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 Equipments for Government Medical Colleges and Hospitals in Bihar

Bid Reference: BMSICL/2013-14/MC-010

Bihar Medical Services and Infrastructure Corporation Limited
5th Floor, Biscomaun Bhavan,
Gandhi Maidan, Patna (Bihar) India

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

Telephones: 0612-2219634 Fax: ———— e-mail:

INVITATION FOR BIDS
FOR
PROCUREMENT OF MEDICAL EQUIPMENTS
[Modify
as appropriate to indicate general description of items under procurement]

BID REFERENCE	: BMSICL/2013-14/MC-010
DATE OF COMMENCEMENT OF SALE OF BIDDING DOCUMENT	: 30th Jan 2014
LAST DATE FOR SALE OF BIDDING DOCUMENT	: 13th Feb 2014 till 5:00 PM
LAST DATE AND TIME FOR RECEIPT OF BIDS	: 14th Feb 2014 till 2:00 PM
TIME AND DATE OF OPENING	: 14th Feb 2014 at 3:00 PM
PLACE OF OPENING OF BIDS	: Bihar Medical Services & Infrastructure Corporation Limited, 5th Floor, Bisomaun Bhavan, Gandhi Maidan, Patna 800001. Bihar
ADDRESS FOR COMMUNICATION	: Bihar Medical Services & Infrastructure Corporation Limited, 5th Floor, Bisomaun Bhavan, Gandhi Maidan, Patna 800001. Bihar

CONTENTS
OF BIDDING DOCUMENT

INVITATION FOR BIDS
(IFB)

INVITATION FOR BIDS (IFB)

FOR

SUPPLY, TESTING, DEMONSTRATION, INSTALLATION & COMMISSIONING OF MEDICAL EQUIPMENT AT GOVT. MEDICAL COLLEGES AND HOSPITALS IN BIHAR

Managing Director,
Bihar Medical Services And Infrastructure Corporation Limited
5th Floor, Biscomaun Bhavan, Gandhi Maidan,
Patna-800001 (Bihar)

Bid Reference No.: BMSICL/2013-14/MC-010 Date: 30th Jan 2014

1. The Bihar Medical Services and Infrastructure Corporation Limited, Patna (name of purchaser) on behalf of Governor of Bihar, invites sealed 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:-

Schedule No.	Brief Description of Goods and Services	Qty./No.	Delivery Schedule (Days)	Earnest Money Deposit (EMD) in Indian Rupees
1	Anaesthesia Workstation	5	60	2,50,000/-
2	Automated Blood Cell Counter 5 part with Semi Automated Reticulocyte Count	1	60	50,000/-
3	Automated Blood Cell Counter 3 Part	8	60	80,000/-
4	Hospital General Bed	-	60	1,00,000/-
5	ICU Bed	-	60	1,20,000/-
6	O.T. Light	-	30	30,000/-
7	CTG Machine	-	30	10,000/-
8	BERA	1	30	30,000/-
9	Mortuary Chamber	2	30	24,000/-
10	EEG	1	30	20,000/-
11	EMG	2	30	20,000/-
12	Evoked Potential	1	30	10,000/-
13	Digital Radiography	4	60	10,00,000/-
14	O.T. Table	2	30	40,000/-

2. Interested bidders may obtain further information from and inspect the bidding documents at the office of the Managing Director, Bihar Medical Services and Infrastructure Corporation Limited, 5th Floor, Biscomaun Bhavan, Gandhi Maidan, Patna-800001, Bihar.
3. The Bidding Document may be purchased from the office of the Managing Director, Bihar Medical Services and Infrastructure Corporation Limited, 5th Floor, Biscomaun Bhavan, Gandhi Maidan, Patna-800001, Bihar (Name and address of Purchaser), from 30th Jan 2014 to

13th Feb 2014 during office hours, from 10:00 hrs to 17:00 hrs on all working days either in person or by post.

4. A complete set of bidding documents may be purchased by interested bidders upon submission of a written application to the address given in para 2 and upon payment of a nonrefundable fee of Rs. 10,000/- in the form of a cash or Demand Draft in favor of **Bihar Medical Services and Infrastructure Corporation Limited**. The tender document can also be downloaded from the website: www.bmsicl.gov.in Such bidders are required to submit non-refundable tender document cost in the form of Demand Draft in favour of Bihar Medical Services and Infrastructure Corporation Limited.
5. The biding documents requested by mail will be dispatched by registered post / speed post / courier service on payment of an extra amount of Rs. 500/-. The Purchaser will not be responsible for postal delay, if any, in the delivery of the bidding documents or of the non-receipt of the same
6. Bidders are free to quote for any or all of the items listed in the schedule of requirements and the evaluation of bids will be conducted on per – item basis. The bidder must quote at least for the full quantity of one schedule.
7. The bids must be submitted/delivered at the address given in para 2 on or before 14.00 hrs. on 14th Feb 2014. All bids must be accompanied by an Earnest Money Deposit (EMD) as specified in the bidding document. Late bids will be rejected.
8. Pre-bid meeting shall be organized at the purchaser's office given at para 2 on 07th February 2014 at 01:00 PM for **Schedule no 1 to 14**. 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.
9. Bids will be opened in the presence of bidder's representatives who chose to attend at Bihar Medical Services & Infrastructure Corporation Ltd., 5th Floor Biscomaun Bhavan on 14th February 2014 at 03:00 PM.
10. Purchaser reserves the right to cancel / annul the bidding process without assigning any reason thereof.
11. 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.

(Managing Director)
Bihar Medical Services and Infrastructure Corporation

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INSTRUCTION TO BIDDERS (ITB)

TABLE OF CLAUSES

INSTRUCTIONS TO BIDDERS

A INTRODUCTION

1. SCOPE OF BID

Bihar Medical Services and Infrastructure Corporation Limited [name of purchaser] on behalf of Governor of Bihar (hereinafter referred to as 'Purchaser'), invites bids for the supply/testing/installation /commissioning of Medical Equipments 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.

3.3 Pursuant to ITB Sub-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 biding process.

B. THE BIDDING DOCUMENTS

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 on 7th February 2014 at 13.00 hrs. for **Schedule no 1 to 12**.

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 reach the purchaser not later than one week before the pre-bid meeting.

8.4 The Minutes of the pre-bid meeting, including the text of the questions raised and the responses given will be transmitted without delay to all purchasers of the bidding documents. 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.

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 in writing or by FAX to all prospective bidders on the address intimated at the time of purchase of the bid document from the purchaser and these amendments will be binding on them.

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; and

(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 or Money receipt of Tender Document cost if purchased by hand.

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

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. The basic unit price and all other components of the price need to be individually indicated against the goods it proposes to supply under the contract as per the price schedule given in Section VI. Prices of incidental services should also be quoted. The offer shall be quoted in Indian Rupees. 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 Basic Unit price (Ex-Factory Price) of the goods, Excise duty, Sales Tax, Freight, octroi/entry tax Forwarding, Packing, Insurance and any other Levies/Charges already paid or payable by the supplier shall be quoted separately item wise.

(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 equipment/system 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. Breakup in various heads like excise duty, sales / trade tax, insurance, freight and other taxes paid/payable as per clause 13.2 (i) is for the information of the purchaser and any change in these shall have no effect on price during the scheduled delivery period.

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.

(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 last 3 financial years as evidence that he has financial capability to perform the contract.

(ii) The bidder shall furnish documentary evidence about technical and production 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 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' up to at least 80% of the quantity required in any one of 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, meeting with the above requirement in full, 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 has supplied/installed/commissioned and provided after sales services satisfactorily at least 80% of the quantity specified in the Schedule of Requirements in any one of 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 both 15.2 (a) and (b) above, 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 the past three years, banker's certificates, 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 spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of three years, following commencement of the use of the 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 equipment, 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, a Earnest Money Deposit (EMD) for an amount of mentioned in Section IV – Schedule of Requirements in the form of Demand Draft.

17.2 The Earnest Money Deposit (EMD) shall be in the form of a Bank Draft drawn in favor of Purchaser .

(i) The cover should be superscribed as **"EARNEST MONEY DEPOSIT (EMD) FOR TENDER No BMSICL/2014-15/MC- 010 issued on 30th Jan 2014.**

(ii) In case where the document of Earnest Money Deposit (EMD) is not submitted in the manner prescribed under clause 2 (i) above, cover containing the commercial, technical and financial offers SHALL NOT BE OPENED AND THE BID SHALL BE REJECTED AND RETURNED TO THE BIDDER UNOPENED.

17.3 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.

17.4 The Earnest Money Deposit (EMD) of the unsuccessful bidder will be discharged/returned as promptly as possible, but not later than 30 days after the expiry of the period of the bid validity prescribed by the purchaser pursuant to ITB Clause 18.

17.5 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 specified by the bidder in the Bid form or

(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 ITB Clause 30.

18. PERIOD OF VALIDITY OF BIDS

18.1 Bid shall remain valid for **150 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 thereto 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. FORMAT AND SIGNING OF BID

19.1 (i) The bidder shall prepare single stage two part bids, i.e. (a) Technical bid (un-priced) in duplicate and (b) Price Bid in duplicate clearly marking them as 'ORIGINAL' and 'COPY' and in addition shall enclose Earnest Money Deposit (EMD) in a single separate envelope. In the event of any discrepancy between the copy bid, the original shall govern.

(ii) The copy of quality manual and Article or Memorandum of Association may be provided in the original bid only.

19.2 The original and copy of Bid shall be typed or printed and all the pages numbered consecutively and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid. All pages of the original bid, except for un-amended printed literatures, shall be signed by the person or persons signing the bid. The bids submitted shall be sealed properly.

19.3 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person or persons signing the bid.

D. SUBMISSION OF BIDS

20. SEALING AND MARKING OF BIDS

20.1 The bidder shall seal the original and copy bids in separate envelopes duly marking the envelopes, separately as

Cover 'A'
- i. Technical Bid (original)
- ii. Technical Bid (copy)
- iii. Earnest Money Deposit (EMD)

Cover 'B'
- i. Price Bid (original)
- ii. Price Bid (copy)

All the envelopes mentioned above should be enclosed in another sealed outer envelope duly marked by the personal seal of the bidder.

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

Bihar Medical Services And Infrastructure Corporation Limited

5th Floor Biscomaun Bhavan, Gandhi Maidan,
Patna- 800001. Bihar.

(b) The envelope shall bear (the name and address of the Purchaser), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).

(c) The inner and outer envelopes shall indicate the name and address of the bidders to enable the bid to be return unopened in case it is declared 'late' or rejected.

(d) Bids 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 bids are delivered in time would vest with the bidder.

(e) Bids delivered in person on the day of bid opening shall be delivered up to 14th Feb 2014 by 14:00 Hrs to Bihar Medical Services & Infrastructure Corporation Ltd., 5th Floor, Biscomaun Bhavan, Gandhi Maidan, Patna. The purchaser shall not be responsible if the bids are delivered elsewhere.

(f) Venue of bid opening: Bids will be opened at BMSICL, Patna, at 15.000 Hrs. on the due date. 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.

20.2 If both the envelopes are 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 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 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

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 if bid opening, except for late bids which shall be returned unopened to the bidder pursuant to ITB clause 22.

24.4 The price bids of bidders whose Technical bids are found technically responsive and comply with the bid documents will only be opened at a later date. 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 furnished in Price Bid "**Cover B**". The change in price shall be submitted in a separately sealed covers with marking in the cover "**Supplemental Price Bid"** before opening of the "**Original Price Bid**"

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 The Purchaser shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to ITB Clause 26.

27.2 The purchasers 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;
ii) the Comprehensive Annual Maintenance Charges for a period of 7 years subsequent to free guarantee maintenance period of 3 years
(b) delivery schedule offered in the bid;
(c) deviations in payment schedule from that specified in the Special Conditions of Contract.
(d) The availability in India of spare parts and after sales services for the equipment offered in the bid.

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) Delivery schedule:
The ***Purchaser*** desires to have delivery of the goods covered under the invitation, at the time specified in the schedule of requirements. The estimated time of the arrival of the

goods at the project site should be calculated for each bid after allowing for reasonable transportation time.

Treating the bid offering the scheduled time of arrival as the base, a delivery "adjustment" will be calculated for other bids at 2% of the exfactory price for each month of delay beyond the base and this will be added to the bid price for evaluation. No credit will be given to earlier deliveries and bids offering delivery beyond 2 months of stipulated delivery will be treated as unresponsive.

(c) Deviation in Payment Schedule:

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.

(d) 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.

(e) Annual Maintenance Contract (AMC):

(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 equipments are repaired and commission to the satisfaction
of the Purchaser.

(f) **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 shall be discounted @ 15% over warranty/ AMC period (if there is a provision for AMC in the contract) to arrive at the final price of the equipment for the purpose of tender evaluation.

(iii) Over a period of three years starting from the date of final acceptance of the equipment or after the procurement of spares, supplier shall supply at his own cost, spare parts needed which have not been included in the offer. These spares should be supplied within a maximum period of thirty days from the notification by the purchaser of his need, without demur.

(iv) 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

(g) 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. The number and location of repair facilities should be such as to meet the requirement of repairs and turn around time provided in the special conditions in Section IV. The performance bank guarantee shall not be released until the purchaser is satisfied that sufficient repair facilities have been established in addition to the fulfillment of other conditions of the contract. The purchaser reserves the right to blacklist a supplier who does not meet the repair obligation as per the conditions of contract.

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.

F AWARD OF CONTRACT

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 Sub-Clause 15 & 16.

29.2 The determination will evaluate the Bidder's financial, technical, and production capabilities. It will be based on an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Sub-Clause 15 & 16, and the information submitted by the Bidder in the 'Proforma For Performance Statement' for the period of last 5 years given in Section VI as well as other information the Purchaser deems necessary and appropriate.

29.3 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 7 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 seven (7) 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 seven (7) 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 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.

SECTION II- GENERAL CONDITIONS OF CONTRACT

Table of Clauses

GENERAL CONDITIONS OF CONTRACT

1. 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 VI 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 so 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 5% of the value of purchase order within 7 **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 issued by a Scheduled / Nationalized Bank and in the form provided in 'Section VI' of this Bid Document or in the form of cashiers cheque, certified cheque or demand draft.. The performance security should be valid for the period beyond sixty (60) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty 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 equipment and accessories on receipt in the Purchaser's premises will also be tested during and after installation before "take over" and if any equipment 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 equipment 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 equipment 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 equipment 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 equipment which do not materially affect the commercial 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 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) two 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) two 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*

8.2 The delivery of the goods and documents shall be completed within 3 months from the date of issue of Notification of Award. First month is for lead period and evenly distributed supplies are expected in remaining two months. The actual delivery schedule will be given in Notification of Award.

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.

*[**Hint**: Generally three months delivery time is envisaged. The delivery period will be decided on case-to-case basis considering specific requirement. The delivery period for procurement will be two months for store items where no trial run and installation & commissioning is required.]*

9. TRAINING

9.1 The bidder shall demonstrate and provide training on use and maintenance of the Equipments to the consignee's personnel the purchaser free of cost where required.

9.2 The bidder shall specify in his bid the number of trainees, quantum of proposed training, pre-training qualifications required of the trainees and duration of the proposed training.

9.3 The bidder shall provide all training material and documents.

9.4 Conduct of training of the purchaser's personnel may be at the supplier's plant and/or on-site in assembly start-up operation, maintenance and/or repair of the supplied goods.

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 in ITB Clause 9.

(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.

11.2 Over a period of three years starting from the date of final acceptance, the supplier shall supply, at his own cost, all necessary spares which have not been included in the offer as part

of the requirement. These spares should be supplied within a maximum period of 30 days from the notification by the purchaser of his need.

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

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.

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.

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 AMC services may be decided on case to case basis and incorporated in special conditions of the contract]*

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.

(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) 100% payment will be made against supply and Installation of equipments at the respective sites against certification from the consignee in the format provided in schedule VI .

16. PRICES

16.1 (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. Increase and decrease of Taxes and other statutory duties will not affect the price during this period.

(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 these taxes/duties shall be passed on to the Purchaser by the supplier.

17. CHANGES 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 impending 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 not 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 upto 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 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 Clause19;

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 equipment.

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. The small scale industries registered with National Small Scale Industries Corporation(NSIC) for the tendered item under single point registration scheme and desirous of claiming concessions available to such units inclusive of Earnest Money Deposit (EMD) should submit their latest NSIC certificates and documents in respect of their monetary limit and financial capability duly certified by NSIC.

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 one 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 upto six months, during which BMSICL or any of the user Institutions under the Government of Bihar, may place order for the supply and installation of same equipments 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 of six months, 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 of six months, but not after entering into Agreement with the rate contractor for the Quantity for which the Contract is already signed by both parties.

SECTION IV- SCHEDULE OF REQUIREMENTS

SCHEDULE OF REQUIREMENTS

Note: Delivery Schedule expressed below is the number of days required to deliver the Equipment at Consignee Location from the date of receipt of Purchase order.

Schedule No.	Brief Description of Goods and Services	Qty./No.	Delivery Schedule (Days)	Earnest Money Deposit (EMD) in Indian Rupees
1	Anaesthesia Workstation	5	60	2,50,000/-
2	Automated Blood Cell Counter 5 part with Semi Automated Reticulocyte Count	1	60	50,000/-
3	Automated Blood Cell Counter 3 Part	8	60	80,000/-
4	Hospital General Bed	-	60	1,00,000/-
5	ICU Bed	-	60	1,20,000/-
6	O.T. Light	-	30	30,000/-
7	CTG Machine	-	30	10,000/-
8	BERA	1	30	30,000/-
9	Mortuary Chamber	2	30	24,000/-
10	EEG	1	30	20,000/-
11	EMG	2	30	20,000/-
12	Evoked Potential	1	30	10,000/-
13	Digital Radiography	4	60	10,00,000/-
14	O.T. Table	2	30	40,000/-

Consignee list

[Table of consignee list to be inserted in the bidding document by the Purchaser to indicate the quantity of each Goods to be delivered at every consignee location.]

Sr. no.	Equipment Name	Consignee wise Qty.						Total Qty.
		PMCH Patna	SKMCH Muzaffarpur	JLNMCH Bhagalpur	ANMMCH Gaya	NMCH Patna	IGIC Patna	
1	Anaesthesia Workstation	5						5
2	Automated Blood Cell Counter 5 part with Semi Automated Reticulocyte Count						1	1
3	Automated Blood Cell Counter 3 Part	5	1	2				8
4	Hospital General Bed							-
5	ICU Bed							-
6	O.T. Light							-
7	CTG Machine							-
8	BERA			1				1
9	Mortuary Chamber			2				2
10	EEG Machine			1				1
11	EMG Machine			2				2
12	Evoked Potential			1				1
13	Digital Radiography		1	1	1		1	4
14	O.T. Table						2	2

SECTION V : TECHNICAL SPECIFICATIONS

Anaesthesia Workstation

1.Description of function:

Anaethesia machine is used for delivering anesthesia agents to the patients during surgery and monitors the vital signs and ventilates the patient.

1. **Technical specifications:**

Frame:

Anesthesia system should be high end three gas system with three gas Oxygen, Nitrous Oxide and Medical Air double scale flowmeter with high and low flow and minimal flow provisions.

System should be designed such that all components are integrated to minimise dead space. Should have an independent Oxygen flow meter for Oxygen delivery and an integrated variable flow suction unit.

a) Anaesthesia machine should have high grade reinforced fibre frame free from oxidation. It should have three drawers, one retractable writing table, and rigid top tray.
b) System should have at least two drawers and an additional writing surface that can be easily accessed.
c) Drawers shall be easily removed for the purposes of cleaning and sterilisation. Pipeline, cylinder and Airway pressures should all be displayed on colour coded gauges and be visible at all times during operation.
d) Should have provision to attach 2 cylinders 1 each for O_2 and N_2O.
e) Should have facility of delivering basal flow of oxygen on switching on the machine.
f) System should have a second user accessible port for extraction of Anaesthetic gas when using a non-re-breathing patient circuit. System should also provide the option of returning sample gas to the scavenging system with a dedicated port.
g) A single pneumatic/electric on/off switch should activate the gas flow and vaporization.
h) The unit should have a battery backup facility for the ventilator in the event of power loss and should operate for a minimum of one hour.
i) In the event of complete power loss and battery failure it shall still be possible to manually ventilate and deliver anaesthetic agent.
j) System should have easily accessible common gas outlet in the event of an emergency and for use of alternate breathing circuits.
k) Should have unlockable Oxygen flush to deliver oxygen flow of approximately 40 l/min.
l) Should have built in safety features like O_2 failure alarm, N_2O cutoff, low O_2 pressure etc.,
m) Should have motion sensitive back lighting for vaporizer dial adjustment. Should also have mandatory illumination of the writing table.
n) The frame should have integrated power outlets to supply a minimum of four external devices.
o) Should have locking of the castors by brake mechanism.

2. **Gas Flow**

a) The unit shall have a mechanical hypoxic guard system to control the ratio of Oxygen and Nitrous oxide to ensure a minimum of 25% of oxygen delivery at all times to avoid delivery of hypoxic mixture.
b) It shall be possible to deliver Air with only basal flow oxygen independent of the above mentioned hypoxic control.
c) Gas flow shall be controlled mechanically to avoid errors during power failure and electronic malfunction.
d) Visual display of the gas flow shall be by physical means independent of electrical power. 48 Cascade or dual flow tubes should be available for all gases to allow suitable resolution and accurate control at low total fresh gas flows.
e) Flow meters should have backlight and antiglare illumination.
f) The unit should have an independent measurement and display of fresh gas flow offering safety for low and minimal flow anaesthesia.
g) A bag arm with height and positional adjustment shall be available as an option.

3. **Vaporizers**

a) The unit should accommodate two vaporizers for anaesthetic agent delivery to allow easy selection of agent to be used. A third vaporiser storage area shall be available as an option.
b) Vaporiser should be selectable type, tool free installation and vaporiser of our choice can be mounted at will with interlocking facility to allow operation of only one vaporiser at one time.
c) Vaporizers supplied with the unit shall be routine maintenance free for the life of the product.
d) Should provide temperature, pressure and flow compensated Halothane, Isoflurane and Sevoflurane key filled or bottle filled vaporisers.

4. **Breathing System**

a) All parts of the breathing system that are in contact with patient gas should be latex free and autoclavable.
b) Should not require tools when dismantled for cleaning and sterilization.
c) Should accept large and small volume absorber canisters.
d) The ventilator bellows shall be clearly visible and should ascend on expiration to provide a quick visual indicator for system leaks.
e) Breathing system should have the option of CO_2 Absorber bypass control that will allow the absorber canisters to be removed without introducing system leaks. CO_2 absorber should have APL valve, and it should be suitable for low flow anaesthesia.
f) Should have bag / vent selecting valve integrated onto the absorber and should automatically turn on the ventilator when positioned to vent mode.
g) Should have flow sensing capabilities at inhalation and exhalation ports. It should have adjustable pressure limiting valve and should be flow and pressure compensated.

5. **Ventilator**

a) Ventilator should be pneumatically/electrically driven, electronically controlled and should be ascending bellows/bag in bottle type.
b) Ventilator should automatically change drive gas should there be a gas depletion.
c) Ventilator shall have a large color display with touch screen user interface.

d) Ventilator should have the following ventilation abilities, volume control, decelerating flow pressure control, SIMV with pressure support and pressure support.
e) Ventilator should be capable of ventilating diverse range of patient groups from neonates to patients with restrictive airways with tidal volume range between 20 ml to 1500 ml with single bellows system.
f) Assisted modes of breathing should be flow triggered.
g) Ventilator shall have an active proportional exhalation valve to prevent the potential of over delivery during pressure modes of ventilation.
h) Ventilator should have a leak and compliance test that can be done independently of the full system check.
i) On switching on, the ventilator system should be able to and shall give the user a choice of doing a unit test or bypassing in the case of an emergency.
j) Ventilator shall compensate for fresh gas flow and compliance of the entire circuit dynamically.
k) Measurement at the patient end of the circuit (sensor at the patient end) should be provided to compensate for small leakages and compressible volume variability that occur during ventilation
l) User should also have the option of setting a pre-set compliance correction where similar circuits are used constantly.
m) Should provide constant fresh gas flow into the breathing circuit during the inspiratory phase as mandatory.
n) Ventilator should have the ability to set and store a hospital default as well as individual user preferences for easy selection of ventilation parameters and include screen layout, alarm preferences and ventilation settings.
o) Apnea alarms must be user adjustable to allow for all operating conditions and phases during Anaesthesia.
p) Ventilator should have the ability to display and store Patient Spirometery loops including Flow-Volume and Pressure-Volume curves.
q) Ventilator should also display waveforms for flow and airway pressure.
r) Ventilator shall display measured fresh gas independent of the flow meters.
s) Ventilator shall display a dynamic compliance measurement.

6. **Integrated Monitoring system:**

a) Anesthesia Monitoring system should be of modular type and capable of monitoring adult, paediatric and neonatal patients. Should have invasive blood pressure measurement facility, spirometry, respiratory gas monitoring, and anesthetic agent monitoring facility.
b) Should be from the same manufacturer as of the anesthesia system.
c) Monitor should have minimum 15" independent flat panel display with multi color touch screen user interface to ensure all parameters are visible simultaneously.
d) Module rack / housing should be independent and shall be able to be placed near to the patient.
e) Should be capable of 8 traces display. Should have facility to monitor: ECG, NIBP, SpO2, Respiration, Invasive pressures (3), temperatures (2), Capnography and Bispectral index. Should have Cardiac output port enabled.
f) Should have automatic identification and measurement of anesthetic agents, EtCo2, O_2 and N_2O and MAC value in monitor/ventilator screen.
g) Should have depth of anesthesia monitoring using Bispectral index.
h) Cardiac output monitoring facility using thermo dilution technology with all accessories.

i) ECG should have capability for 3, 5 and / or 10 lead monitoring and should have built in arrhythmia monitoring on all 12 leads
j) Inbuilt ST segment analysis and arrhythmia detection for all the leads should be available.
k) Should have haemodynamic, oxygenation and drug dose calculations.
l) EtCO2 should have both mainstream and side stream in one module in monitor/ventilator display.
m) Respiration should be available with Cardio Vascular Artifact filter.
n) OCRG(oxy cardio respiro gram) should be available for monitoring neonates.
o) Alarm parameter should flash red in the presence of high priority alarms (e.g. ventricular fibrillation and asystole) and flash yellow in the presence of medium or low priority alarms (e.g. noisy signal, etc.)
p) 24 hours trend data should be displayed.
q) All monitors including central station should have similar user interface for easy usage among all clinicians.
r) Modules should be compatible with transport monitors if required.
s) Monitor shall provide capability to remote view of real time waveforms via the internet. Should be able to upgrade to software for electronic flow sheet and full disclosure of all waveforms.
t) On-screen keyboard for entering this data is preferable.
u) Should have USB ports to connect mouse, key board, bar code scanner.
v) Alarm limit status (ON/OFF) must be indicated on screen for each parameter and actual parameter alarm setting must be displayed on the screen when alarms are on.
w) Position of the displayed waveforms and color of the waveform must be user configurable.
x) Monitor shall permit the optional ability to receive and display information from other patient devices such as ventilators, infusion pumps and other standalone devices.
y) All modules should be compatible with all monitors quoted.
z) Should be supplied with necessary accessories for adult, paediatric and neonatal accessories.

Should be US FDA Approved.
Should be compatible with HIS and should be HL7 compliant

7. **Accessories and spares**

a) ECG / respiration: 5 lead ECG cable and lead wire set and 10 lead ECG cable and lead wire set per monitor
b) NIBP: Adult: 2 sizes and Paediatric 2 sizes and neonatal, 1 size per monitor
c) SPo2 Sensor: Adult sensor with cable, paediatric sensor with cable and neonatal sensor with cable per monitor
d) IBP: Include 10 nos. of disposable pressure transducer with bracket and interface cable per monitor
e) Temperature: Skin and nasopharyngeal probes per monitor
BIS: 25 nos. of disposable sensors per monitor

8. **Environmental factors:**

a) Safe disposal system: AGSS – Anaesthetic Gas Scavenging System, should be in place
b) The unit shall be capable of operating continuously in ambient temperature of 10C to 40C and relative humidity of 15-90%.
c) Shall meet IEC 60601-1-2:2001 (Or equivalent) general requirements of safety for electromagnetic compatibility.

Specification of Five Part Differential Fully Automated Blood Cell Counter with Semi Automated Reticulocyte Count

1) It should be fully automated flow cytometry based 5-part differential hematology cell counter with semi automated Fluorescent reticulocyte count and can run single samples with NMB coated tubes.
2) It should have following random access discrete analysis modes. CBC, CBC DIFFERENTIAL.
3) It should give the following parameters : WBC, RBC, HGB, HCT, MCV, MCH, MCHC, PLT, NEUT %, LYMPH %, MONO %, EOS %, BASO %, NEUT #, LYMPH #, MONO #, EOS #, BASO #, RET %, RET# RDW, PDW, MPV, PCT, IRF. It should give MULTI SCATTERGRAMS FOR DIFFERENTIAL, RETICULOCYTES.
4) The system must perform a flow cytometry based four dimensional true 5-part differential leucocyte count with Laser based scatter with single channel, single dilution and should be able to enumerate all 5-part at its near native stage.
5) It should have high input of at least 75 samples /hrs. .
6) Should have multi channel analysis for better resolution.
    a) Hydrodynamic focusing with sphereing of cells for accurate MCV.
    b) RBC measurement by 3 angles optical method.
    c) PLT measurement by 2 angles optical method.
    d) Must give Atypical depolarised flag for Malaria detection.
    e) It must have RRBC Mode for WBC Correction.
    f) It must have NOC Mode for NRBC & FWBC.
    g) Hemoglobin estimation should be done by standard method using reagents, which are not bio-hazardous.
7) In cases of Platelets and RBCs-there should be a technology to ensure accurate results in abnormal samples.
8) It should have semi automated NMB Reticulocyte analysis offline helping to do single test.
9) It should be able to indicate presence of immature granulocytes flag.
10) The system should allow whole blood closed vials, open vials mode sampling.
11) The sample volume should be less than 250ul.
12) There should be automatic probe wipe and wash.
13) It should have comprehensive information processing system using latest computer with capability to store atleast 10,000 samples data with histograms and scatter grams.
14) It should have quality assurance system with atleast 20 control files of 100 runes each.
15) There should be long life helium neon laser.
16) Must have an automatic calibration facility. It should have Sample Autoloader with facility of continuous loading of samples.

Must have an automatic calibration facility.
Linearity for WBC, RBC, HGB and PLT should start from zero.
Sample stability 0-12 hours
Should have minimum reagent inventory, maximum three for measurement and one for cleaning.
Should have multitasking and multifunction IBM compatible PC with a data management system as standard
Should have database capacity of not less than 10000 sets of results, graphics and list mode files
Service support for the system should include strong team of service engineers .
Standard- Should be US FDA approved product

Specification for Three Part Differential Blood Cell Counter

1. Should be fully automated three part haematology Analyzer providing 20 parameters including a 3- part differential
2. The system should give a differential count as Lymphocytes, mid population and Granulocytes.
3. System should be capable of processing samples at 70 samples/hour & storage memory result capacity 10000.
4. The system should be based on "closed, maintenance free Sample Rotary Valve (SRV)" for precise sample all quoting for dilution.
5. System should have auto Probe wiper to clean the sample probe automatically after sample aspiration and with predilution mode.
6. The system should use non cyanide based reagents for Hb estimation.
7. System for the reliability of the results should have "electrical Impedance" method of cell counting with an integrated temperature sensor for monitoring and compensating for shift in room temperature.
8. The system should use to proven and approved "Volumetric & time Metering" of cell counting, for WBC, RBC and PLT for high precision of the results and stability of the calibration with close measuring chamber.
9. The system should have a system of count and aperture monitoring every 30 sec for precision and reliability of counts.
10. The system should have automatic floating discriminator of RBC /PLT.
11. The system should have Open mode as well as prediluted mode of sample aspiration.
12. The system should use high Intensity LED for HB estimation.
13. All reagents required should be available locally from the company or its authorized distributor
14. System should be user friendly with colour touch screen and should option for external printer as well as data inter facing
15. System should be US FDA approved and CE certified.

Sl. No	**Technical Specification for Hospital General Bed with Mattress**
1	Should have four sections. Top flat platform should be made of perforated CRC sheet of thickness of 16G or better.
2	Bed frame must be sturdy and stable to support weight of at least 170 kg. The frame structure should be made up of at least 16 G CRC, rectangular / circular pipe of 100 mm x 30 mm.
3	Bed frame mounted on trolley base made up of 100mmx30mm CR C rectangular pipe of 16 gauge
4	All adjustments for fowler position must be obtained from crank shaft, manually operated with stainless steel/ABS foldable handle on both the shaft.
5	The finished bed must be rust proof, pretreated and polished Stainless Steel.
6	The bed should have three fourth length side rails of stainless steel of 22 Gauze with locking arrangement on both sides
7	Should have easily removable head and foot panels made up of ABS plastic.
8	Fowler bed should be of following dimension:
9	Mattress area of Length 2100 to 2200 mm X Width 900 to 1000mm
10	Height: - 500 to 550mm (without mattress)
11	Should have strong & good quality single wheeled total locking type Swivel Castors of 125 to 150 mm diameter with breaks on all four castors for stabilized position.
12	There should be suitable buffer mechanism to avoid hitting of the bed to the wall from all sides.
13	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 1 no. good quality I. V. rod.
14	Should have hooks on bed frame on both side for holding urine / drainage bag (at least 2 Nos. on each side). Hooks should be in-turned to prevent injury to bystander.
15	Bed production facility to be US FDA registered. Bed to be CE and facility to be ISO 9001 and 13485 approved.
16	**MATTRESS**
16.1	Mattress to be four sectional and to be combination of good quality foam and coir layer.
16.2	DIMENSIONS: Exactly fitting to the Bed, 4 inch thick.

Sl.No	**Technical Specification for ICU bed**
1	Bed should have electrically operated Backrest, Height and Knee-break adjustment.
2	Should have Electrically operated Trendelenburg /Reverse Trendelenburg tilt (±12º)
3	Under bed clearance to be 130 mm or more.
4	Should have four sectional mattress with rexine cover, foam density should be 40 or more.
5	70+_5° backrest for upright chest imaging.
6	Should have Pendant type remote control for attaining all positions and lockout switches should be available on control panel.
7	Bed should have integral two pieces each side split safety sides with zero transfer gap.
8	Should have one button cardiac chair position.
9	Bed frame should be coated with anti-bacterial coating.
10	Bed should have Battery back-up for all electrical movements
11	Bed should have dual sided drainage bag holders.
12	Bed should have castors of size 5 inches or more.
13	Bed should be provided with telescopic IV rod one piece.
14	Bed should have Lockout switches on Attendant Control Pendent
15	Bed should have Dual sided manual CPR levers.
16	Bed should have Angle indicator for backrest.
17	Bed should have removable Head and Foot end panels.
18	Bed should have locking mechanism for head and foot panels
19	Bed should have zero transfer gap
20	Bed should have Linked braking / steering systems with four braking castors
21	Should have 125mm single wheel castors.
22	The Bed should have following Dimensions Height Range- 46 – 76 cm Overall Length- 220 cm or more Overall Width- 980 mm or more Platform size- 85x 199 cm
23	Corner bumper and IV socket should be integrated.
24	Bed should have mattress stopper for improving safety and better mattress positioning.
25	Bed should be CE and production facility to be US FDA safety guidelines approved. Should be ISO 9001 and ISO 13485.
26	Break bar should be available for breaking mechanism
27	Safe working load of 170 kg or more. SWL means bed should operate while 170 kg weight on bed and all movement should be functional.
28	Battery backup as standard feature.
29	Bed should have corner buffers for protection.
30	Electrical safety Standard-
	Power in (230V) – 0.63 - 3.15 A max 100 - 240 V ac 50/60 Hz Electric Shock Protection; Class 1, Type B Ingress Protection (washable Beds only) IPX6W Battery- AG7

Specifications for LED O.T. Light

TECHNICAL FEATURES OF SHADOWLESS CEILING LED OPERATING LIGHTS

1. It has a set of main and satellite dome on state of art LED technology.
2. Illumination for the main dome is 1,60,000lux and for the satellite dome 1,20,000 lux.
3. Homogenuos light, free of color shadows.
4. Focuses exactly on the tissue region.
5. Develops minimal heat to prevent tissue desiccation.
6. Color temperature for both the domes should be adjustable from 3,800 – 4, 300 K.
7. Lamp life of 40,000 hours.
8. Cardanic suspension system.
9. Has touch base control panel.
10. The handle of the light is sterilizable.
11. Illumination field diameter is adjusted by turning the sterilizable handle.
12. The light is mixed right inside the LED "light engines" – which effectively prevents the casting of color shadows.
13. The light should have the unique function that enables light field adjustment to the surgical field, giving you the choice between circular and oval illumination.
14. The facility of adjusting the light field geometry in accordance with anatomical requirements or the operating technique used.
15. Should have compact design with the significantly smaller high-performance LEDs of the second generation.
16. There should be no Cast color shadows and the same applies to contour shadows, due to the complete absence of different colors in the surgical field.
17. The LED generation should give improved light yield and cut heat generation even further, with color temperature being adjustable from daylight quality to warm-white artificial light. .

Contd.next…

Contd…

Technical Data	**Main Dome**	**Satellite Dome**
Max. illuminance	160,000 lx	120,000 lx
Light field diameter	22 – 32 cm	20 – 30 cm (options: circular or oval)
Color temperature	3800 – 5000 K, variable	3800 – 5000 K, variable
Color rendering index (CRI)	95	95
Luminous efficacy	280 lm/W	280 lm/W
Illumination depth	> 80 cm	> 80 cm
Dimming range (2 – 29%: backLite operation)	30 – 100%	30 – 100%
Light sources	High-performance LEDs,	High-performance LEDs,
LED service life	40,000 h	40,000 h
Operation	Sterile via sterile handle Non-sterile via Touch Panel backLite background illumination for endoscopy	Sterile via sterile handle Non-sterile via Touch Panel backLite background illumination for endoscopy
Light head suspension	fully cardanic	fully cardanic

It should be CE certified and US FDA

TECHNICAL SPECIFICATIONS for Cardiotocography Machine (CTG Machine)

1. Should be Compact with Small footprint for easy positioning
2. Should be Lightweight
3. Should have Controls - ON/OFF switch at the rear of the base
4. Should have Tactile keypad with audible feedback when keys are pressed
5. Printer settings should be adjusted via a set of DIL switches at the back
6. Should have provision of Twin Fetal Heart (1.5MHz and 2MHz) Ultrasound transducers for monitoring two FHR non-invasively.
7. U/S Transducer should have Wider beam width and Greater sensitivity
8. Should have Colour coded transducers for easy recognition
9. Should have Serial Interface connection as standard
10. Should have Patient annotation entry provision
11. FHR's calculated using advanced auto-correlation techniques
12. Non-invasive (Pink external TOCO) Uterine Activity monitoring with Automatic and manual TOCO zero
13. Should have Integrated transducer storage
14. Fetal Events monitored
    - Maternally sensed fetal movement marker
    - Automatically with Actogram
15. Unique Care Antepartum FHR Analysis
16. Should have Large Backlit Liquid Crystal Display for Clear monitoring at a glance
17. Display should have Wide viewing angle and easily visible from distance
18. Should have Choice of both display modes -
19. Numerical values (three channels) and Scrolling trace display
20. The Interactive messages should be clearly displayed
21. Base unit can be used on it's own for remote monitoring, traces can be stored for later printing
22. Trace should have Automatic header print at the start of each printer start
23. Should have User selectable FHR alarms for Tachycardia, Bradycardia
24. And Signal Loss
25. Should have same rate coincidence (cross channel) alarm for all HR monitoring channels
26. Detection algorithm automatically alerts the user if the same heart rate is being monitored by two different modalities e.g. ULTY = ULTB, ULTY = FECG or ULTY = MECG
27. Should also have Visual screen alert! CHECK TRACE FOR SAME RATE! with ?2 printed on the trace adjacent to the rate coincidence
28. Audible alarm should 'beep' each time the alarm condition is triggered
29. Should have enough space / Room to add patient details
30. Automatic printing of time and date, scales, modality and signal loss
31. Scale and trace printed on blank paper ensuring accurate registration
32. Choice of printing twin foetal heart rates
33. Superimposed (FHR1 bold line, FHR2 dotted)
34. Separate twin scales
35. Twin foetal heart rate scales provide the clearest differentiation between two heart rates and avoids the difficulty of interpreting offset or overlapping traces
36. Trace Records can be annotated from a library of clinical notes at the touch of a button

37. User selectable trace speed - 1, 2, 3cm /min
38. User selectable trace scale - 20bpm/cm (50 – 210bpm) and 30bpm/cm (30 – 240bpm)
39. Printer should be Easy to load
40. 45metres long = 75 hours at 1cm/min
41. Choice of papers -Standard grade with 25 year ArchiTrace
42. System should have minimum 6 hours of trace storage
43. Capable Up to 14 separate traces may be stored

Specifications for BERA with ECHOG

1 Description of Function

Important evoke response audiometry clinical assessment tools for evaluating specific part of audiometry system.

2 Operational Requirements

2.1 Complete system with software and hardware is required.

3 Technical Specifications

3.1 2 Channels 3rd virtual
3.2 Pre-programmed auto tests
3.3 Auto Jewett mark suggestion.
3.4 Soft attenuator for baby screeing.
3.5 Very low noise amplifier
3.6 16 bit resolution
3.7 Bone conduction ABR
3.8 EchoG (Non-invasive)
3.9 Middle Latencies
3.10 Late Latencies (p300,MMN etc.
3.11 Computer with Accessories with windows XP
3.12 Upgradable with OAE and VNG
3.13 With standard accessories (to be quoted separately)
3.14 International medical safety certification of equipment.

4 System Configuration Accessories, spares and consumables

None

5Environmental factors

1.1 Shall meet IEC-60601-1-2 :2001(Or Equivalent BIS) General Requirements of Safety for Electromagnetic Compatibility. or should comply with 89/366/EEC ; EMC-Directive
1.2 The unit shall be capable of being stored continuously in ambient temperature of 0 -50 deg C and relative humidity of 15-90%
1.3 The unit shall be capable of operating continuously in ambient temperature of 20-30 deg C and relative humidity of 15-90%

6 Power Supply

6.1 Power input to be 220-240VAC, 50Hz fitted with Indian plug
6.2 UPS of suitable rating with voltasge regulation and spike protection for 60 minutes back up

7 Standards, Safety and Training

7.1 Should be FDA, CE, UL or BIS approved product
7.2 Manufacturer should have ISO certification for quality standards.
7.3 Comprehensive training for lab staff and support services till familiarity with the system on site.
7.5 Electrical safety conforms to standards for electrical safety IEC 60601-1 (OR EQUIVALENT international/national standard)General requirement for Electrical safety of Medical Equipment.

8 Documentation

8.1 User/Technical/Maintenance manuals to be supplied in English.
8.2 Certificate of calibration and inspection.
8.3 List of Equipments available for providing calibration and routine Preventive Maintenance Support. as per manufacturer documentation in service/technical manual.
8.4 List of important spare parts and accessories with their part number and costing.
8.5 Log book with instructions for daily, weekly, monthly and quarterly maintenance checklist. The job descriptin of the hospital technician and company service engineer should be clearly spelt out.
8.6 Compliance Report to be submitted in a tabulated and point wise manner clearly mentioning the page/para number of original catalogue/data sheet. Any point ,if not substantiated with authenticated catalogue/manual, will not be considered.

Specification for Mortuary Chamber

1. Capacity :Six Bodies
2. Temperature Range :-2 degree to 5 degree C
3. Controller :Microprocessor Based
4. Interior Panel :Made of Stainless Steel
5. Outer Panel :Made of Stainless Steel
6. Door :Hinged Insulated Doors with magnetic gaskets
7. Insulation:Polyurethane form with thickness of 80-100mm
8. Body Trays :Stainless Steel with Telescopic Mechanism
9. Compressor :Heavy Duty low noise & minimal vibration
10. Condenser :Efficient with Auto-condensate evaporating system
11. Air Circulation :Forced Air Circulation
12. Alarms :Audio-Visual Alarms to warn high or low Power temperatures.
13. supplies :220 V/50 Hz
14. Accessories :Temperature recorder, data logger, voltage safety system, alarm system for various parameters battery backup rechargeable.
15. Should be CE/BIS approved product

Specifications for 32 CHANNEL DIGITAL EEG SYSTEM FOR NEUROLOGY

Description of Function

An electroencephalograph uses electrodes placed on a patient's scalp to measure,amplify, display in graphic form, and record the weak electrical signals generated by the brain. Electroencephalography is useful in observing and diagnosing a variety of neurologic conditions, including epilepsy, related convulsive disorders, and brain death. It can also be used to evaluate psychiatric disorders and differentiate among various psychiatric and neurologic conditions. In addition, electroencephalographic studies can assist in localizing tumors or lesions on or near the surface of the brain

Operational Requirements

EEG System complete with software for acquisition and review and the compatible computer with necessary interface and printer is required.

Technical Specifications

Hardware:

1. Should be PC based with minimum following PC specifications: Pentium IV, 512 MB DDR RAM, 160 GB HDD, CD/DVD RW, 17-25" LCD TFT Display, Key Board, Mouse and UPS.
2. Number of EEG Channels should be 32 with color coding,and another eight channels for Polygraphy. Also any two channels can be configured as Bipolar, AC or DC through software
3. Facillity for simultaneous sampling of all EEG channels and multiple sampling rates.
4. Photic Stimulator with software prorammable for manual or automatic sequences.
5. Networking facility
6. DICOM compatible.

Technical Specifications:

1. CMRR should be > 110 dB or better
2. Noise < 2uV peak to peak
3. Input Impedance > 100 Mohm
4. 16 bit ADC resolution voltage of 0.153 uV

Acquisition Software:

1. Facility to combine all user defined settings into templates or protocol, for use in different applications.
2. Facility forIndividual Channel Control, Customization of Montages, along with Remontage Capabilities.
3. Should display a graphical view of the current montage during the EEG recording.
4. Facility to define New Sensors should be possible as standard i.e assign to amplifier inputs, define traces in a mintage, define calclulated channels (Average, Source/Laplacian), or defined trends.
5. Facility to click any point to display corresponding traces & Slide pointer to change displayed duration of the Overview.
6. Facility for sortable list of all events placed in the recording, both automatically and manually.
7. Facility to review and add events to recorded traces.
8. Facility for automatic time counters and fevent insertion during Hyperventilation.
9. Facility to controlled display Sensitivity for User defined value.

10. Facility to choose Low & High Cut Filters along with facility to enter any user defined value.
11. Facility to file zip.
12. Facility of configurable Time Base.
13. Spike & Seizure software
14. Trend Analysis software.

Review Software:
1. Paging facility as Automatic Paging, Mouse controlled Paging and/ or Keyboard Paging.
2. Playback of EEG for one or more channels.
3. Facility for Zoom/ Magnify EEG trace,
4. Facility for Copy & Paste of EEG or Trends to reports and presentations
5. Facility for Automatic generation of reports.
6. Facility for viewing several recordings in tiled or cascading windows.

Patient Administration Software:
Network supported patient and test management software, archive to CD or DVD, powerful search, patient folder, workspaces. Should have an option of upgrading the digital EEG to Video EEG with day/night camera using MPEG-2 3rd generation technology System Configuration Accessories, spares and consumables System as specified. Compatible Laser Printer with 600 DPI Resolution and A4 Size printing facility.-01

Standard accessories to include the patient cable and connectors with electrodes and Papers for at least 1000 EEG Exams and all the necessary power cables and other interfaces.

OPTIONAL REQUIREMENTS COMPONENTS FOR VIDEO EEG UPGRADATION.

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 in ambient temperature of 20-30 deg C and relative humidity of less than 70%

Power Supply
Power input to be 220-240VAC, 50Hz fitted with Indian plug

Resettable overcurrent breaker shall be fitted for protection

Voltage corrector/stabilizer of appropriate ratings meeting ISI Specifications.(Input 160-260V and output 220-240 V and 50 Hz)

Suitable UPS with maintenance free batteries for minimum one-hour back-up should be supplied with the system.

Standards, Safety and Training

Manufactures/Supplier should have ISO certificate to Quality Standard.

Should be compliant with IEC 61010-1:(or any international equivalent eg EN/UL 61010) covering safety requirements for electrical equipment for measurement control and laboratory use
Should be FDA, CE, UL or BIS approved product .

Comprehensive training for lab staff and support services till familiarity with the system.

Shall be certified to be meeting the safety standards IEC- 60601-2-26 PART 2: Particular requirements for safety of EEG Systems.

Documentation

User/Technical/Maintenance manuals to be supplied in English.

Certificate of calibration and inspection.

List of Equipments available for providing calibration and routine maintenance support as per manufacturer documentation in service / technical manual.

List of important spare parts and accessories with their part number and costing .

Log book with instructions for daily, weekly, monthly and quarterly maintenance checklist. The job description of the hospital technician and company service engineer should be clearly spelt out.

Compliance Report to be submitted in a tabulated and point wise manner clearly mentioning the page/para number of original catalogue/data sheet. Any point, if not substantiated with authenticated catalogue/manual, will not be considered.

Specifications for EMG / EP SYSTEM WITH ACCESSORIES (PC BASED TWO CHANNEL)

Description of Function

Electromyographs detect, process, and record the electrical activity of the skeletal muscles .EP graphic recorders measure and document the brain's electrical response to visual, auditory, or somatosensory stimuli. Electromyographs test the functional ability of peripheral nerves by using integral stimulators to measure nerve conduction velocity (NCV), the rate at which a nerve can carry a signal from the point of stimulus by an electrode to the muscle that it innervates.

Operational Requirements

EMG System complete with EP recorders and all software and hardware is required.

Technical Specifications

1. Standard programmes for recording motor nerve conduction velocity, sensory nerve conduction velocity, repetitive nerve stimulation, F response, H reflex and blink reflex.
2. Standard programme for routine electromyogram (EMG) recording, motor unit potential (MUP) analysis, interference pattern analysis, single fiber EMG, jitter analysis
3. Standard programme for recording brain stem auditory evoked response, middle latency response and slow vertex response
4. Standard programme for recording pattern reversal visual evoked potential (VEP), LED VEP.
5. Standard programme for recording P300
6. Standard programme for recording somatosensory evoked potentials (upper limb & lower limb) and short latency evoked potentials

OPTIONAL Specifications (features can be added or deleted depending upon user department)

7.Standard programme for recording sympathetic skin response (OPTIONAL)

8.Standard programme for recording electroretinogram (ERG) and electrooculogram (EOG)(Optional)

9.Facilities for checking electrode -skin impedence(optional required alongwith Standard programme for recording sympathetic skin response)

Amplifiers:

i. Input impedance: 100 mega ohms or more
ii. Sensitivity: 2 microvolt – 10 millivolts per division
iii. Time base: 0.1 millisecond – 0.5 seconds per division in variable steps
iv. Filters: Standard low cut, high cut filters for all recordings

PC worstation with Core 2 Duo CPU with inkjet printer(colour),17" LCD/TFT Monitor, 120 GB HDD, DVD Read/Write, 1GB RAM.4 USB Port.

System Configuration Accessories, spares and consumables

1. Surface stimulating and recording electrodes – 10
2. Concentric needle electrodes (30 mm long with connecting cable) – 4
3.Minimum number of Single fiber EMG electrode – 2
4. Ground electrode – 2
5. Headphones and child ear tips with cables – 2
6. VEP monitor and LED goggles – 1
7. Flash stimulator – 1
8. Electrode gel – 10
9. Recording paper – 3
10. Power cable – 2
11. Ground lead – 2

Optional specifications:

12. ERG contact lens electrode – 2 (optional : to be asked for in the case of the ERG provision in the programme)

Environmental factors

Shall meet IEC-60601-1-2 :2001(Or Equivalent BIS) General Requirements of Safety for Electromagnetic Compatibility.or should comply with 89/366/EEC; EMC-directive.
The unit shall be capable of operating continuously in ambient temperature of 20-30 deg C and relative humidity of 15-90%
The unit shall be capable of being stored continuously in ambient temperature of 0-50deg C and relative humidity of 15-90%

Power Supply

Power input to be 220-240VAC, 50Hz fitted with Indian plug
UPS of suitable rating with voltage regulation,spike protection and maintenance free batteries for 60 minutes back up

Standards, Safety and Training

Should be FDA, CE, UL or BIS approved product
Comprehensive training for lab staff and support services till familiarity with the system.
Manufacturer should have ISO certification for quality standards.
Should have local service facility .The service provider should have the necessary equipments recommended by the manufacturer to carry out preventive maintenance test as per guidelines provided in the service/maintenance manual.
Shall meet IEC 60601-2-040 Safety requirements - Part 2-040: Particular requirements for Electromyographs and Evoked Response Equipments

Documentation

User/Technical/Maintenance manuals to be supplied in English.
List of important spare parts and accessories with their part number and costing.
Certificate of calibration and inspection.
List of Equipments available for providing calibration and routine Preventive Maintenance Support. as per manufacturer documentation in service/technical manual.
Log book with instructions for daily, weekly, monthly and quarterly maintenance checklist.
The job description of the hospital technician and company service engineer should be clearly spelt out.

Compliance Report to be submitted in a tabulated and point wise manner clearly mentioning the page/para number of original catalogue/data sheet. Any point ,if not substantiated with authenticated catalogue/manual, will not be considered.

Specification for Evoked Potential Machine (digital)

Technical Specifications for EMG/EP system 4 channels: for recording of the evoked response & EMG with accessories

Essential Requirements:

1) Minimum four channel
2) With facility for up gradation
3) Standard programs for recording motor nerve conduction velocity, sensory nerve conduction velocity, repetitive nerve stimulation, F response, H reflex and blink reflex.
4) Standard program for routine electromyogram (EMG) recording motor unit potential (MUP) analysis, interference pattern analysis, single fiber EMG, jitter analysis, automatic computation wit display
5) Standard program for recording sympathetic skin response
6) Standard program for recording brain stem auditory evoked response, middle latency response and slow vertex response
7) Standard program for recording pattern reversal visual evoked potential (VEP) and LED VEP
8) Standard program for recording P300 with audiovisual paradigms
9) Standard program for recording somato-sensory evoked potentials (upper limb & lower limb) and short latency evoked potentials
10) Facilities for checking electrode-skin impedance
11) PC requirements: Intel® CoreTM i5-760 processor (2.80GHz, 1333MHz FSB, 8MB Cache) Genuine Windows® 7 Professional, 64bit (English) or higher ; 21.5" Full HD Widescreen Flat Panel Monitor ; 6 GB DDR3 SDRAM, 500GB SATA Hard Drive ; Single Drive: Blu-ray Disc Combo (DVD+/-RW + BD-ROM). Facility for internet connectivity, with facility of up gradation
12) Color laser printer & UPS with 20 minutes back up for whole system along with computer
13) Patient Data management software & archiving facility
14) MS Word based report generation facility
15) Amplifier
    i. Input impedance: 1000 mega ohms or more
    ii. Sensitivity: 2 microvolt – 10 millivolts per division
    iii. Time base: 0.1 millisecond – 0.5 seconds per division in variable steps
    iv. Filters: Standard low cut filter (0.2 to 2KHz), high cut filters for all recordings

Standard accessories to be provided [items-quantity in numbers]

1. Surface stimulating (reusable) – 4 [Four]
2. Surface Recording electrodes (reusable) – 12 [Twelve]
3. Concentric needle electrodes (adult size, disposable, with adequate length of the connecting cable) – 50 [fifty]
4. Concentric needle electrodes (pediatric size, disposable, with adequate length of the connecting cable) – 50 [fifty]
5. Needle holder for disposable needles – 3 [three]
6. Single fiber EMG electrode with needle holder – 1 [one]
7. Ground electrode – 4 [four]
8. Headphones and child ear tips with cables – 2 [two]
9. VEP monitor and LED goggles – 1 [one]
10. Headphones for auditory evoked potentials – 1 [one]
11. Flash stimulator – 1 [one]

12. Electrode gel – 10 [ten]
13. EMG conductive paste (200 gms or more) – 10 [ten]
14. Recording paper – 3 [three]
15. Power cable – 2 [two]
16. Ground lead – 2 [two]
17. Power requirements: 220 V AC, 50 Hz

1. All essential spare parts and service manuals should be available with the local service center and all steps should be taken for immediate servicing to prevent down time
Annual Maintenance Contract:
2. A copy of service manual should be available with local service center

Installations, Commissioning, Testing, Maintenance and After Sales Service:
1. The equivalent and all accessories should be installed, tested and commissioned at the Department where the instrument is installed, free of cost.
2. One engineer should be posted for a week for imparting training at site of installation
3. All spare parts and consumables should be available with the supplier or principals for a period of 10 years.

Specification for DIGITAL RADIOGRAPHY

Should be a Digital Radiography system with single flat panel detector, capable to take digital images in horizontal, vertical and oblique positions of all skeletal body including spine and chest**.**

The detector should be fixed type and move between horizontal and vertical positions.

GENERATOR

1. Generator should be of latest high frequency inverter technology for constant output and lowest radiation doses.
2. Should have at least 80 KW power.
3. The range should be from 40 to 150 KV.
4. Should have 800mA or more at 100KV.
5. Should have automatic exposure control device.
6. Should have anatomical programming radiography.
7. Should have over loading protection feature.
8. Should have a digital display for KV and mAs.

X-RAY TUBE AND COLLIMATOR

1. Should be a high speed rotating anode dual focus tube compatible with the generator
2. Should have focal spot sizes of 0.6mm and 1.2mm or less.
3. Should have an anode heat capacity of 300KHU or more
4. Should have a multi leaf collimator having halogen/bright light source with auto shut provision for the light
5. Should have over load protection.

CEILING SUSPENDED TUBE

1. Should be ceiling suspended type.
2. It should have movements in all directions i.e. 3D transverse 140 cm or more, longitudinal 290 cm or more and vertical 125 cm or more.
3. All movements should have electromagnetic brakes with fully counter balanced mechanism.
4. It should have facility to display FFD/SID.
5. It should have provision of auto centering with the detector.
6. Tube rotation at vertical axis and horizontal axis +/ - 180 degree.

X-RAY TABLE

1. Should be a horizontal table with carbon fiber table top of minimum 2000mmx720mm.59 with adjustable height.
2. It should have a weight bearing capacity of 200kg or more.
3. The table should be mounted on high quality fiber wheels with brakes.

VERTICAL DETECTOR STAND

1. Should have an in-built detector capable to take digital images in horizontal, vertical and oblique positions with suitable movements for all skeletal body including spine and chest.
2. It should have provision to do chest radiography without grid.
3. It should have automatic exposure control with at least 3 fields.
4. Should be supplied with grids suitable for horizontal and vertical imaging.
5. The detector should be capable of rotating on its axis across +90 to -15 degrees synchronized with X ray tube.

DIGITAL DETECTOR

1. The detector should be a flat panel detector of latest technology with Cesium Iodide scintillator.
2. The size of the detector should be 35 cm x 41 cm or more.

3. Should have a minimum spatial resolution of 2.5/3 lines pair/millimeter.
4. Detector Quantum Efficiency (D.Q.E) should be more 55% @ Zero Line Pairs.
5. The active matrix size should be 2 k x 2k or more.
6. Should have a minimum image depth of 14 bit.

IMAGE ACQUISITION, IMAGE PROCESSING

1. The digital workstation should be based on the latest high speed processors of at least 32 to 64 bit.
2. It should have the possibility of acquiring the image from the detector system. Should have preview time 5 seconds or better.

3. It should have image storage disk of 70 Gigabyte or more.

4. The system should have ready DICOM interface and networking capability with RIS/HIS/PACS.

5. Post processing function must be available.

6. (1+4) Workstation one state of the art latest Pentium system minimum 2 GB RAM, minimum 1 Tera Byte Hard disk, 19" or more Medical grade monitor supported by all necessary software for all the various DR functions and four additional fully networked workstation with high resolution monitors. DICOM images should be viewed on all the four additional workstations. The configuration of the main and additional work stations should be specified in the bid and should be supplied with suitable table and UPS.

7. Dry Laser camera with at least 3 online film tray, 500 dpi or more for printing the digital images should be supplied.

8. A CD, DVD – R/W drive should be supplied.

9. Free comprehensive software upgrade with existing platform on site till CMC.

ACCESSORIES

1. On line UPS with 30 minutes back up for work station and laser camera (3 hrs backup).
2. Lead Glass of size 80cms x 120cms.
3. Lead apron: 6 nos
4. Thyroid and Gonad protection.
5. Four 3 ton split AC for X-ray and work station room.
6. Diesel Generator 100 KVA
7. Chemical earthing
8. Film badge for radiation measurement – 20p/c per college.
9. Syringe needle destroyer.

TRAINING:

Training of doctors and technicians 7 days continuous at the site where equipment is installed.

TURNKEY

The bidder will carry out installation on turnkey basis. To assess the turnkey costs the bidder may visit the sites before quoting for the equipment.

Specifications for OPERATION TABLE HYDRAULIC

1 Description of Function

Hydraulic operating Tables are simple tables for performing surgical procedures and it works without electrical power.

2 Operational Requirements

OT Table is required for general surgery and should have X-Ray transluscent tops.

3 Technical Specifications

1. 1 Four section table top with divided foot section
2. Table top should be constructed from a high-pressure laminate to permit x-ray penetration and fluoroscopy
3. All table positioning, i.e., height, back section, lateral tilt, trendelenburg and anti-trendelenburg, except foot and head section should be operated hydraulically
4. Should have a manual position selector, whose location should be interchangeable between foot and head end
5. The casings on the frame and centre supporting column should be made of hygienic stainless steel
6. Mattress should be radio lucent and suitable for fluoroscopy
7. Measurements:(all dimensions are approximated to +/_ 10 % variations)
   a. Height: 730-1040 mm
   b. Side tilt: + 15 degrees
   c. Back section adjustment: - 15 degrees to 70 degrees
   d. Foot section adjustment: - 90 to 0 degree, detachable
   e. Trendelenburg: 25 degree
   f. Anti trendelenburg: 25 degree
   g. Head section adjustment: -40 to -30 degree, detachable
   h. Maximum width: 555 mm
   i. Length: 1950 mm

4 System Configuration Accessories, spares and consumables

1 System as specified

2 Accessories should include
a. Padded arm rest with straps - pair with damps
b. Anaesthesia screen with clamps
c. Side supports: pair with clamps
d. Shoulder supports: pair with clamps
e. Knee crutches: pair with damps
f. X-ray cassette tray
g. Kidney bridge
h. SS bowl with clamps
i. Infusion rod with clamp

5 Environmental factors

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

2 The unit shall be capable of operating continuously in ambient temperature of 10 -40deg C and relative humidity of 15-90%

6 Power Supply

None

7 Standards, Safety and Training

1 Should be FDA , CE,UL or BIS approved product
2 Manufacturer should be ISO certified for quality standards.
3 Should have local service facility .The service provider should have the necessary equipments recommended by the manufacturer to carry out preventive maintenance test as per guidelines provided in the service/maintenance manual.

8 Documentation

1 User/Technical/Maintenance manuals to be supplied in English.
2 Certificate of calibration and inspection.
3 List of Equipments available for providing calibration and routine Preventive Maintenance Support as per manufacturer documentation in service/technical manual.
4 List of important spare parts and accessories with their part number and costing
5 Log book with instructions for daily, weekly, monthly and quarterly maintenance checklist.
The job description of the hospital technician and company service engineer should be clearly spelt out.

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 pursuant to ITB Clause 7.

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 aides are removed.

1. Bid Form

Date: 30th Jan 2014 *[insert: **date of bid**]*

[Purchaser specify: "IFB No.: BMSICL/2013-14/MC-010"]
*[insert: **Procurement and Rate Contracting of Medical equipment for Government Medical Colleges in Bihar**]*

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

Dear Sir or Madam:

Having examined the Bidding Documents, including Addenda Nos. *[insert **numbers**]*, 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**]*

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 for 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						
	4TH YEAR	5TH YEAR	6TH YEAR	7TH YEAR	8TH YEAR	9TH YEAR	10TH YEAR
TOTAL							

CMC CHARGES

Equipment name	AMC CHARGES						
	4TH YEAR	5TH YEAR	6TH YEAR	7TH YEAR	8TH YEAR	9TH YEAR	10TH YEAR
TOTAL							

Note:

i. In case id discrepancy between unit price & total price Unit price shall prevail.
ii. This price schedule should be placed in separate envelope sealed **'Cover B'**

Place
Date

Signature of Bidder……
Name ……

Address **……**

3. Earnest Money Deposit (EMD) Form

Date: *[insert: **date**]*
IFB: *[insert: **name and number of IFB**]*
Contract: *[insert: **name and number of Contract**]*

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

WHEREAS *[insert: **name of Bidder**]* (hereinafter called "the Bidder") has submitted its bid dated *[insert: **date of bid**]* for the performance of the above-named Contract (hereinafter called "the Bid")

KNOW ALL PERSONS by these present that WE *[insert: **name of bank**]* of *[insert: **address of bank**]* (hereinafter called "the Bank") are bound unto *[insert: **name of Purchaser**]* (hereinafter called "the Purchaser") in the sum of: *[insert: **amount**]*, for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this *[insert: **number**]* day of *[insert: **month**]*, *[insert: **year**]*.

THE CONDITIONS of this obligation are the following:

1. If, after the bid submission deadline, the Bidder

   (a) withdraws its bid during the period of bid validity specified by the Bidder in the Bid Form, or
   (b) does not accept the Purchaser's corrections of arithmetic errors in accordance with the Instructions to Bidders; or

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

   (a) fails or refuses to sign the Contract Agreement when required; or

   (b) fails or refuses to issue the performance security in accordance with the Instructions to Bidders.

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

This guarantee will remain in full force up to and including *[insert: **the date that is 30 days after the period of bid validity**]*, and any demand in respect thereof must reach the Bank not later than the above date.

For and on behalf of the Bank

Signed: _____

Date: _____

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

Common Seal of the Bank

Form – 4 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. NO.	BRIEF DESCRIPTION OF GOODS	QUANTITY TO BE SUPPLIED	UNIT PRICE	TOTAL PRICE	DELIVERY TERMS

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"

5. 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: **a brief 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 Sub-Clause 5.4.

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

6. 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 a bid, and sign the Contract with you against IFB *[**title and reference number of the Invitation for Bids**]* 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.

7. Proforma for performance statement

(For a period of last three years)

Bid No: _____ Date of Opening: _____ Time :_____Hours

Name of the Firm :_____

Order Placed By (Full address of Purchaser)	Order No. and Date	Description and quantity of ordered Goods	Value of order	Date of completion of delivery		Remarks indicating reasons for late delivery, if any	Was the supply of Goods satisfactory ? (Attach a certificate from the Purchaser/Consignee)
				As per contract	Actual		

Signature and seal of the Bidder _____

8. LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

(To reach the Purchaser before date of bid opening)

To

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

Subject : Authorisation for attending bid opening on _____(date) in the Tender of _____.

Following persons are hereby authorised to attend the bid opening for the tender mentioned above on behalf of _____ (Bidder) in order of preference given below.

Order of Preference	Name	Specimen Signatures
I.		
II.		
Alternate Representative		

Signatures of bidder
Or
Officer authorized to sign the bid
Documents on behalf of the bidder.

Note : 1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.

2. Permission for entry to the hall where bids are opened, may be refused in case authorization as prescribed above is not recovered.

9. 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 Incharge of the hospital concerned would be treated as consignee. In case of office (other than hospital), the office incharge of the office would be treated as consignee.

(Hospital / Office Incharge) (User Department)

Statement for technical Deviation:

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

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.

for……

Station : (Signature with Name and Designation)

Date :

Company Seal