 mm dia.
- SS tubular framework fitted with three swivel castors, 100 mm dia.
- Framework made of 25.4 mm dia × 18 G verticals, upper ring made of 19 mm dia × 18 G tube and support stays of 15.8 mm dia. × 18 G stainless steel tubes.
- Supplied with canvas bag. All SS components should be of 304 quality.

## DOUBLE STEP STOOL

- Height = 230 x 450 mm, step size approx
- 510 mm (L) X 300 mm (W)
- MS tubular frame fitted aluminium preped flat
- Legs fitted rubber feet
- Pretreated and powder coated

## FESS Set with Endoscope

### **Part A: High Definition Optics**

#### **Full High Definition Digital Camera**

**Qty-1**

The system should have following features:

- It should be a Three Chip high definition camera with digital video of 1920x1080 resolution camera head and console.
- The system should have Digital / Optical Zoom to enhance the quality of Image size regardless of the telescope used.
- Button controls on camera Head to control vital functions of camera, like White Balance, Brightness etc.
- Video Outputs: DVI, HD-SDI, S-Video and C- Video (Minimum). Other Video Outputs like RGB,DV fiber etc (Optional)
- The Camera should preferably have Signal to Noise ratio range of 60-70dB.
- The Camera Head should have a focusing coupler for even focus control.
- Should offer both NTSC and PAL Video Formats.
- The Unit should offer recording of videos using the Universal Serial Bus.
- The system should be Menu driven, thus allowing the surgeon to program the camera head functions as per the surgical needs & requirement.

#### **Technical Specifications:**

Image System	: 1/3" CCD
Pixels	: 1920 X 1080 pixels per chip
AGC	: Microprocessor controlled Signal-to-noise ratio 60-70 dB
Video outputs	: C- Video, S-Video HD-SDI & DVI (Minimum)
Peripheral Controls	: For Image Capture & Printer Usage

#### **High Definition Medical Grade Monitor**

**Qty-1**

The system should have:

- Medical Grade High Definition Colored Monitor 24"-26" Flat Panel
- PAL /NTSC system compatible.
- Composite, S-Video , HD-SDI and DVI inputs(Minimum)
- Compact & Lightweight design.
- Resolution more than 1100 lines

#### **Xenon Light Source**

**Qty-1**

- 300 W Xenon Light Source with 100-240 V
- Xenon bulb should emit light at temperature of 5700-6000K
- Minimum bulb life of 500hours.
- Light intensity adjustable from console.



- Multiple make Light cable acceptance on console.
- Display of Bulb hours elapsed on console

**Fiber Optic Light Cable**

**Qty-2**

Size should be diameter 3.5-5.5mm, length >160 cm

**Telescopes**

**Qty-1 Each**

- Wide Angle Full Screen High Definition Telescopes
- Angle of view: 0° ;30° ;70°
- Diameter 4mm
- Fiber optic light transmission incorporated
- Standard ocular window for coupling the camera head
- Scratch resistance sapphire quoted tip lens

**Telescopes**

**Qty-1**

- Wide Angle Full Screen High Definition Telescopes
- Angle of view: 0°
- Diameter 2.7mm
- Fiber optic light transmission incorporated
- Standard ocular window for coupling the camera head
- Scratch resistance sapphire quoted tip lens

**Digital High Definition Recording System**

**Qty-1**

- The Full High-Definition Digital Documentation System should be a high-end computer system based on Windows embedded platform (for security purposes) designed specifically for recording, managing, editing and archiving surgical images and video in HD (1920x1080) resolution.
- The captured full high definition images & videos can be accessed from the hard drive for printing or saving onto multiple forms of external media which includes CD/DVD, USB Flash Drive or Hard Disk Drive(HDD)
- It should have a touch screen display with atleast 200GB Memory of Hard Disk Drive (HDD)
- Video Formats compatible MPEG-1,MPEG – 2 and MPEG-4 (Minimum)and Still Image formats like JPEG(,jpg) and BMP(.bmp)
- Should offer multiple video signals like S Video, DVI, C-Video in both NTSC and PAL Formats. • Video Signals available : DVI, HD-SDI S- Video, C-Video(Minimum)
- Should be compatible to 100-240V 50/60 Hz Power requirements,

**Part B: Hand Instrumentation for Sinus Endoscopic Surgery Instrumentation**

**Qty- 1 Each**

- Hartmann Nasal speculum
- Septum needle angular LUER – lock
- Freer elevator double – ended
- Sickle Knife pointed -19cm

- Antrum curette
  - Frontal sinus curette
  - Suction tube with mandrel and cut-off hole
  - Antrum cannula LUER-lock-4nos
  - Blakesley nasal forceps: straight
  - Blakesley nasal forceps: 45 DEGREE UPTURN
  - Blakesley nasal forceps: 90 DEGREE UPTURN
  - Through cut forceps
  - Suction punch
  - Nasal cutting forceps
  - Nasal scissors straight-working length 13cm
  - StammbergerAntrum punch, -- left and right side backward cutting
  - Biopsy and grasping forceps-vertical opening, malleable sheath and cupped jars
  - STAMMBERGER Punch, circular cutting diameter 3.5 mm working length 18cm
  - StammbergerAntrum punch, downwards & forwards cutting – left & right
  - Stammberger Bipolar suction forceps, 15deg, 45 deg upturned 11-13cm
  - KERRISON Bone Punch detachable, rigid, 90° up-bite, not through-cutting, size 1,2,3 mm working length 17 cm
  - Lacrimal cannula
  - Lacrimal probe
- Lacrimal dilator
- DCR Punch
  - Frontal sinus surgery set
  - Bipolar universal high frequency cord
  - Bipolar coagulation forceps, insulated angular, blunt with integrated suction channel, cut off hole length 19 cm
  - Ash's nasal forceps
  - Walsham's Nasal forceps
  - Tilley's nasal dressing forceps
  - Nasal suction tips
  - Nasal scissors

**Item must have CE & US FDA certificate**

**SECTION VI: SAMPLE FORMS**

### **Notes to Bidders on the Preparation of Sample Forms**

The Purchaser has prepared the forms in this section of the Bidding Documents to suit the specific requirements of the procurement. In its bid, the Bidder **MUST** use these forms (or forms that present in the same sequence substantially the same information). If the Bidder has a question regarding the meaning or appropriateness of the contents or format of the forms and/or the instructions contained in them, these questions should be brought to the Purchaser's attention as soon as possible during the bid clarification process, by addressing them to the Purchaser in writing.

The Purchaser has provided explanatory text and instructions to help the Bidder prepare the forms accurately and completely. The instructions that appear directly on the forms themselves are indicated by use of typographical aides such as italicized text within square brackets.

In preparing its bid, the Bidder **MUST** ensure all such information is provided and that the typographical errors are removed.

## 1. Bid Form

**(Note: -This Annexure must be sworn before First Class Magistrate/Notary)**

Date: 31<sup>st</sup> August 2015 [insert: **date of bid**]

[Purchaser specify: "IFB No.: BMSICL/2015-16/ME-031"]

**[Insert: Procurement and Rate Contracting of Blood Bank I Equipment for Medical Colleges and Hospitals of Bihar]**

To:  
Managing Director,  
Bihar Medical Services and Medical Services Corporation,  
Gandhi Maidan, Patna.

Dear Sir or Madam:

Having examined the Bidding Documents, including Amendment and all corrigendum, the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and deliver the Goods under the above-named Contract in full conformity with the said Bidding Documents for the sum of Rs. 10,000/- (hereinafter called "the Total Bid Price") or such other sums as may be determined in accordance with the terms and conditions of the Contract. The above amounts are in accordance with the Price Schedules attached herewith and are made part of this bid.

We undertake, if our bid is accepted, to deliver the Goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our bid is accepted, we undertake to provide an advance payment security and a performance security in the form, in the amounts, and within the times specified in the Bidding Documents.

We agree to abide by this bid, for the Bid Validity Period specified in Clause 18 of the ITB and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

Until the formal final Contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any bid you may receive.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We confirm that we comply with the eligibility requirements as per ITB Clause 3 of the bidding documents.

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

Dated this [insert: **number**] day of [insert: **month**], [insert: **year**].

Signed: \_\_\_\_\_

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

In the capacity of [insert: **title or position**]

Duly authorized to sign this bid for and on behalf of [insert: **name of Bidder**]

2. PRICE SCHEDULE												
1	2	3	4	5						6	7	8
Sch No	Item Description	Country of origin	Quantity	Ex-factory Ex-warehouse ex-Showroom off-shelf (A)	Excise duty if any (B)	Packing & Forwarding (C)	Inland transport, Insurance & Incidental costs incidental to delivery (D)	Incidental services as listed in GCC (E)	Customs Duty (F)	Unit Price A+B+C+D+E+F	Total Price per schedule delivery at final destination (4X6)	Sales & Other taxes payable if contract is awarded

Unit Price (6) ( Rs. In words)

AMC Charges (Labour only)

Equipment name	AMC CHARGES						
	4 <sup>TH</sup> YEAR	5 <sup>TH</sup> YEAR	6 <sup>TH</sup> YEAR	7 <sup>TH</sup> YEAR	8 <sup>TH</sup> YEAR	9 <sup>TH</sup> YEAR	10 <sup>TH</sup> YEAR
TOTAL							

CMC CHARGES

Equipment name	CMC CHARGES						
	4 <sup>TH</sup> YEAR	5 <sup>TH</sup> YEAR	6 <sup>TH</sup> YEAR	7 <sup>TH</sup> YEAR	8 <sup>TH</sup> YEAR	9 <sup>TH</sup> YEAR	10 <sup>TH</sup> YEAR
TOTAL							

Note:

In case of there is discrepancy between unit price & total price Unit price shall prevail. (Should be submitted in the e-mode only)

Place

Signature of Bidder/Authorized

Signatory.....

Date

Name .....

### Form – 3 Form of Contract Agreement

THIS CONTRACT AGREEMENT is made the \_\_\_\_\_ day of \_\_\_\_\_  
[month and year purchase] and between the Bihar Medical Services And  
Infrastructure Corporation Limited, Patna [Name of Purchaser] on behalf of  
Governor of Bihar (hereinafter referred to as the 'Purchaser') and \_\_\_\_\_  
\_\_\_\_\_ [ Name of Supplier],  
having its principal place of business at  
\_\_\_\_\_ [ address of Supplier ]  
(hereinafter referred to as the "Supplier) on the other part.

WHEREAS the Purchaser invited bids for certain goods and ancillary services,  
viz., [insert: **brief description of goods and services**] and has accepted a bid by  
the Supplier for the supply of those goods and services in the sum of [insert:  
**contract price in words and figures**] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as  
are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall constitute the Contract between the  
Purchaser and the Supplier, and each shall be read and construed as an integral  
part of the Contract:

- (a) This Contract Agreement
- (b) General Conditions of Contract.
- (c) Special Conditions of Contract
- (d) Technical Requirements (including Functional Requirements and Implementation Schedule).
- (e) The Supplier's original Techno-commercial and Price bid
- (f) The Schedule of Requirements.
- (g) The Purchaser's Notification of Award
- (h) [Add here: **any other documents**]

3. 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.

4. 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 other sum 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:

SL	Brief Description of goods	Unit Price	Quantity to be supplied	Total price

**TOTAL VALUE:**

**Delivery Schedule:**

For and on behalf of the Purchaser

Signed:

\_\_\_\_\_ in the capacity of [ insert: **title or other appropriate designation** ]

in the presence  
of

For and on behalf of the Supplier

Signed:

\_\_\_\_\_ in the capacity of [ insert: **title or other appropriate designation** ]

in the presence of

CONTRACT AGREEMENT

dated the [ insert: **number** ] day of [ insert: **month** ],  
[ insert: **year** ]

BETWEEN

Bihar Medical Services And Infrastructure Corporation  
Limited, "the Purchaser"

and

[ insert: **name of Supplier** ], "the Supplier"



#### **4. Performance Security Bank Guarantee**

(Unconditional)

Date: *[insert: date]*

IFB: *[insert: name or number of IFB]*

Contract: *[insert: name or number of Contract]*

To:

Managing Director,  
Bihar Medical Services And Infrastructure Corporation Limited,  
Patna

Dear Sir or Madam:

We refer to the Contract Agreement (“the Contract” ) signed on *[insert:date]* between you and *[insert:name of Supplier]* (“the Supplier”) concerning the supply and delivery of *[insert:abrief description of the Goods]*. By this letter we, the undersigned,*[insert: name of bank]*, a bank(or company) organized under the laws of *insert:country of bank]* and having its registered/principal office at *[insert:address of bank]*, (hereinafter, “the Bank”) do hereby jointly and severally with the Supplier irrevocably guarantee payment owed to you by the Supplier, pursuant to the Contract, up to the sum of *[ insert:amount in numbers and words]*. This guarantee shall be reduced or expire as provided for by GCC clause 5.

We undertake to make payment under this Letter of Guarantee upon receipt by us of your first written demand signed by your duly authorized officer declaring the Supplier to be in default under the Contract and without cavil or argument any sum or sums within the above-named limits, without your need to prove or show grounds or reasons for your demand and without the right of the Supplier to dispute or question such demand. Our liability under this Letter of Guarantee shall be to pay to you whichever is the lesser of the sum so requested or the amount then guaranteed under this Letter in respect of any demand duly made under this Letter prior to expiry of this Letter of Guarantee, without being entitled to inquire whether or not this payment is lawfully demanded.

This Letter of Guarantee shall be valid from the date of issue until the date of expiration of the guarantee, as governed by the Contract. Except for the documents herein specified, no other documents or other action shall be required, notwithstanding any applicable law or regulation. Our liability under this Letter of Guarantee shall become null and void immediately upon its expiry, whether it is returned or not, and no claim may be made under this Letter after such expiry or after the aggregate of the sums paid by us to you shall equal the sums guaranteed under this Letter, whichever is the earlier. All notices to be given under this Letter shall be given by registered (airmail) post to the addressee at the address herein set out or as otherwise advised by and between the parties hereto.

We hereby agree that any part of the Contract may be amended, renewed, extended, modified, compromised, released, or discharged by mutual agreement between you and the Supplier, and this security may be exchanged or surrendered without in any way impairing or affecting our liabilities hereunder without notice to us and without the necessity for any additional endorsement, consent, or guarantee by us, provided, however, that the sum guaranteed shall not be increased or decreased.

No action, event, or condition that by any applicable law should operate to discharge us from liability hereunder shall have any effect, and we hereby waive any right we may have to apply such law, so that in all respects our liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.

For and on behalf of the Bank \_\_\_\_\_

Signed:

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

in the capacity of: *[ insert: title or other appropriate designation]*

Common Seal of the Bank

**5. Manufacturer's Authorization Form**

(Manufacturer's or Producer's letterhead)

To:  
Managing Director,  
Bihar Medical Services and Infrastructure Corporation Limited,  
Patna

WHEREAS [*name of the manufacturer or producer*] (hereinafter, "we" or "us") who are established and reputable manufacturers or producers of [*name and/or description of the Goods requiring this authorization*] (hereinafter, "Goods") having production facilities at [*insert: address of factory*] do hereby authorize [*name and address of Bidder*] (hereinafter, the "Bidder") to submit bid, and sign the Contract with you against IFB [*title and reference number of the Invitation forbids*] including the above Goods produced by us.

We hereby extend our full guarantee and warranty for the above specified Goods against these Bidding Documents.

For and on behalf of the Manufacturer or Producer

Signed: \_\_\_\_\_

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

In the capacity of [*title, position, or other appropriate designation*] and duly authorize to sign this Authorization on behalf of [*name of manufacturer or producer*]

Note: This letter of authority should be on the letter head of the manufacturers and should be signed by a person competent and having the power of attorney to legally bind the manufacturer. This should be included by the bidder in it's bid.

**6. Proforma for performance statement**

Bid No: \_\_\_\_\_ Date of Opening: \_\_\_\_\_ Time: \_\_\_\_\_ Hours

Name of the Firm: \_\_\_\_\_

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<u>Order Placed By</u> <u>(Full address of</u> <u>Purchaser)</u>	<u>Order No</u> <u>and Date</u>	<u>Description and quantity</u> <u>of ordered Goods</u>	<u>Date of completion of</u>		<u>Was the supply of Goods</u>
			<u>As per contract</u>	<u>Actual</u>	<u>Satisfactory?</u>

(Attach a certificate from

---

(Signature and seal of the Bidder/Authorised Signatory) \_\_\_\_\_

## 7. CONSIGNEE RECEIPT CERTIFICATE/ Installation Report

(To be given by consignee and the user of the item)

The following equipments has / have been received in good condition:

Name of item supplied	
Name of the Supplier / Manufacturer	
Quantity supplied	
Purchase Order reference no.	
Serial Nos of equipment supplied	
Place of destination	
Name and Address of the Consignee along with tel. no. and fax no.	
Date of receipt by the Consignee	
Date of Installation	
Installation Location at Hospital.	
Accessories supplied and the serial numbers of Accessories	
Training satisfactorily completed Yes/No	
Name and Designation of Personnel trained.	
Date of commencement of warranty	
Date of expiry of warranty	
Stock Book page no. where the items have been entered	
Signature of Authorized Representative of Consignee with date	
Name and designation of the authorized representative	
Seal of the consignee	

Note: In case of Hospital the In charge of the hospital concerned would be treated as consignee. In case of office (other than hospital), the office in charge of the office would be treated as consignee.

(Hospital / Office In charge)

(User Department)

**8. Statement for technical Deviation:**

Sr. No	Specifications desired by BMSICL	Bidders specifications	Bidders Deviation if any

**(Signature of Bidder/ Authorized Signatory)**

**9. FORMAT OF GENERAL GUARANTEE FOR WARRANTY**

(To be submitted on Firms Letterhead)

**Warranty Certificate**

Date:

We the Undersigned .....hereby guarantee satisfactory operation of ..... supplied by us to you against your purchase order No.....for a period of..... *calendar months* from the date of commissioning and shall be responsible for failure of the equipment to conform to the standard of performance, proficiency, production and / or out-turn stipulated or implicit in the order and for any defects that may develop under proper use arising from the use of faulty materials, design or workmanship in the supply made and shall remedy such defects at our cost.

Consignee Name-

Serial number of Equipment-

For.....

Station: (Signature with Name and Designation)

Date:

Company Seal

**10. Non Conviction Declaration (Duly notarized)**

From:-

M/s.....

.....

.....

.....

To

Managing Director

BMSICL, Patna

1. I, \_\_\_\_\_ Son / Daughter / Wife of

Shri \_\_\_\_\_

Proprietor/Director authorized signatory of the agency/Firm, mentioned above, is competent to sign this declaration and execute this tender document;

2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;

3. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

4. I/We further undertake that none of the Proprietor/Partners/Directors of the Agency/agency was or is Proprietor or Partner or Director of any Agency with whom the Government have banned /suspended business dealings. I/We further undertake to report to the Managing Director, BMSICL, Patna immediately after we are informed but in any case not later 15 days, if any Agency in which Proprietor/Partners/Directors are Proprietor or Partner or Director of such an Agency which is banned/suspended in future during the currency of the Contract with you.

Yours faithfully,

(Authorized Signatory/Signature of the Bidder)

Date:

Place:

Seal of the Agency

Name:

Designation

Address:

**(Note: - This annexure must be sworn before First Class Magistrate/Notary)**

### 11. CHECK LIST

CHECK LIST			
Name of the Tenderer			
SL. No.	Item	Whether Included Yes/No	Page No.
<b>A. Tender Fee, EMD</b>			
1.	Tender Fee (in the form of Demand Draft) – Rs.10,000/-		
2.	EMD (in the form of Demand Draft/Bank Guarantee).		
<b>B. Check list &amp; Registration.</b>			
1.	Document claiming the Registration for Trading/ Manufacturing		
2.	Certificate of Incorporation/ Articles of Memorandum of Association/Partnership Deed (As applicable)		
3.	Copy of certificate of Registration with State Director of Industries (For Indian manufacturer Only)		
4.	Copy of certificate of Central Excise and Trades Tax/Sales Tax		
5.	Copy of certificate of Annual Report, Balance Sheet, P&L Statement for any three of last four consecutive Assessment years		
6.	Copy of self-attested IT Returns for any three of last four consecutive Assessment years		
7.	Non Conviction Declaration (Sworn before First Class Magistrate/Notary)		
8.	Manufacturer's Authorization (if quoted by bidder other than manufacturer).		
9.	Bid Form (Sworn before First Class Magistrate/Notary)		
10.	Supply/Purchase order issued by user institution to comply supply criteria mentioned in ITB clause 15		
11.	Technical Data Sheet/Brochure/Catalogue of item quoted		
12.	Technical Deviation Compliance as per annexure-8		
13.	Authorised Signatory		
14.	All Quality Standard Certification (FDA/CE/ISO etc. as required in the technical specification) for specification for each schedule of requirement if any.		
15.	Notary attested declaration if exempted in EMD Fee, technical Qualification as per Sankalp 675 (1), Dated 09/09/2013 of Govt. of Bihar as mentioned in Special Conditions of Contract		
16.	Make & Model Quoted		