B I D D I N G D O C U M E N T S

F O R

Procurement and Rate Contracting of Medical Equipment for Government Medical Colleges & Hospitals in Bihar.

Bid Reference: BMSICL/2015-16/Medical Equipment-029

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 BiscomaunBhavan
Gandhi Maidan, Patna (Bihar) India

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

INVITATION FOR E-BIDS
FOR

PROCUREMENT OF MEDICAL EQUIPMENT

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

BID REFERENCE	: BMSICL/2015-16/ME-029
DATE & TIME OF DOWNLOADING BID DOCUMENT (DOWNLOAD) (www.eproc.bihar.gov.in)	: From 14th August 2015 from 10:00 hrs (www.eproc.bihar.gov.in) to 09th September 2015 upto 15:00 hrs. on website
LAST DATE & TIME FOR SUBMISSION (Upload) OF ONLINE BIDIING DOCUMENT	: 10th September 2015 upto 13:00 on (www.eproc.bihar.gov.in)
LAST DATE AND TIME & PLACE FOR SUBMISSION OF ORIGINAL DOCUMENT FOR EMD, TENDER FEE & TECHNICAL BID OF QUOTED ITEM.	: 14th September 2015 at 13:00 Hr at the office of BMSICL, Patna.
TIME, DATE & PLACE OF OPENING OF TECHNICAL BIDS	: 14th September 2015 at 15.00 Hrs on the website (www.eproc.bihar.gov.in) in the office of BMSICL, Patna.
DATE AND TIME OF OPENING OF FINANCIAL BIDS.	: To be informed later on (www.eproc.bihar.gov.in)
DATE, TIME & PLACE OF PRE-BID MEETING	:24th August 2015 at 15:00 Hrs Conference Room, Bihar Medical Services & Infrastructure Corporation Ltd, 5th Floor, Biscomaun Bhawan, Gandhi Maidan Patna, Bihar – 800001
VALIDITY OF TENDER	: 180 days
COST OF BID DOCUMENT	: Rs. 10,000/- (Ten Thousand Rupees only) Non- refundable
BID PROCESSING FEE	: Rs 1140/- (Non- refundable)

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

1. The cost of tender document is acceptable as Bank Draft issued by any nationalized/scheduled bank in favour of Managing Director, Bihar Medical Services and Infrastructure Corporation Limited, Patna and payable at Patna and it is non-refundable.

2. The required amount of Earnest Money is acceptable in the form of Bank Draft/Bank Guarantee issued by nationalized and schedule bank in favour of Managing Director, Bihar Medical Services and Infrastructure Corporation Limited, Patna and payable at Patna. The Earnest Money deposited in any other form shall not be acceptable.

3. The Tender Inviting Authority reserves the right to extend the schedule of tender or to reject the tender without assigning any reason.

4. The fee of bid processing is to be deposited by the tenderer through net banking i.e. RTGS/NEFT/Debit Card. The tenderer must ensure the payment before schedule time otherwise the corporation will not be responsible for any delay.

5. It is essential to deposit the original documents of Tender fee, EMD, Technical Bid of quoted item in a separate sealed envelope at Bihar Medical Services Infrastructure Corporation Limited, Patna on 14th September 2015 at 13.00 Hrs.

6. Note: Please number the documents with serial number on each and every page and do mention the total number of pages of bidding document. In technical Bid parallel assign the corresponding page numbers of supporting documents. Any discrepancy or misrepresentation in this aspect will not be entertained.

7. Any queries and questions regarding the tender should be addressed to MD BMSICL (either through letter or through e-mail:- md-bmsicl-bih@nic.in and/or bmsicl.equipment@gmail.com or contact no. 0612-2219634/35) up to 7 days before of closing of online bid registration.

8. All communication, addendum/corrigendum related to this tender will be issued on the website of www.eproc.bihar.gov.in& / www.bmsicl.gov.in.

Sd/-
Managing Director
BMSICL

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INVITATION FOR BIDS (IFB)

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

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

Bid Reference No.: BMSICL/2015-16/ME-029 Date**: 14th August 2015**

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

Schedule No.	Brief Description of Goods and Services	Qty./No.	Delivery Schedule (in days)	Earnest Money Deposit (EMD) in Indian Rupees
1	CTG Machine	-	45	5,000/-
2	Digital Video Colposcope	-	45	5,000/-
3	Boyle's Machine	-	45	10,000/-
4	C-Arm Machine	-	45	30,000/-
5	C-Arm compatible OT Table	-	45	30,000/-
6	TURP Set	-	45	50,000/-
7	Spirometer (Computerized)	-	45	5,000/-
8	Suction Machine	-	45	5,000/-
9	Band Saw	-	45	5,000/-
10	Odour Control System	-	45	5,000/-
11	A-Scan	-	45	5,000/-
12	Auto Refractometer with Keratometer	-	45	5,000/-
13	B-Scan	-	45	5,000/-
14	Non- Contact Tonometer	-	45	5,000/-
15	Audiometer	-	45	5,000/-
16	Crash Cart	-	45	5,000/-
17	Hydraulic OT Table	-	45	5,000/-
18	Laparoscopy Machine Set	-	45	50,000/-
19	Nerve Locator	-	45	5,000/-
20	Semi Auto Biochemistry Analyser	-	45	5,000/-
21	ABG Analyser Machine	--	45	7,000/-
22	ABG with Electrolyte	-	45	7,000/-
23	Lithotripter	--	45	70,000/-

24	Pulse Oxymeter	-	45	5,000/-
25	Wheel Chair	-	45	5,000/-
26	IV Stand	-	45	5,000/-
27	Laminar Air Flow	-	45	5,000/-
28	Diathermy Surgical	-	45	10,000/-
29	Digital Physiograph 3 Channel with TFT	-	45	10,000/-
30	ENT Operating Microscope	-	45	60,000/-
31	EEG Machine	-	45	15,000/-
32	Semi Fowler Bed	-	45	5,000/-

2. The qualification criteria, Detailed Technical Specifications, Scope of Work, Cost of Tender Document, Earnest Money Deposit and other conditions can be seen in the tender document downloaded from the website of www.eproc.bihar.gov.in.
3. The bids must be uploaded (e-mode/ online) at the address given in para 2 on or before 13.00 hrs. on 10th September 2015. All bids must be accompanied by an Earnest Money Deposit (EMD) as specified in the bidding document. Late bids will be rejected.
4. The Pre-bid meeting shall be organized at the purchaser's office given on 24th August 2015 at 15.00 hrs. In the Pre-bid meeting, the prospective bidders may clarify any issues related to the terms, conditions and technical specifications given in the bidding documents.
5. Bids will be opened (in e- mode) in the presence of bidder's representatives who choose to attend opening at Bihar Medical Services & Infrastructure Corporation Ltd., 5th Floor Biscomaun Bhavan on 14th September 2015 at 15.00 Hrs. on the website of www.eproc.bihar.gov.in.
6. The Purchaser reserves the right to cancel / annul the bidding process without assigning any reason thereof.
7. In the event of the date specified for the bid receipt and opening being declared as a closed holiday for purchaser's office, the due date for submission of bids and opening of bids will be the following working day at the appointed time.

-sd-
(Managing Director)
Bihar Medical Services and Infrastructure Corporation Ltd

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INSTRUCTIONS TO BIDDERS

A INTRODUCTION

1. SCOPE OF BID

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

2. FRAUD AND CORRUPTION

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

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

(i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution; and

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

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

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

3 ELIGIBLE BIDDERS

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

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

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

4. ONE BID PER BIDDER

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

5. COST OF BIDDING

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

6. **ALTERNATIVE TENDER**

Alternative Tenders are not permitted.

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

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

B. THE BIDDING DOCUMENTS

6. CONTENTS OF BIDDING DOCUMENTS

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

Section I Instructions to Bidders (ITB)
Section II General Conditions of Contract (GCC)
Section III Special Conditions of Contract (SCC)
Section IV Schedule of Requirements (SOR)
Section V Technical Specifications
Section VI Sample Forms

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

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

7. **CLARIFICATION OF BID DOCUMENTS**

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

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

8. Pre-bid Meeting

8.1 The bidder or his representative is invited to attend a pre-bid meeting, which will take place in the office of BMSICL Patna on 24th August 2015 at 15:00 hrs.

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

that may be raised at that stage.

8.3 The bidder may submit any question in writing or by FAX/ e-mail to the purchaser to be considered at the time of the pre-bid meeting.

8.4 Any modification of the bidding document listed in ITB Clause 6.1 which may become necessary as a result of the pre-bid meeting shall be made exclusively through the issue of an Addendum pursuant to ITB Clause 9 and not through the minutes of the pre-bid meeting & the same will be uploaded at www.eproc.bihar.gov.in & or www.bmsicl.gov.in.

8.5 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

9. AMENDMENT OF BIDDING DOCUMENTS

9.1 At any time, prior to the date of submission of Bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, or pursuant to ITB Clause 8, modify bid documents by amendments.

9.2 The amendments shall be notified by uploading the same at www.eproc.bihar.gov.in and/or website of BMSICL i.e. www.bmsicl.gov.in.

9.3 In order to afford prospective bidders a reasonable time to take the amendment into account in preparing their bids, the purchaser may, at its discretion, extend the deadline for the submission of bids suitably.

C. PREPARATION OF BIDS

10. LANGUAGE OF BID

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

11. DOCUMENTS CONSTITUTING THE BID

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

(a) A Bid Form and a Price Schedule completed in accordance with ITB Clauses 12 and 13;

(b) Documentary evidence established in accordance with ITB Clause 14 and 15 that the Bidder is eligible and qualified to perform the contract if its bid is accepted;

(c) Documentary evidence established in accordance with ITB Clause 16 that the goods and ancillary services to be supplied by the Bidder conform to the bidding documents.

(d) Earnest Money Deposit (EMD) furnished in accordance with ITB Clause 17.

(e) Tender Document fee in the form of Demand Draft in favour of Managing Director, Bihar Medical services and Infrastructure Corporation Ltd. Payable at Patna.

12. BID FORM

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

13. BID PRICES

13.1 The bidder shall give the total composite price inclusive of all Levies & Taxes i.e. Sales / Trade Tax & Excise, packing, forwarding, freight, octroi/entry tax and insurance etc. Price should be as per the price schedule given in Section VI. No Foreign exchange will be made available by the purchaser.

13.2 Break-up of the prices indicated in the Price Schedule shall be entered in the following manner:

(i) The Unit price should be inclusive of , Excise duty, Sales Tax, Freight, octroi/entry tax Forwarding, Packing, Insurance and any other Levies/Charges etc

(ii) The supplier shall quote as per price schedule given in section VI for all the items given in schedule of requirement.

13.3 The price quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non - responsive and rejected.

13.4 The prices quoted by the bidder shall be in sufficient detail to enable the Purchaser to arrive at the price of material/goods offered.

13.5 "DISCOUNT, if any, offered by the bidders shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offers suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply, etc, into account".

13.6 The price approved by the Purchaser for procurement will be FOR destination which will be inclusive of all Taxes, Levies, packing, forwarding, freight and insurance as mentioned in Para 13.1 above.

14. DOCUMENTS REQUIRED TO BE SUBMITTED

14.1 The bidder shall furnish, as part of the bid documents, the following documents or whichever is Applicable as per terms and conditions of Bidding Documents.

(i) Certificate of incorporation / registration.

(ii) Article or Memorandum of Association or partnership deed as the case may be.

(iii) Registration certificate from State Director of Industries (For India Manufacturer Only).

(iv) Registration certificate from central excise and trade/sales tax department.

(v) Approval from Reserve Bank of India in case of foreign collaboration.

(vi) In case of bidder, other than manufacturer, the manufacturer's authorization certificate in the format given in the bidding document.

(vii) Non-conviction certificate / an affidavit duly notarized.

14.2 (i) The bidder shall furnish Balance Sheet for any three of the last four consecutive financial years as evidence that he has financial capability to perform the contract.

(ii) The bidder shall furnish documentary evidence about technical and production/trade capability necessary to perform the contract.

14.3 In order to enable the Purchaser to assess the proven ness of the system offered, the bidder

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

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

Or

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

Or

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

15. DOCUMENTS ESTABLISHING BIDDER'S QUALIFICATION

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

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

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

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

(i) The manufacturer furnishes authorization

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

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

c) The bidder should furnish the information on past supplies and satisfactory performance for 15.2 (a) or (b) above as the case may be, in the proforma given under Section VI, Form No. 7.

d) Bidders shall invariably furnish documentary evidence in support of the satisfactory operation of the equipment (issued from the end user) as specified above.

e) The bidder should clearly confirm that all the facilities exist in his factory for inspection and testing and these will be made available to the Purchaser or his representative for inspection.

f) The Bidder shall furnish data to support that he has the financial and production capacity to perform the contract and complete the supplies within the stipulated delivery period.

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

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

16. DOCUMENTS ESTABLISHING GOODS CONFORMITY TO BIDDING DOCUMENTS

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

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

(a) a detailed description of the essential technical and performance characteristics of the goods ;
(b) a list giving full particulars, including available sources and current prices, of spares parts, special tools ,etc. necessary for proper and continuing functioning of the goods for a period of three years, following commencement of the use of goods by the purchaser, and

(c) an item-by-item commentary on the Purchaser's Technical Specifications, demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.

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

17. EARNEST MONEY DEPOSIT (EMD)

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

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

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

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

(ii) Bank Draft/BG issued to cover the requirement of EMD that should be issued from Nationalized Bank/Scheduled Bank **on or after 14th August 2015.**
(iii) The BG/Bank Draft should be submitted in the technical bids in a separate cover. The cover should be subscribed as **"EMD for tender no. BMSICL/2015-16/ME-029".**

(iv) In case where the document of Earnest Money Deposit (EMD) is not submitted in the manner prescribed above, the commercial, technical offers SHALL NOT BE OPENED AND THE BID SHALL BE REJECTED.

17.4 A bid not secured in accordance with para 17.1, and 17.3 shall be rejected by the Purchaser being non-responsive at the bid opening stage and returned to the bidder unopened.

17.5 The Earnest Money Deposit (EMD) of the unsuccessful bidder will be discharged/returned as promptly as possible, but after finalization of tender. No interest will be paid against EMD and or performance security deposited by the bidders and no presentation will be allowed in this case.

17.6 The successful bidder's Earnest Money Deposit (EMD) will be discharged upon the bidder's acceptance of the advance purchase order satisfactorily in accordance with GCC Clause 5 and furnishing the performance security.

17.7 The Earnest Money Deposit (EMD) may be forfeited :

(a) If the bidder withdraws his bid during the period of bid validity as specified in this bidding document

(b) In the case of successful bidder, if the bidder fails:

(i) To sign the contract in accordance with ITB Clause 29 or

(ii) To furnish performance security in accordance with GCC Clause 5.

18. PERIOD OF VALIDITY OF BIDS

18.1 Bid shall remain valid for **180 days** from the date of opening of bids prescribed by the purchaser pursuant to ITB Clause 24.1. A bid valid for a shorter period shall be rejected by the purchaser being non-responsive.

18.2 In exceptional circumstances, the purchaser may request the consent of the bidder for an extension to the period of bid validity. The request and the response there to shall be made in writing. The Earnest Money Deposit (EMD) provided under ITB Clause 17 shall also be suitably extended. The bidder may refuse the request without forfeiting his Earnest Money Deposit (EMD). A bidder accepting the request and granting extension will not be permitted to modify his bid.

19. PREPARATION OF BID

19.1 The Bid shall be submitted online and in physical form in parts / covers as mentioned below:-

(i) Tender Fee, EMD (Both Online & Physical).
(ii) Tender Processing Fee (Only Online)
(iii)Technical Bid (Both Online & Physical)
(iv) Price Bid (Only Online).

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

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

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

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

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

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

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

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

D. SUBMISSION OF TENDERS

20. Method of Bids submission

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

(b) Technical bid should contain the clause by clause compliance statement for the quoted goods vis-à-vis the technical specifications in the tender enquiry in addition to other required document as mentioned in TE Document.
(c) Technical bid should contain the brochure, catalogue of offered/ quoted items which should reasonably explain in detail about the quoted items & it should also confirm the clause –by-clause compliance of technical specification as asked in TE Document and other technical details incorporated by the purchaser in the TE documents to establish technical responsiveness of the goods and services offered in its tender.
(d) In case there is any variation and/or deviation between the goods & services prescribed by the purchaser and that offered by the tenderer, the tenderer shall list out the same in a chart form without ambiguity and provide the same along with its tender.
(e) If a tenderer furnishes wrong and/or misguiding data, statement(s) etc. about technical acceptability of the goods and services offered by it, its tender will be liable to be ignored and rejected in addition to other remedies available to the purchaser in this regard.

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

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

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

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

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

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

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

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

(b) The Physical form of tender shall be delivered up **to 14th September 2015 by 13.00 Hrs** to Bihar Medical Services & Infrastructure Corporation Ltd., 5th Floor, BiscomaunBhavan, Gandhi Maidan, Patna, if delivered elsewhere will be rejected.

(c) Venue of bid opening**: 14th September 2015**at 15.00 hrs on the website of www.eproc.bihar.gov.in at BMSICL, Patna**,** If due to administrative reason, the venue of Bid opening is changed, it will be displayed prominently on the notice board of the Purchaser's office/at the Website address …https://www.eproc.bihar.gov.in.

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

21. DEADLINE FOR SUBMISSION OF BIDS

21.1 Bids must be received by the Purchaser at the address and up to the due date and time specified under ITB Clause 20.2.

21.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents in accordance with clause 6 in which case all rights and obligations of the purchaser and bidders previously subject to the deadline will thereafter be subjected to the deadline as extended.

22. LATE BIDS

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

23. **MODIFICATION AND WITHDRAWAL OF BIDS**

23.1 No bid may be modified subsequent to the deadline for submission of bids. The bidder may modify or withdraw its bid after submission, provided that written notice of the modification or withdrawal is received by the purchaser prior to the deadline prescribed for submission of bids along with a written power of attorney authorizing the signatory of the withdrawal.

23.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched as required in the case of bid submission in accordance with the provision of ITB Clause 20. A withdrawal notice may also be sent by FAX/ e-mail but followed by a signed confirmation copy by

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

23.3 Bids requested to be withdrawn in accordance with ITB Clause 23.1 above, shall be returned unopened to the Bidders.

23.4 No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified in ITB Clause 18. Withdrawal of a bid during this interval may result in the forfeiture of the Bidder's Earnest Money Deposit (EMD), pursuant to ITB Clause 17.7

E. BID OPENING AND EVALUATION

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, bids without Tender Fee, EMD (except in case where exemption of EMD has been requested in pursuant to Special condition of Contract) & for such rejected bid no further evaluation will be done .

24.4 The price bids of bidders whose Technical bids are found technically responsive and comply with the bid documents will only be considered for financial evaluation. The date of opening of financial bids shall be communicated to such bidders, whose Technical bids are found technically responsive. The bidder's representative may be present at the time of opening of price bid at the pre-appointed time, date and venue.

24.5 The date fixed for opening of bids, if subsequently declared as holiday by the Government, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

25. CLARIFICATION OF BIDS

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

26. PRELIMINARY EVALUATION

26.1 Purchaser shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order. Bids from representatives, without proper Authorization from the manufacturer as per Section VI, shall be treated as non-responsive

26.2 Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the purchaser. If there is a discrepancy

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

26.3 Prior to the detailed evaluation pursuant to ITB Clause 27, the Purchaser will determine the substantial responsiveness of each bid to the Bid Document. For purposes of these clauses, a substantially responsive bid is one which confirms to all the terms and conditions of the Bid Documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security (GCC clause 5) , Warranty (GCC clause 14), Force Majeure (GCC clause 21), Applicable Law (GCC clause 28) and Taxes and duties (GCC clause 30) along with deviation in Technical Specifications will be deemed as material deviation. The purchaser's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

26.4 A bid, determined as substantially non-responsive will be rejected by the purchaser and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.

26.5 The Purchaser may waive any minor infirmity or non-conformity or irregularity in a bid which doesn't constitute a material deviation, provided such waiver doesn't prejudice or affect the relative ranking of any bidder.

27. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS

27.1 **Please note in the event of financial bid opening, due to provisions/ compulsion of e-tendering system if complete quoted product list of financial bid of a bidder is opened then only those financial bid of quoted product shall be considered of whose technical bid has been found eligible by the Technical Evaluation Committee.** The Purchaser shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to ITB Clause 26.

27.2 The 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;

27.3 Pursuant to ITB clause 27.2 the following evaluation methods will be applied:

(a) **Inland transportation, ex-factory/ from port-of-entry, insurance and incidentals**.

(i) Inland transportation, insurance and other incidentals, for delivery of goods to the Project site as stated in ITB clause 13.2. These costs will be added to bid price.

(b) Deviation in Payment Schedule:

(a) The General Conditions of Contract clause 15 indicate the payment schedule offered by the ***Purchaser***. If a bid deviates from the schedule and if such deviation is considered acceptable to the ***Purchaser***, the bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the bid as compared to those stipulated in this invitation at a rate of 12% per annum.

(b) Spare parts and after sales service facilities in India:

The cost of the ***Purchaser*** of establishing the minimum service facilities and parts inventories, as outlined elsewhere in the bid invitation, if quoted separately, shall be added to the bid price.

(c) Comprehensive Annual Maintenance Contract (CAMC):

(i) The Purchaser desires to have **separately** comprehensive maintenance charges for a period of 7 years after the expiry of free maintenance period, clearly indicating year wise

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

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

(d) **Spares:**

(i) The supplier shall be required to provide a list and rates of spare parts recommended for maintenance for three years after the end of Guarantee period of three years. The purchaser may elect to purchase the recommended spares from the supplier at any time including at the end of warranty/ AMC, provided that such purchase shall not relieve the supplier from any warranty/ AMC obligations under the contract.

(ii) The cost of spares quoted by bidder will not be used at arrive at finalization.

(iii) In the event of termination of production of the equipment/ spare parts, the supplier shall notify the purchaser at least two years in advance of the impending termination to enable the purchaser to procure life time spares. The supplier shall also provide at his own cost to the purchaser, the blue print drawings and specifications of spare parts if and when

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

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

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

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

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

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

28. CONTACTING THE PURCHASER

28.1 Subject to ITB Clause 25, no bidder shall try to influence the Purchaser on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.

28.2 Any effort by a bidder to modify his bid or influence the purchaser in the purchaser's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

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 Clause 15 & 16 and the information submitted by the bidder in the proforma for performance statement for the period of last three years given in Sec VI as well as other information the Purchaser deems necessary and appropriate.

29.2 An affirmative post-qualification determination will be a prerequisite for award of the contract to the lowest evaluated Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Purchaser will proceed to the next-lowest evaluated Bidder to make a similar determination of that Bidder's capabilities to perform satisfactorily.

30. AWARD CRITERIA

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

31. PURCHASER'S RIGHT TO VARY QUANTITIES

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

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

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

33. ISSUE OF NOTIFICATION OF AWARD

33.1 The issue of Notification of Award shall constitute the intention of the Purchaser to enter into contract with the bidder.

33.2 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing by registered letter or by cable, to be subsequently confirmed in writing by registered letter, that its bid has been accepted

33.3 The bidder shall within 15 days of issue of the Notification of Award, give his acceptance along with performance security in conformity with Section VI provided with the bid document.

34. SIGNING OF CONTRACT

34.1 The issue of Notification of Award shall constitute the award of contract on the bidder.

34.2 Promptly after the Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser will send the Bidder the Contract Form provided in the Bidding Documents, incorporating all agreements between the parties.

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

35. PERFORMANCE SECURITY

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

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

36 GENERAL GUIDELINES FOR THE SUBMISSION OF E-TENDER

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

a) Registration of Tenderers: Any tenderer willing to take part in the process of e-Tendering will have tobe enrolled & registered with the Government e- Procurement system, through logging on to https://eprocbihar.gov.in. The prospective Tenderer is to click on the link for e-Tendering site as given on the web portal.

b) Digital Signature certificate (DSC): Each Tenderer is required to obtain a class-II or Class-III Digital Signature Certificate (DSC) from NIC for submission of tenders, from the approved service provider of the National Information's Centre (NIC) on payment of requisite amount.

c) The Tenderer can search & download NIT & Tender Documents electronically from computer once he logs on to the website using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.

d) Submission of Tenders: General process of submission, Tenders are to be submitted through online to the website at a time for each work, one in technical Proposal & the other is Financial Proposal before the prescribed date &time using the Digital Signature Certificate (DSC) the documents are to be uploaded virus scanned copy duly Digitally Signed. The documents will get encrypted (transformed into non readable formats).

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

SECTION II- GENERAL CONDITIONS OF CONTRACT

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SECTION II

GENERAL CONDITIONS OF CONTRACT

12. DEFINITIONS

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

(a) **"The Purchaser"** means the Bihar Medical Services and Infrastructure Corporation Limited (BMSICL), the organization purchasing the Goods.

(b) **"The Bidder" means** the individual or firm who participates in the tender and submits its bid.

(c) **"Days" means** calendar days.

(d) **"GCC" means** Conditions of Contract.

(e) **"The Supplier"** means the individual or firm supplying the goods and Services under the contract.

(f) **"The Goods"** means all equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the contract.

(g) **"Services"** means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Supplier covered under the Contract.

(h) **"End User" means** the consignees stated in the Schedule of Requirements.

(i) **"The Notification of Award"** means the intention of the Purchaser to place the Purchase order on the bidder or to enter in to contract with the bidder.

(j) **"The Contract"** means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all the attachments and the appendices thereto and all documents incorporated by reference therein.

(k) **"The Contract Price"** means the price payable to the Supplier under the contract for the full and proper performance of its contractual obligations.

(l) **"Validation"** is a process of testing the equipment as per the specifications including requirements for use in hospital is carried out in simulated field environment.

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

2. STANDARDS

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

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

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

3.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

3.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document except for purposes of performing the Contract.

3.3 Any document, other than the Contract itself, enumerated in GCC Sub-Clause 3.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

3.4 The Supplier shall permit the Purchaser to inspect the Supplier's accounts and records relating to the performance of the Contract and to have them audited by auditors appointed by the Purchaser, if so required.

4. PATENT RIGHTS

The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the goods or any part thereof in India.

5. PERFORMANCE SECURITY

5.1 The supplier shall furnish performance security to the purchaser for an amount equal to 10% of the value of purchase order within 15 **days** from the date of issue of Notification of Award by the Purchaser.

5.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.

5.3 The performance security denominate in Indian Rupees shall be in the form of Bank Guarantee/Demand draft issued by a Scheduled/Nationalized Bank. The performance security should be valid for the period beyond one hundred eighty (180) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty/ shelf Life Duration obligations

5.4 The performance security will be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations.

6. INSPECTION AND TESTS

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

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

6.2 Should any inspected or tested goods fail to conform to the specifications the purchaser may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet Specification requirements free of cost to the purchaser.

6.3 Notwithstanding the pre-supply tests and inspections prescribed in GCC Clause 6.1 & 6.2 above, the items /goods and accessories (if any) on receipt in the Purchaser's premises will also be tested during actual but before "take over" and if any equipment/ items /goods or part thereof is found defective, the same shall be replaced free of all cost to the purchaser as laid down in GCC Clause 6.4 below.

6.4 If any goods/ material or any part thereof, before it is taken over under GCC Clause 6.5, is found defective or fails to fulfill the requirements of the contract, the inspector shall give the Supplier notice setting forth details of such defects or failure and the supplier shall make the defective item good, or alter the same to make it comply with the requirements of the contract forthwith and in any case within a period not exceeding three months of the initial report. These replacements shall be made by the supplier free of all charges at site. Should it fail to do so within this time, the purchaser reserves the discretion to reject and replace at the cost of the supplier the whole or any portion of items/ goods as the case may be, which is defective or fails to fulfill the requirements of the contract. The cost of any such replacement made by the purchaser shall be deducted from the amount payable to the supplier.

6.5 When the performance tests called for have been successfully carried out, the inspector / ultimate consignee will forthwith issue a Taking over Certificate. The inspector /ultimate consignee shall not delay the issue of any "taking Over Certificate " contemplated by this clause on account of minor defects in the items /goods which do not materially affect the commercial / actual/intended use thereof provided that the supplier shall undertake to make good the same in a time period not exceeding two months. The Taking Over Certificate shall be issued by the ultimate consignee within six weeks of successful completion of tests. In this case, a Consignee Receipt Certificate issued by the consignee as per the Format given in Section VI shall be equivalent to "Taking Over Certificate", issuance of which shall certify receipt of goods in safe and sound condition. However, they shall not discharge the supplier of their warranty/ Shelf life obligation. The Consignee Receipt Certificate in respect of last consignment against the Contract will be equivalent to "Taking Over Certificate".

6.6 Nothing in GCC Clause 6 shall in any way release the Supplier from any warranty or other obligations under this contract.

7. 1 **PACKING**

The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt, and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

7.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional

requirements, if any, specified in SCC and in any subsequent instructions ordered by the purchaser.

7.3 Packing Instruction: The supplier will be required to mark separate packages for each consignee. Each package will be marked on three sides with proper paint/indelible ink, the following:

i. Purchaser:
ii. Contract No.
iii. Supplier Name
iv. Packing List reference Number

8. DELIVERY AND DOCUMENTS

8.1 Upon or before delivery of the Goods, the Supplier shall notify the Purchaser in writing and deliver the following documents to the Purchaser:

(i) Three originals and two copies of the Supplier's invoice, showing Purchaser, the Contract number, Goods' description, quantity, unit price, and total amount. Invoices must be signed in original and stamped or sealed with the company stamp/seal;

(ii) Three copies of delivery note, railway consignment note, road consignment note, truck or air waybill, or multi-modal transport document showing Purchaser as Bihar Medical Services and Infrastructure Corporation Limited *[enter correct name of Purchaser for excise purposes]* and delivery through to final destination as stated in the Contract;

(iii) Copy of the Insurance Certificate, showing the Purchaser as the beneficiary;

(iv) Three copies of the packing list identifying contents of each package;

(v) One original of the manufacturer's or Supplier' s Warranty certificate covering all items supplied;

(vi) Original copy of the Certificate of Inspection furnished to Supplier by the nominated inspection agency;

(vii) Other procurement-specific documents required for delivery/payment purposes.

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

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

8.2 The actual delivery schedule will be given in Schedule of Requirement and / Notification of Award/ supply order. The delivery of the goods and documents shall be completed within 45 days from the date of issue of supply order.

8.3 All Technical assistance for installation, commissioning and monitoring of the equipment shall be provided by the Supplier at no extra cost during laboratory evaluation, validation/ type approval and field trial, if any.

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

9. TRAINING

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

10. INCIDENTAL SERVICES

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

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

11. SPARES

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

(a) Such spare parts as the purchaser may elect to purchase from the supplier provided that such purchase shall not relieve the supplier of any warranty obligation under the contract.

(b) In the event of termination of production of the spare parts, the supplier shall:

i) give advance notification to the purchaser pending termination (not less than 2 years), in sufficient time to enable the purchaser to procure life time spare; and

ii) Following such advance intimation of termination, furnish at no cost to the purchaser, the blue prints, drawings and specifications of spare parts, if and when requested.

12. INSURANCE

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

13. TRANSPORTATION

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

14. WARRANTY/ SHELF LIFE

14.1 The supplier shall warrant that the goods to be supplied shall be new and free from all defects and faults in materials used, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full conformity with the specifications and drawings. The supplier shall be responsible for any defect that may develop under the conditions provided by the contract and under proper use, arising from faulty material, design or workmanship such as corrosion of the equipment, inadequate quantity of material to meet equipment requirements, inadequate contact protection, deficiencies in circuit design and/or otherwise and shall remedy such defects at his own cost when called upon to do so by the Purchaser who shall state in writing in what respect the stores are faulty. This warranty shall survive inspection or payment for / and acceptance of goods, but shall expire (except in respect of complaints notified prior to such date) three years after the goods have been taken over under GCC Clause 6.5 above.

14.2 This warranty shall remain valid for three years after the goods or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract.

14.3 If it becomes necessary for the Supplier to replace or renew any defective portion(s) of the equipment under this clause, the provisions of the GCC Clause 14.1 shall apply to the portion(s) of the equipment so replaced or renewed or until the end of the above mentioned period of three years, whichever may be later. If any defect is not remedied by the supplier within a reasonable time, the Purchaser may proceed to get the defects remedied from other supplier etc., at the supplier's risk and expenses, but without prejudice to any other rights which the purchaser may have against the supplier in respect of such defects.

14.4 Replacement under warranty clause shall be made by the supplier free of all charges at site including freight, insurance and other incidental charges.

14.5 a. No conditional warranty will be acceptable.

b. Warranty as well as Comprehensive Maintenance contract will be inclusive of all Accessories and Turnkey work and it will also cover the following wherever applicable:-

Any kind of motor.
Plastic & Glass Parts against any manufacturing defects.
All kind of sensors.
All kind of coils, probes and transducers.
Printers and imagers including laser and thermal printers with all parts.
UPS including the replacement of batteries.
Air-conditioners

c. Replacement and repair will be under taken for the defective goods.

d. Proper marking has to be made for all spares for identification like printing of installation and repair dates.

14.6 In case of any claim arising out of this warranty, the Purchaser/Consignee shall promptly notify the same in writing and /e- mail to the supplier.

14.7 Upon receipt of such notice, the supplier shall, within 72 hours on a 24(hrs) X 7 (days) X 365 (days) basis respond to take action to repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced parts/goods thereafter. The penalty clause for non-rectification will be applicable as

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

14.8 The Purchaser/Consignee reserve the rights to enter into Annual Maintenance Contract / Comprehensive Maintenance Contract between Consignee and the Supplier for the period as mentioned in TE document.

14.9 The supplier along with its Indian Agent and the CMC provider shall ensure continued supply of the spare parts for the machines and equipments supplied by them to the purchaser for 10 years from the date of installation and handing over.

14.10 The Supplier along with its Indian Agent and the CMC Provider shall always accord most favoured client status to the Purchaser vis-à-vis it's other Clients/Purchasers of its equipments /machines/goods etc. and shall always give the most competitive price for its machines /equipments supplied to the Purchaser/Consignee.

15. PAYMENT TERMS

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

15.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 8, and upon fulfillment of other obligations stipulated in the Contract.

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

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

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

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

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

a) No advance payment is payable.

b) 90% payment will be made against supply item at the respective sites against certification from the consignee in the format provided in schedule VI and after verification of installation / supply by purchaser (BMSICL, Patna.) or its nominated agency/person.

c) The Balance 10% payment will be released after confirmation of submitted performance bank guarantee.

16. PRICES

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

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

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

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

17. CHANGE ORDERS

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

(a) drawings, designs or specifications, where Goods to be supplied under the contract are to be specifically manufactured for the Purchaser;

(b) the method of transportation or packing;

(c) the place of delivery; or

(d) the services to be provided by the supplier.

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

18. SUBCONTRACTS

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

19. DELAYS IN THE SUPPLIER'S PERFORMANCE

19.1 Delivery of the Goods and performance of the services shall be made by the Supplier in accordance with the time schedule specified by the purchaser in its purchase order. In case the supply is not completed in the stipulated delivery period, as indicated in the Purchase Order, purchaser reserves the right either to short close/cancel this purchase order and/or recover liquidated damage charges. The cancellation/short closing of the order shall be at the risk and responsibility of the supplier and purchaser reserves the right to purchase balance unsupplied item at the risk and cost of the defaulting vendors.

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

19.3 If at any time during the performance of the contract, the supplier encounters condition 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, it's likely duration and its cause(s). As soon

as practicable after receipt of the supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the period for performance of the contract (by not more than 20 weeks) subject to furnishing of additional performance security by the supplier @ 5% of the total value of the Purchase Order.

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

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

20 **LIQUIDATED DAMAGES**

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

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

21. FORCE MAJEURE

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

21.2 Provided, also that if the contract is terminated under this clause, the Purchaser shall be at liberty to take over from the Supplier at a price to be fixed by the purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture which may be in possession of the Supplier at the time of such termination or such portion thereof as the purchaser may deem fit, except such materials, bought out components and stores as the Supplier may 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 Clause22.1. the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the supplier shall be liable to the Purchaser for any excess cost for such similar goods. However the supplier shall continue the performance of the contract to the extent not terminated.

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

23. TERMINATION FOR INSOLVENCY

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

24. TERMINATION FOR CONVENIENCE

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

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

(a) to have any portion completed and delivered at the Contract terms and prices; and/or.

(b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

25. SETTLEMENT OF DISPUTES

25.1 If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

25.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

25.2.1 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

25.2.2 The dispute resolution mechanism to be applied shall be as follows:

(a) In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The arbitral tribunal shall consist of 3 arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Medical Council of India.

(b) Where the value of the contract is Rs.1 crore and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties; failing such agreement, by the Medical Council of India.

(c) In case of Dispute with a foreign supplier, the dispute shall be settled in accordance with provision of UNCITRAL (United Nations Commission on International Trade Law) Arbitration Rules. The Arbitral Tribunal shall consist of 3 Arbitrators one each to be appointed by the Purchaser and the Supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties and shall act as presiding arbitrator. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the Medical Council of India.

(d) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause (a) and (c) above, within 30 days after receipt of the notice of the appointment of its arbitrator by the other party, then the Medical Council of India, both in cases of the Foreign supplier as well as Indian supplier, shall appoint the arbitrator. A certified copy of the order of the Medical Council of India making such an appointment shall be furnished to each of the parties.

(e) The venue of Arbitration shall be the place from where the contract is issued i.e Patna, and the language of the arbitration proceedings and that of all councils and communications between the parties shall be English.

(f) The decision of the majority of arbitrators shall be final and binding upon parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the

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

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

25.3 Notwithstanding any reference to arbitration herein,

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

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

26. LIMITATION OF LIABILITY

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

(a) the Supplier shall not be liable to the Purchaser, whether in contract, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective items/goods

27. GOVERNING LANGUAGE

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

28. **APPLICABLE LAW**

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

29. NOTICES

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

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

30. Taxes and Duties

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

SECTION III- SPECIAL CONDITIONS OF CONTRACT

SPECIAL CONDITIONS OF CONTRACT

1. The special conditions of contract shall supplement the ' **Instructions to the Bidders**' as contained in Section I & " **General Conditions of the Contract**" as contained in Section II and wherever there is a conflict, the provisions herein shall prevail over those in Section I and Section II.

2. No Exemption from payment of EMD is permitted except in case of manufacturer located in Bihar will be guided by the Sankalp no. 675 (1) dated 09/09/2013 of Govt. of Bihar for the technical qualification of EMD and security deposit. Copy of the said Sankalp may be seen on the website of BMSICL, i.e. www.bmsicl.gov.in. No exemption in tender fee will be allowed in any case.

3. **Rate Contract:** The tender is also a 'Rate Contract'. The bidders are expected to quote their best rates for the equipment. The rates quoted by the bidder shall remain valid for two year from the date of signing of contract and the bidder will have the option to extend the period of price firmness for a further period of one year ,as mutually agreed by BMSICL & Bidder, hereby referred as minimum firmness period (after successful completion of two years of price firmness contract) during which BMSICL or any of the user Institutions under the Government of Bihar, may place order for the supply and installation of same equipment procured under this tender. If the tender inviting authority/user institutions choose to place the orders for supply, installation and commissioning, the successful bidder is bound to supply the same make/model of the equipment at the same rate and same terms and conditions of this tender to such agencies/institutions, placing the repeat order. The rate contractors can withdraw at any point of time, after the minimum price firmness period, but not after accepting the Letter of Intent or entering into Agreement with BMSICL or any other user Institution under the Government for the Quantity for which it has entered into Agreement with BMSICL/User Institutions during the minimum price firmness period. BMSICL/User Institutions can also withdraw from rate at any point of time after minimum price firmness periods, but not after entering into Agreement with the rate contractor for the Quantity for which the Contract is already signed by both parties.

4. The tender will be processed through E –tender mode only , So tender should be submitted in following manner:-
    a. Tender fee & EMD fee. – Both Online & physical form
    b. Technical Bid – Both Online & physical form.
    c. Price Bid - Online Only.

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

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

SECTION IV- SCHEDULE OF REQUIREMENTS & CONSIGNEE LIST

SCHEDULE OF REQUIREMENTS

Schedule No.	Brief Description of Goods and Services	Qty./No.	Delivery Schedule (in days)	Earnest Money Deposit (EMD) in Indian Rupees
1	CTG Machine	-	45	5,000/-
2	Digital Video Colposcope	-	45	5,000/-
3	Boyle's Machine	-	45	10,000/-
4	C-Arm Machine	-	45	30,000/-
5	C-Arm compatible OT Table	-	45	30,000/-
6	TURP Set	-	45	50,000/-
7	Spirometer (Computerized)	-	45	5,000/-
8	Suction Machine	-	45	5,000/-
9	Band Saw	-	45	5,000/-
10	Odour Control System	-	45	5,000/-
11	A-Scan	-	45	5,000/-
12	Auto Refractometer with Keratometer	-	45	5,000/-
13	B-Scan	-	45	5,000/-
14	Non- Contact Tonometer	-	45	5,000/-
15	Audiometer	-	45	5,000/-
16	Crash Cart	-	45	5,000/-
17	Hydraulic OT Table	-	45	5,000/-
18	Laproscopy Machine Set	-	45	50,000/-
19	Nerve Locator	-	45	5,000/-
20	Semi Auto Biochemistry Analyser	-	45	5,000/-
21	ABG Analyser Machine	--	45	7,000/-
22	ABG with Electrolyte	-	45	7,000/-
23	Lithotripter	--	45	70,000/-
24	Pulse Oxymeter	-	45	5,000/-
25	Wheel Chair	-	45	5,000/-
26	IV Stand	-	45	5,000/-
27	Laminar Air Flow	-	45	5,000/-
28	Diathermy Surgical	-	45	10,000/-
29	Digital Physiograph 3 Channel with TFT	-	45	10,000/-
30	ENT Operating Microscope	-	45	60,000/-
31	EEG Machine	-	45	15,000/-
32	Semi Folower Bed	-	45	5,000/-

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

Consignee list

Consignee detail will be provided after finalization of rate contract.

SECTION V: TECHNICAL SPECIFICATIONS

Technical specifications for CTG Machine

1. Fetal Monitor for recording and analyzing the Fetal Heart Rate (FHR) on beat- to beat basis.
2. Toco and maternally sensed fetal movements, both manually and automatically detected.
3. Should have facility of twin monitoring.
4. Graph on thermal printer with the machine, only thermal paper is required.
5. Display of FHR up to Twins FHR1 & FHR2 & TOCO on 10" or more TFT/LCD display.
6. Uterine contractions alarm. Alarm delay facility, so that alarm is available only if the alarming condition is persistent for preset time. TFT/ LCD panel with ON-LINE user friendly alarm and patient data.
7. Actual FHR in BPM.
8. Blinking corresponding to each Beat.
9. UA in % Alarm massage display High/ Low FHR limits.
10. Patient ID no. Memory Backup/ Graphical or Tabular trend for minimum 24 hours with fast printing facility. Feather touch key operated volume control.
11. In-built /separate acoustic stimulator with a separate marker on the graph for acoustic stimulators.
12. Ultrasound transducer should be multi crystal wide beam pulsed Doppler with frequency of 1MHz.
13. Fetal Heart Rate: measurement Range: 50-220 BPM.
14. Signal processing: Auto Correlation.
15. External Toco transducer which should be a sealed waterproof unit. Guard ring designed to reduce maternal respiration artifact. Measurement Range: 0-100 Units.
16. Event Marker-Hand held, patient operated as well as front panel operated. Voltage- 230 V AC ± 10%, 50 Hz.
17. Unit should be designed as per IEC -601-1 (certificate to be submitted)
18. Unit should be CE certified and from ISO 9001:2008/ISO 13485 certified manufacturers.
19. Firm should mention all the pre-installation requirements in technical bid.
20. The company should mention the make & model name/number of the quoted equipment and submit the technical brochure of the quoted model in the technical bid along with compliance sheet as per technical specifications.
21. User manual with trouble shooting guidelines should be provided by supplier.
22. Should be supplied with the following accessories at the time of installation- Transducer belt, Belt buckles, Main cables, interconnecting cables, ultrasound gel bottles (10 no.).
23. Rates of consumables like Battery: thermal paper, gel bottle should be provided by bidder in price bid.

Digital Video Colposcope

- Must have High Definition (HD) video output.
- Should have Full HD- 1920 x 1080 HD output.
- Should have CCD sensor- 1/3 type CMOS with high speed Digital Signal Processing.
- Should have aspect ratio of 16:9 (HD).
- The video colposcope must have magnification from min.1x to max. 26 x.
- Should have 3-Video output + USB output:
- Full H. D: Digital: DVI – 1920 X 1080, 2. S-video, 3. Composite Video (BNC).
- Magnification Indicator and real time clock facility on screen LED based inbuilt light source with life span of minimum 20000 hrs. With facility to vary the LED light intensity, if required.
- Facility for fast focusing, zooming, image freeze using thumb on the hand held unit itself.
- Multi-function Image processing software with Imported Footswitch & Imported Capture Card for Laptop/Desktop. Image capture should be through panel of Colposcope Direct in Computer.
- Colposcopy REID Evaluation
- Facility for Image capture & Freeze, Recording, Observation, processing, Saving and Printout.
- Acetic test timer and magnification indicator should be displayed on screen.
- There must be Electronic Green Filter in the hand-held unit without decrease in illumination.
- Control panel should have feather touch and water proof buttons
- Facility for Fast auto/manual focusing
- Internal Image freeze function facility.
- It should be equipped with Gamma Processor to enhance vascular structure Manufacturer should be ISO 13485 medical device manufacturer or CE or US FDA certified.
- Desktop computer flat screen with latest processor and color laser printer

Spare parts:

1. Should be FDA or CE, UL or BIS approved product

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

3. The bidder should enclose the original product data sheet, brochure and compliance sheet, without which the bid will be rejected. Computer generated datasheet and brochure will not be accepted.

Boyle's Machine

Configured Anaesthesia Workstation should be supplied with Basic Anaesthesia Delivery system, Circle system, Anaesthesia Ventilator and 2 nos Agent specific Vaporizers. Should have the following features.

1. **Anaesthesia Delivery System**

• System should be 3 gas machine comprising of O2, N20 and Air as emergency backup gas.

• Should be constructed of Stainless Steel frame body.

• Complete system to be made of rust proof material and components

• Should have at least one drawer unit with Work Tray and Top Tray.

• Should have Colour coded ring indexed pipeline connections

• Should have Pin indexed yoke for two O2 & one N20 cylinder mounting.

• Should have O2 driven Anti Hypoxic Device with lever mechanism to prevent Oxygen concentration of less than 25%.

• Should have Three tube Rotameter for O2, N20 and Air with fluorescence back sheet.

• Should have at least 2No. Seletatec mount assembly.

• Should have Non-Return Valve on Back Bar.

• Should have Patient Block with 22m / 15fmm Common gas outlet.

• Should have Emergency O2 flush button.

• Should have Patient safety blow off valve set at 50 cm of H20.

• Should have Pneumatic Oxygen failure audio and visual alarm with N20 cut-off mechanism.

• Should have 2 litre O2 reservoir storage backup.

• Should have an Auxiliary O2 Outlet with flow meter for direct patient application.

• Should have an Auxiliary 02 outlet for driving Ventilator.

2. CIRCLE ABSORBER:

• Should be supplied with 2Kg dual Canister type Circle system.

• The Circle absorber should have Vent to Manual and APL valve built into it

3. ANESTHESIA VENTILATOR:

• It should be gas driven pneumatic System and electronically controlled.

• The system should be applicable to Adult/Paediatric and Infants by only changing the bellow.

• It should be Pressure Control Ventilator with Volume limit function.

• The Ventilator should either be driven by Oxygen or compressed Air.

• Should have a LCD panel to display Pressure Vs Time waveform, Insp. Time, Exp. Time, IE Ratio and Breath Rate.

• It should have Real time Bar graph for Airway pressure monitoring.

• Should have alarm settings for Power supply failure, Gas supply failure and Patient disconnect.

• It should work on AC and Inbuilt rechargeable battery power source.

- The battery backup should be for a minimum of 3 hours on full charge.
- The system control range should be
  - o IE Ratio: 1:05 to 1:9
  - o Breath Rate: 3 to 99bpm
  - o Tidal Volume: 25ml to 1300ml with limit lock screw on the bellow canister.
  - o Inspiratory pressure: 2 to 60 cm H2O
- Should have optional Paediatric Canister.
- Should have facility to add additional 2 drawers.
- Should be made at an ISO 13485 certified facility.
- Local manufacturers will be preferred.

4. **ANESTHESIA VAPORIZERS:**

- Should be Selectatec compatible.
- The 2 nos. Vaporizers should be any of Halothane, Isotlurane or Sevot1urane.
- Should be calibration free for a minimum of 5 years.
- Should have window to monitor agent level.
- Should have interlocking mechanism built-in.
- Supplier should have in-house facility to service and calibrate vaporizers.

C-Arm Machine

Specification of High Frequency Mobile C-ARM IITV System

The system should have the below mentioned specifications:

1**. I.I.T.V. SYSTEM:**

a) The image intensifier should be of latest series

b) It should be of 9 inches triple field i.e. 9 inches / 6 inches / 4.5 inches

c) The centre resolution should be minimum 48lp/cm.

d) The circular grid should be fixed on the Image Intensifier (I.I.) to improve image quality.

2. C-ARM STAND:

a) It should be ruggedly built and should be of good design

b) It should have 2 separate steering for controlling back and front wheel movements

c) It should also have the below mentioned movements.

- Horizontal travel should be minimum 200 mm
- Orbital movement should be 115°
- Panning movement should be ±12.5°
- Focus to I.I distance should be 900 mm
- Vertical movement should motorized of 400 mm
- Focus to I.I Clearance should be 730 mm
- C-Arm rotation should be ±180º (Preferably ±360º)

3. CCD CAMERA:

a) The CCD camera should be at least ½ inch and of minimum illumination 0.3 lux; should be of internationally reputed make

- It should have resolution of at least 625lp/field

4. MONITORS:

a) Medical grade monitor 17 inches or more on trolley – 2 Nos.

b) The monitor trolley should be provided for mounting 2 monitors and should have 2 shelf for keeping memory and stabilizer.

5. GENERATOR:

a) It should be microprocessor controlled digital system with display.

b) It should be of high frequency with output of 3.5 KW and frequency of 40 KHz. (Preferably 100 KHz)

c) The KV should be from 40 to 110 KV.

d) The fluoroscopic mA should be from 0.3 to 3.0 mA or wider.

e) The system should have fluoroscopy mode like

– Manual flouro mode

– Pulsed fluoro mode with facility to select time interval between the pulses from 1 sec to 10 secs

– Auto Dose Rate Control in fluoroscopy mode by which either mA & KV should be set automatically as per the thickness of the organ.

– Manual KV selection during fluoroscopy also should be available.

– Boost fluoroscopy mode (optional) / High Definition Fluoroscopy

f) The digital fluoroscopic timer should be incorporated with arrangement of auto cut off of exposure after 300 secs.

g) The radiographic mAs range should be from 20 to 100 mAs or more

h) The X-ray tube should be dual focus stationary anode. The focal spot of the tube should be 1.5mm x 0.6mm and 1.5mm x 0.6 mm. It should have mono block / tube housing heat storage capacity of 200 KHU or more. It should also have inherent filtration of 0.7mm or more Al eq.

i) The system should have backlit LCD display of flouro mA, KV, timer & radiography mAs should be provided.

j) The reversal, image rotation, functions should be operatable either from control panel or with a remote control.

k) Memory functions like store recall/image transfer should be operatable from control panel as well as from memory unit.

l) There should be independent selection of mA and KV & mAs.

m) The control should have indicator for power, Overload, X-Ray & Tube heating

n) The system should be upgradable to latest functions

6. IMAGE MEMORY:

a) Digital Image Processing & Memory system.

b) It should have at least 100 permanent images storage capacity

c) It should have image integration function to reduce the image noise

d) Should be capable of copying images to Pen Drive through in-built USB port.

ESSENTIAL ACCESSORIES:

a) Detachable cassette holder for taking X-rays on 8 inches x 10 inches or 10 inches x 12 inches film

b) Lead aprons, Thyroid Shield, Lead Goggles (12 nos each)

c) Servo stabilizer -1 (compatible with the whole unit for the voltage range of 150 Volt-260 Volt)

7. The Generator, Tube, Image Intensifier of the equipment should have FDA / CE certification.

9. Should be AERB approved

C-Arm compatible OT Table

1. The table should be remote controlled electrically operated motorised OT table with battery backup system.

2. The Table should have at least four sections and table top should be radio lucent to permit X-RAY penetration and fluoroscopy of C-Arm.

3. The table should be designed for Orthopaedic, Urology, Endoscopic Retrograde Cholangiopancreatogram (ERCP) and also equipped with a translucent top for C- Arm use.

4. Table should have motorized surgical positions like raising, lowering, trendelenburg, reverse trendelenburg, lateral tilt, flex, re- flex & chair position etc. All positions operated through cabled remote switch.

5. Interchangeable head and leg sections.

6. Seamless moulded mattress should be radiolucent material and suitable for fluoroscopy.

7. Table should have zero levelling facility.

8. In built Kidney Bridge supplied complete with standard accessories and mattress.

9. The entire table should be made of stainless steel grade AISI 304 grade and other high quality materials.

10. Table provided with steel blocks and comes with other accessories including arm board, leg rest, mattress, shoulder support & one handle.

11. Heavy frame provided for fixing of gears on the sides of table which do not interfere with the movement of C-arm.

12. In addition to a single hand-held cabled remote switch, another set of soft keys should be fitted in the main cable, to negotiate any damage or occasional fault in the cabled remote switch. One set of foot switch should be there to attain various positions keeping the surgical teams hands unoccupied.

13. Horizontal sliding facility of the table top to gain total access for the C-Arm machine

14. A single touch Beach Chair Position for ease in various surgeries

15. Measurements (all dimensions are approximated to +/- 10% variations)

Top dimension	L 1905 X W 553 mm
Height adjustment	762 mm X 1012 mm
Trendelenburg / Reverse	30 deg/ 25 deg
Lateral tilt	20 deg / 20 deg
Kidney elevator	120 mm
Back Rest(up / down)	80 deg / 25 deg
Leg Rest(up / down)	15 deg/ 90 deg
Head Rest(up / down)	20 deg /60 deg

16. System Configuration Accessories, Spares and Consumables.

a. Padded arm rest with straps – pair with clamps

b. Anaesthesia screen with clamps

c. Side support: pair with clamps

d. Shoulder supports: Pair with clamps

e. Knee crutches: pair with clamps

f. X-ray cassette.

g. SS bowl with clamps.

h. Infusion rod with clamps.

i. Orthopaedic attachment: Lower limb, Hand surgery, Orthopaedic leg traction device, hand traction device, Spine frame.

j. Elevator: Neck & Shoulder.

17. Standard, Safety and Training

a. Should be US – FDA/CE/BIS approved product.

b. Manufacturer should be ISO certified for quality standards.

18. Should be able to carry patient weight at least 150 kg.

19. Documentation

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

b. Certificate of calibration and inspection. List of equipment available for providing calibration and routine Preventive Maintenance support as per manufacturer documentation in service / Technical manual.

c. 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.

TURP Set

Adult Cystoscope and Resectoscope for TURP

Cysstoscope Telescope:-

30 degree Telescope of size 4mm, length 30 cm (± 3cm)

Should have very high quality of rod lens system.

Should have fiber optic light transmission incorporated.

The Telescope should be autoclavable.

Cysstoscope sheath:-

Cystoscope sheath with leur lock connection of two different size should be provided.

20 FR and 17 FR sheath one each with slot for instrument.

The sheath should be marked and graduated.

Telescope bridge:-

Telescope Bridge with one instrument channel to fit with cytoscope.

Flexible grasping forcep:-

7 FR Grasping forcep to be provided to fit the purpose.

Flexible biopsy forcep:-

7 FR Biopsy forcep to be provide to fit the purpose.

Rigid Biopsy and Gasping forcep:-

Optical Rigid Biopsy forcep compatible with 20 FR cystoscope sheath to be provided.

Toomey syringe 100 CC:-

Toomey syringe of 100 cc with adapter to fit with sheath.

ELLIK Evacuator:-

ELLIK Evacuator with spare rubber bulb and adaptor to be provided.

Urethrotome Sheath

21 FR optical Urethrotom sheath with one channel to be provided

Cold knife:-

Straight cold knife 2 nos.

Resectoscope sheath:-

26 FR continuous irrigation resectoscope sheath with ceramic break to be provided to fit the purpose with set of silicon tube. Sheath should be provided with deflecting obturator.

Working Element set:-

Working Element set passive type with standard accessories like, Kollins knife, HF cord, Protection tube, cutting loop to be provided.

Cutting loop 24 FR:-

Cutting loop 24 FR, 12 nos.

HF cord:-

High Frequency cord, 2 Nos.

Halogen Light Source

250 Watts Halogen light source with two lamps. Changing lamp automatic in case of failure of first lamp. Should be IEC 60601-1 and CE marked.

Fiber Optic Cable:-

3.5 mm size, length 230 cm Fibre optic light cable is to be provided to fit the purpose.

Brief Case:-

Plastic good quality brief case with slot for instruments is to be provided for storage.

Endovision camera system:-

Single Chip Endoscopy Camera system with Digital Image Process module.

Image sensor - ½ "CCD chip

Pixels – 752(H) X 582(V)

Resolution – 450 Line Horizontal

AGC-Microprocessor based.

Minimum Sensitivity -3Lux (f-1.4mm)

Exposure Control -1/50 sec-1/10000 sec.

Should have Freezing function & Antomoire filter function.

Camera control unit should have accessories output to control external devices like video printer from the camera head buttons.

Programmable function Key on camera head for various functions like automatic white balance, gain control, brightness control etc.

Should have integrated focus control.

Should have digital zoom.

Should must have Integrated Optical Parafocal zoom lens 25-50mm.

Should have DV output and S-VHS and Composite video output.

Should have contrast enhancement and digital filter.

Should be certified IEC 601-1 and CE according to MDD.

Video Monitor

Video Monitor

19-20" TFT screen with pedestal.

Viewing angle of 170 deg. Vertical and brightness of 450 cd/m2

Should have resolution of 1280X1024.

Should take RGB, SDI and S-Video signals.

Electro Surgical Unit.

Electro surgical unit:

- Microcontroller based Digital Electrosurgical Cautery 300 Watts with Digital Display push Switch control provides consistent performance for general surgical procedures & delivers its optimum & Reliable power by using latest & Advance Technology, convenient for all surgical application.
- Unipolar as well as bipolar facility having operating frequency between 500-700 KHz.
- Must have Dual Mono-polar coagulation facility on the unit: - Two surgeon can operate mono-polar coagulation at the same time on the same patient.
- Must have patient plate contact quality monitoring system- with this silicon dual pad patient plate contact quality monitoring takes place, the moment the contact between Plate & Patient reduces it stops the HF delivery with an audio visual indications.
- Independent Monopolar & Bipolar output can be used without any switch over from the machine: - This facility enable the operating surgeon to perform surgery without any hassle.
- Facility for pure cut 300 watts, blend cut 250 Watts, end cut 200 watts, bipolar cut and coagulation 120-100 watts.
- In accordance with IEC 60601-1 and IEC 60601-2-2 CE certified.
- Unit should be supplied with footswitch, patient plate, patient cable, hand control pencil with standard accessories.

Video Trolley:

- Suitable video trolley to be supplied for mounting equipment's having minimum three self with drawer, with antistatic wheel casters, front locable, high grade of electrical insulation and earth protection. 5 Ampere socket, 5 Nos inbuilt with trolley.

Tray for Sterilization:

Sterilization/ Disinfection Tray:

- Disinfection/ Sterilization stainless steel tray of steel grade 304 with sieve tray to lift size 27" X 7" X 5" (LX B x D)

Formalin chamber:-

- Formalin chamber made of Virgin acrylic 6mm thickness; size 26”X8”X8” (LXBxH) with three tray, for sterilizing the laparoscope, preferably with three tray.

UPS system:

- UPS 1.5 KVA:
- UPS -1.5 KVA off line with one hour backup time (at 1000 Watts real load) with SMF batteries. Should be able to work on wide input range between 160-270 V AC at frequency between 50Hz ±2Hz, should use PWM technology with power conversion with single transformer arrangements with an output of 220 VAC±5% protection of overload, short circuit and low battery. Should have indication on front panel for mains load/ battery load/ battery overload-low and MCB protection in case of short circuit. ISI/ CE approved good quality Indian make.

SPIROMETER (Computerised)

1. Spirometers may be portable and must have access to computer and printer resources.

2. The microprocessor/computer must be capable of accepting patient identification data (i.e. age, race, height, sex, date and temperature) via a keyboard. The microprocessor/ computer must also print out the patient data in addition to the pulmonary function tests results at the conclusion of the a test.

3. Test results must be stored and available for recall and must be of sufficient size that hand measurements may be made for quality assurance. Test results must be suitable for permanent health record entry and not be degraded by other entries. (No pressure sensitive, carbon paper or chemical paper in the health record.)

4. The microprocessor/computer must have a digital sensor compatible with the volume displacement spirometer or pneumotachometer (flow spirometer).

5. The spirometer must be capable of manual start and stop independent of patient, without aborting the pulmonary function test (the microprocessor/computer must not be flow or volume triggered).

6. The microprocessor/computer must provide instructions to the technicians on procedures to follow for each patient in order to ascertain the validity of the test being run.

7. The instrument must provide a tracing or display or either flow vs. volume or volume vs. time during the entire forced expiration.

8. Laptop (Branded) should be supplied with specification i5 or equivalent, 500 GB TB HDD, 4 GB RAM, 15" or more LCD/LED monitor, licensed OS with Laser Printer and all other standard accessories

9. Should have disposable mouth pieces and 100 numbers of disposable mouth pieces shall be supplied along with each equipment.

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

11. The spirometer system should comply with ATS/ ERS guidelines

Suction Machine

Definition- A portable assembly of devices primarily intended to be used by emergency medical services (EMS) to aspirate fluids, secretions, or other foreign materials from a patient;s airway by means of suction. It typically consists of a gas- powered mechanism driven by medical air or Oxygen (O2) from a gas cylinder to create the suction (e.g., a venture tube), tubing a collection container, a vacuum gauge and control knob, and a microbial filter. The pump creates a vacuum in the suction tubing which is used for the removal of materials in to the collection container. This system is typically used during patient transport or for emergency situations.

1. **Technical characteristics:-**

- 700mm Hg± 10 regulable, flutter free vacuum control knob, 25 ltrs / min, tight fitting jar cap, vacuum capacity; 18 litres / min, maximum depression :-75 kPa (-563 mmHg).
- Wide mouthed 2X2 Ltrs. (polycarbonate) with self-sealing bungs and mechanical over flow safety device.

2. User's interface: - Manual

3. PHYSICAL CHARACTERISTICS

- Dimensions (metric) - Max: 43 X 30 X 68 cms
- Weight (lbs, Kg.)- Max: 27 Kg
- Noise (in dBA) - 50 dBA ± 3
- Heat dissipation - Should maintain up to 36.5 deg. Temp and the heat disbursed through an exhaust fan.
- Mobility, portability- Yes

4. Power Requirements- 230V, 50 Hz, 2 ± 0.5 Amps, 200watts.

- Tolerance (to variations, shutdowns) - Voltage corrector/ stabilizer to allow operation at ± 30% of local rated voltage. Use of SMPS to correct voltage.
- Protection - Electrical protection by resettable overcurrent breakers or replaceable fuses, fitted in both live and neutral lines.
- Power consumption: - 200W

5. ACCESSORIES, SPARE PARTS, CONSUMABLES

- Autoclavable collection bottles, tapering connector, collection container, a vacuum gauge, lubricant, leak free NR valve and control knob.
- 10 nos. polypropylene microbial filter (size: 0.45 micrometre particle size; 90% filtration), Tair inlet: 8mm (outer diameter 6mm (inner diameter), tybing:8 mm ID X 2 mtr (PVC),Polycarbonate jar.

6. ENVIREMENTAL AND DEPARTMENTAL CONSIDERATIONS

- Operating condition: Capable of operating continuously in ambient temperature of 0 to 50 deg. C and relative humidity of 15 to 90% in ideal circumstances.
- Complete unit to be easily washable and sterilization using both alcohol and chlorine agents.

7. STANDARDS AND SAFETY

- Should be FDA/CE approved product, ISO 13485:2003; ISO10079-2-1999: Medical Suction equipment – part-1: Electrically powered suction equipment- Safety requirements.

8. TRAINING AND INSTALLATION

- Availability of 15 amp socket, Supplier to perform installation, safety and operation checks before handover.
- Certificate of Calibration and inspection from the factory.
- Training of users in operation and basic maintenance shall be provided.

9. DOCUMENTATION

- Advanced maintenance tasks required shall be documented. User, technical and maintenance manuals to be supplied in English language.
- List to be provided of equipment and procedures required for local calibration and routine maintenance.
- List to be provide of important spares and accessories, with their part numbers and cost. Certificate of calibration and inspection to be provided.

NOTES:-

Any contract (AMC / CMC/ add-hoc) to be declared by the manufacturer.
Any recommendations for best use and supplementary warning for safety should be declared.

Band Saw

Technical Specifications:

Max. Job Height in mm 200

Max. Throat in mm 200

Table Size (L x W in mm) 600 x 600

Blade Speed in mtr /min. 20 - 100

Blade Size (L x W x T in mm) 3505 x 27 x 0.9

Saw Motor Capacity in HP 3

Coolant Motor Capacity in HP 0.16

Overall Size (L x W x H in mm) 900 x 700 x 2100

Approx. Weight in Kg 400

ODOUR CONTROL SYSTEM

1. Should be noiseless while running.
2. Spraying solution should be environmental friendly, nontoxic, ozone safe and biodegradable.
3. Spraying solution should be able to breakdown and neutralize odor causing bacteria and molecules.
4. System should have at least four spraying units.
5. Spraying solution should be readily available on a recurring basis.
6. Should work on electric supply of 220-230 V 50 Hz AC.

A Scan

1. Should have easy readable LCD display
2. Should have adjustable gain control
3. Should have a probe frequency of 10 MHz with internal fixation light
4. Should use immersion & contact measurement technique
5. Should have automatic, manual, PMMA, Silicone, Acrylic, Aic capture modes
6. Should provide IOL formulas such as Holladay I, Hoffer Q, SRK/T, Haigis etc. and post refractive formulas like Shammas etc.
7. Should have a measurement range of 0.01 to 60mm.
8. Should measure Anterior Chamber Depth, VCD, Lens thickness and axial length.
9. Should have inbuilt thermal printer / external printer through USB
10. Should provide footswitch, immersion cup, carry case and probe holde
11. Should have LAN and USB port connectivity
12. Should operate from 200 to 240V / 50 Hz power supply
13. Should have safety and quality certificate from a competent authority CE/FDA (US) and other equivalent certificates will not be accepted. Should have valid detailed electrical and functional safety test report from ERTL. Copy of the certificate/test report shall be produced along with the technical bid.

Auto Refractometer with Keratometer

1. Objective ± subjective mode & measuring corneal astigmatism, low contrast glare acuity testing.
2. Measurable range- Sphere plus/minus 20D, Cyl 0 to 7D, Axis 0 to 180, minimum pupil size 2 mm, vertex distance 10.5, 12.0, 13.5 preferably with IOL mode and pront out facility.
3. High accuracy measurements of corneal and contact lens radii determination of corneal astigmatism.
4. Distance independent co-independent measuring technique. Prism cells for contact lens measurement with power supply unit. Range 4 mm to 13 mm radius with 0.1 mm increments. Halogen lamp illumination, steel balls standard radius for calibration. Indigenous Keratometer's performance is not satisfactory.

B SCAN

- Probe 10 MHz. MHz, Focused Transducer, 30 Frames/Sec.
- Measurements: Distance and area
- Amplifier 100 dB Gain with Gain and TVG controls
- Freeze Foot pedal
- Image B-Scan with simultaneous selectable Vector A-Scan
- Display 60 deg. Sector fan, Gray scale, B/A presentation (B emphasized)

General:

- Voltage /Hz: 100/120/220/240 Volts and 50 Hz or 60 Hz auto sensed by input voltage.
- Printer facility
- Date/Time: Built in clock calendar
- Data Entry: Full alpha numeric

NON CONTACT TONOMETER

TECHNICAL SPECIFICATION

1. Should be air puff con-contact type to measure IOP without actual eye contact.

2. Should have digital display of IOP.

3. Should have a minimum measuring range from 4 to 59 mmHg.

4. Should have an accuracy of ±1mmHg.

5. Should work with input 200 to 240V ac 50 Hz supply.

AUDIOMETER

1. Should be Completely Digital – No Frequent Calibrations

2. Pocket Size compact unit interfaced with pc

3. Automatic Synchronized Tone & Masking

4. Automatic calculation of Speech Scoring

5. TDH 49 Head Phones

6. With suitable Computer & Printer

7. Should have facility for AC, BC and Speech Audiometery

8. No of Channel : 2

9. Tone : Normal, Pulsed, Warble (Frequently Modulated 5% rate 5 Hz)

Frequency Range:-

• Air conduction 125 – 8000Hz

• Bone Conduction 250 – 80000Hz

Special Tests:-

• ABLB

• SISI with increment 1-2-3-4-5 dB

• DECAY Test

• BEKESY

Intensity Range (Pure Tone)

• TDH 49 120db HL/95 db (NBM)

Intensity Range (Speed Audiometry)

• TDH 49 100 dB HL/95 dB HL (SN – WN)

Optional

• Should be upgradable to High Frequency Audiometry

• Should be upgradable to Free Field Audiometry

• Should have option for Insert EAR PHONE.

Crash Cart

1. Overall size shall be more than 900 mm L x 500 mm W x 1500 mm H.

2. The crash cart should be made of 25.4 mm x 18 G Stainless steel grade SS 304 tubular frame work and SS sheet of grade 304.

3. Should have dual push handles on either side

4. Should have S.S. shelves, six colored removable bins & two polystyrene lockable storage units with three drawers each.

5. Facility to carry ECG Monitors, Defibrillators etc on open areas at top centre and bottom shelves.

6. Should have Stainless steel saline rod fixed with.

7. Two accessory mounting brackets to mount accessories anywhere without the need of pre-threaded holes.

8. Crash cart should be mounted on 12.5 cms dia non-rusting swivelling castor wheels. Two having locking arrangement.

9. Oxygen cylinder stand of SS 304 grade, on one side

Hydraulic OT Table

1. The table should have minimum of 4 sections i.e. head section, leg section, seat section and back plate section.

2. The table should be electro hydraulically operated having the following hand switch operated electro hydraulic functions (all the dimensions will have a permitted deviation of +/- 10 %)

Sr. No.	Description	Range
i.	Up / Down	680-1000 mm
ii.	Trendelenburg & Reverse	30 deg
iii.	Side Tilting (Lateral)	20 deg
iv.	Zero Position (Return to Normal)	
v.	Top Slide	300 mm
vi.	Braking (by hand switch)	

3. All the above functions must have manual over ride (auxillary control) for up/down, Trendelenburg/reverse trendelenburg and tilt.

4. In addition to the above hand switch operated functions, the table must have the following manual functions.

Sr. No.	Description	Range
i.	Head Section Tilting	30deg Up / 90deg Down
ii.	Back Plate (Sitting Position)	-40 to +80
iii.	Split Leg Plate manual movement	+ 10 to -90

5. The table top must be made of durable radiolucent bakelite material capable of withstanding exposure to frequent C-Arm imaging, without diminishing the image clarity.

6. The table should be supplied with the following accessories.

i. Mattress for the complete table top in sections - 1 set

ii. A pair of arm boards with pad and fixing clamp - 1 set

iii. A pair of padded shoulder support with clamps (SS grade 304) – 1

iv. A pair of padded lateral support with clamps (SS grade 304) – 1

v. Aesthetic screen frame with clamp (SS grade 304) – 1

vi. Patient restraint strap – 1

vii. Horse shoe shaped head rest (SS grade 304) – 1

viii. Adapter to fix three pin skull clamp (SS grade 304) – 1

7. The base cover, lifting column cover and side rails should be made of stainless steel grade SS grade 304.

8. Should have enhanced weight bearing casters fitted with ball bearing.

9. The table should have a heavy and sturdy base and compact to provide adequate foot room for the operating team.

10. The weight bearing capacity of the table shall be greater than 175 kg.

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

12. Battery backup shall be available for minimum 50 functions.

Laparoscopy Machine Set

Part A: High Definition Optics

Full High Definition Digital Camera Qty-1

The system should have following features:

- It should be a Three Chip high definition camera with digital video of 1920x1080resolution camera head and console
- The system should have Digital /Optical Zoom to enhance the quality of Image size regardless of the telescope used.
- Button controls on camera Head to control vital functions of camera, like White Balance, Brightness etc.
- Video Outputs: DVI, S-Video and C- Video. Other Video Outputs like RGB, HDSDI etc (Optional)
- The Camera should preferably have Signal to Noise ratio range of 60-70dB.
- The Camera Head should have a focusing coupler for even focus control.
- Should offer both NTSC and PAL Video Formats.
- The Unit should be compatible for recording of stills and videos and should have compatibility with recording options from other vendors.
- The system should be Menu driven, thus allowing the surgeon to program the camera head functions as per the surgical needs & requirement.

Technical Specifications:

Image System: 1/3" CCD

Pixels 1920 X 1080 pixels per chip

AGC: Microprocessor controlled

Signal-to-noise ratio 60-70 dB

Video outputs: C- Video, S-Video & DVI (Minimum)

Peripheral Controls: Minimum Two for Image Capture & Printer Usage

High Definition Medical Grade Monitor Qty-1

The system should have:

- Hi Definition Colored Monitor 24''-26" Flat Panel Monitor
- PAL system compatible.
- Composite, S-Video and DVI inputs (Minimum)

- Compact & Lightweight design.
- Resolution more than 1100 lines

Xenon Light Source Qty-1

- 300 W Xenon Light Source with 100-240 V
- Xenon bulb should emit light at temperature of 5700-6000K
- Minimum bulb life of 500hours.
- Light intensity adjustable from console.
- Multiple make Light cable acceptance on console.
- Display of Bulb hours elapsed on console

Fiber Optic Light Cable Qty-2

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

Laparoscopes Qty- 1 Each

- Wide Angle Full Screen, Forward-Oblique and lateral scope
- Optimal centre-to-edge resolution for enhanced picture quality
- Angle of view: 0º 30º 17
- Diameter 10mm & 5mm
- Length 29-33cm
- Fiber optic light transmission incorporated
- Standard ocular window for coupling the camera head
- Scratch resistance sapphire quoted tip lens
- Advanced Rod lens system for optimum brightness, contrast and definition

Digital High Definition Recording System Qty-1

- The Full High-Definition Digital Documentation System should be a high-end computer system based on Windows embedded platform (for security purposes) designed specifically for recording, managing, editing and archiving surgical images and video in HD (1920x1080) resolution.
- The captured full high definition images & videos can be accessed from the hard drive for printing or saving onto multiple forms of external media which includes CD/DVD, USB Flash Drive or Hard Disk Drive (HDD)
- It should have a touch screen display with at least 200GB Memory of Hard Disk Drive (HDD)
- Video Formats compatible MPEG-1, MPEG – 2 and MPEG-4 (Minimum) and Still Image formats like JPEG (jpg) and BMP (bmp)

- Should offer multiple video signals like S Video, DVI, C-Video in both NTSC and PAL Formats.
- Video Signals available: DVI, S- Video, C-Video(Minimum)
- Should be compatible to 100-240V 50/60 Hz Power requirements,

Part B: Insufflator & Hand Instruments Set for Laparoscopic Surgery High Flow Insufflator Qty-1

- High flow of 30 liters or more with LCD display
- Microprocessor controlled & Software driven for upgradeability
- Soft approach pressure control for safe recovery of abdominal pressure
- Should have visual and audible alarms with min 0.1 L flow rate
- Internal leakage detection capability
- Integrated Gas heating
- Having internal venting system for safety
- Unit should include heated tubing, hose & yoke

Laparoscopic Instrumentation Trocars Cannula & Veresse Needle

- 120mm Veress Pneumoperitonium Needle with spring loaded blunt stylet
- Metal Trocars & Cannulae with Sealing Caps & Insuffulation Cock, Length 10-11 cm with ribbed/threaded outersurface for self retention on abdominal wall Trocar, Pyramid Tip, 11 mm 11 mm Cannula Sleeve with Automatic Valve, Stop Cock
- Metal Trocars & Cannulae with Sealing Caps & Insuffulation Cock, Length 10-11 cm with ribbed/threaded outersurface for self retention on abdominal wall Trocar, Pyramid Tip, 5.5 mm 5.5 mm Cannula Sleeve with Automatic Valve, Stop Cock
- Reducer11mm-5.5mm

5mm Hand Instruments and Handles

(For ease of usage and post-surgical cleaning & Sterilization the Hand instruments should be provided with separate inserts and appropriate handles)

- Monopolar Autoclavable Multifunction Handle, 3 cm Inner Shaft Flush Port, 360º Rotation & Shaft Rotation Lock with Monopolar Handle Ratcheted, facility for connection with monopolar electro surgery, insulated, Easy to use Ergonomic Design & Easy to clean Shaft.
- 5mm, Fundus Grasping Forceps 33 cm, Insert
- Monopolar Autoclavable Multifunction Handle, 3 cm Inner Shaft Flush Port, 360º Rotation & Shaft Rotation Lock with Monopolar Handle Ratcheted, facility for connection with monopolar electro surgery, insulated, Easy to use locking.
- 5mm, Atraumatic Grasper 33 cm, Insert

• Monopolar Autoclavable Multifunction Handle, 3 cm Inner Shaft Flush Port, 360º Rotation & Shaft Rotation Lock with Monopolar Handle Non Ratcheted, facility for connection with monopolar electro surgery, insulated, Easy to use locking.

• 5mm, Maryland Dissector 33 cm, Insert

• Monopolar Autoclavable Multifunction Handle, 3 cm Inner Shaft Flush Port, 360º Rotation & Shaft Rotation Lock with Monopolar Handle Non Ratcheted, facility for connection with monopolar electro surgery, insulated, Easy to use locking.

• 5mm, Metzenbaum Scissors, Single Action Jaws 33 cm, curved tip,Insert

• Reusable Monopolar Cable

• Dissecting cannula, L - Shaped Electrode 5mm, Length 36 cm

10mm Hand Instruments & Handle(s)

(For ease of usage and post-surgical cleaning & Sterilization the Hand instruments should be provided with separate inserts and appropriate handles)

• Clip Applicator for use with Titanium Clips (Medium Large), Rotating shaft

• Monopolar Autoclavable Multifunction Handle, 3 cm Inner Shaft Flush Port, 360º Rotation & Shaft Rotation Lock with Monopolar Handle Ratcheted, facility for connection with monopolar electro surgery, insulated, Easy to use locking.

• 10mm, Gall Bladder Extractor, 33 cm, Insert

Miscellaneous

• Needle Holder with detachable Handle (Straight/ Curved)

• 5mm Bipolar Forceps with Ring Handle includes Shaft, Insert, Handle & Sealing Cap

• Reusable Bipolar Cable

• 5.5. mm Aspiration Needle 17 G.

• Suction Irrigation (Trumpet Style)

Suitable UPS for the complete system for 60 minutes backup.

Item must have CE & US FDA certificate

Nerve Locator

1. One knob operation for current setting and measuring at the same time

2. Impulse amplitude 0.2 to 5 mA constant current infinitely adjustable.

3. Vertical display of impulse amplitude.

4. Impulse frequency 1Hz or 2 Hz switch able with pulse width 0.1 msec.

5. Battery: inbuilt 9V

6. Accessories:

    - Insulated needles
    - For single shot technique
    - Electric cable and injection tube connected to the needles.
    - Gauge and size of needles: 22G x 2 inches-5nos

      : 24G x 4 inches-5nos

      : 20G x 6 inches-5nos

7. Continuous plexus blockade:

    - Plexus catheter: 45 x 0.85 mm 40 cms - needle 1.3 x 55 mm (18 g x2.1 /8 inches 15/30 bevel) – 2 nos.
    - Plexus catheter : 45 x 0.85 mm 10cms- needle 1.3 x 55 mm (18g x 4.3 /8 inches 15 x bevel) – 2 nos.

Semi-Automated Biochemistry Analyzer

Clinical Purpose-The Semi-automated Biochemistry Analyser measures biochemical indexes by analysing blood and other body fluid, then combines with other clinical information, to help diagnose disease, evaluate organs function.

Technical Characteristics

1. Analyzer should use wet chemistry reagent.
2. Analyzer should have ability to use external cuvettes and integrated flow cell.
3. Analyzer should have more than 200 programmable channels.
4. Key board should be touch/mechanical.
5. Analyzer should have 5 assay types: End point, Fixer time, Kinetic, absorbance and 1-point calibration with option for extended keyboard.
6. Analyzer must have calibration types: Linear factor, multi-point, pint to point and Log-Logit.
7. In kinetic essay measurement interval should be 1 second.
8. 3 levels control with day to day Levey Jennings chart stored and displayed.
9. Flow cell must be quartz.
10. Flow cell must have optical path of 10mm.
11. Flow cell volume should be less than 20 µl.
12. Measurement range should be 25, 30, 37 degree Celsius with 1 degree increment.
13. Standard wavelengths in the range of 340-700.
14. Analyzer must store 1000 results.
15. Analyzer resolution must be 0.0001 absorbance unit and absorption range from 0.00-3.00 unit.

User's interface

- Manual.

Physical Characteristics

- Heat dissipation: Should maintain nominal Temp and the heat should be disbursed through a cooling mechanism.

Power Requirement

- Recharging unit: Input voltage-220 V-240 V AC, 50 Hz.
- Battery operated: No.
- Tolerance (to variations, shutdowns): ± 10 %

Accessories, Spare Parts, Consumables:

Accessories (mandatory, standard, optional), Spare Parts (main ones), Consumables/reagents (Open, closed system)

1. UPS for back up of system for half hour.
2. Light source/Lamp- 1 no.
3. Open system.
4. Micro pipettes (5 No.)- 2 variable (5-50), (100-1000)
5. Tips 500 –small and 500-big.

Environmental and departmental considerations

1. Operating Condition: Capable of operating continuously in ambient temperature of 10 to 40 deg C and relative humidity of 15 to 90 % in ideal circumstances.
2. Storage condition: Capable of being stored continuously in ambient temperature of 0 to 50 deg C and relative humidity of 15 to 90 %.

User's care, cleaning, Disinfection & Sterility issues:

- Disinfection: Parts of the Device that are designed to come in to contact with the patient or the operator should either be capable of easy disinfection or be protected by a single use/disposable cover.
- Sterilisation not required.

Standards and Safety

- Should be FDA/CE/BIS approved product.
- Manufacturer and supplier should have ISO 13485/US (FDA)/EU (CE) certification for quality standards.
- Shall meet internationally recognised for Electromagnetic Compatibility (EMC) for electro medical equipment: 61326-1.
- Certified to be compliant with IEC 61010-1, IEC 61010-2-281.
- Manufacturer/ supplier should have ISO 13485 certificate for quality standard.

Training and Installation

1. Availability of 5 amp socket.
2. Safety and operation check before handover.
3. Certificate of calibration and inspection from the manufacturer.
4. Training of calibration and inspection from the manufacturer.
5. Training of users on operation and basic maintenance.
6. Advanced maintenance tasks required shall be documented.

Warranty and Maintenance

1. 3 Years Warranty.

2. CMC 7 years 4 PM visits annually. All Breakdown calls to be attended within 24 hrs after information.
3. The spare price list of all spares and accessories (including minor) required for maintenance and repairs in future after guarantee/warrantee period should be attached.

Documentation

Should provide 2 sets (hardcopy and soft- copy) of:-

1. User, technical and maintenance manuals to be supplied in English/hindi language along with machine diagrams.
2. List of Equipment and procedures required for local calibration and routine maintenance.
3. Service and operation manuals (original and copy) to be provided.
4. Advanced maintenance tasks documentation.
5. Certificate of calibration and inspection.
6. List of important spares and accessories, with their part numbers and cost.

Note: - Contact details of manufacturer, supplier and local service agent to be provided.
Any Contract (AMC/CMC/add-hoc) to be declared by the manufacturer.
Any warning signs would be adequately displayed.

ABG Analyser Machine

Clinical Purpose- Determining the concentration of bilirubin in the blood or other clinical specimen, most commonly to rapidly assess hyperbilirubinemia in neonates.

Technical characteristics

1. Should measure analyte pH and minimum measuring range 6.8-7.8 pH Units with resolution of 0.01.
2. Should measure analyte PO2 and minimum measuring range 0-760 mm Hg.
3. Should measure analyte PCO2 minimum measuring range 5-100mm Hg.
4. Should measure analyte Na+ and minimum measuring range100-180mmol/L.
5. Should measure analyte K+ and minimum measuring range1-10mmol/l.
6. Should measure analyte Ca++ and minimum measuring range 0.25-5.00mmol/l;
7. Should measure analyte Hct and minimum measuring range 15-70 %.
8. Should calculate anlyte tHb and minimum measuring range 3.0-23g/dl.
9. Should have feature of data storage for minimum 50 samples results.
10. Software includes pritouts of Levey –Jenning charts for quality control requirements.
11. Should have disposable cartridges for 300 a minimum of 300 samples, no membrane maintenance or replacement is required.
12. External source of gas not required (Not mandatory)
13. Analazying time should have <120 seconds.
14. Should provide automatic error detection.

Setting:-

- Method to recalibrate/ save current calibration, set sample size.

User interface:

- Backlit display with easy viewing in all ambient light levels.

Software and/or standard of communication:-

- Electronic

PHYCICAL CHARACTERISTICS-

- Weight (lbs kg) - Max. 10 kg excluding the cartridges.
- Configuration- Should have compact size.
- Noise (in dBA) < 60 dB
- Heat dissipation-Heat disbursed through an exhaust fan (if applicable)
- Mobility, portability- Easy and safe transport to be possible by hand, stable when table top mounted.

ENERGY SOURCE (Electricity, UPS, solar, gas, water, CO2……)

- Voltage 220VAC±10%, 50 Hz.
- Battery operated- Yes
- Tolerance (to variations, shutdowns)- Voltage corrector/SMPS, stabilizer to allow operation at ± 10% of rated voltage, Electrical protection by resettable over – current breakers or replaceable fuses fitted in both live and neutral lines.
- **Protection-** Resettable over- current main fuse to be incorporated.

- Other energy supplies- Power cable to be at least 3 mtr in length.

ACCESSORIES SPARE PARTS, CONSUMABLES:-

- Accessories: - Hard and splash- proof case to be supplied.
- Spare parts (main ones) - Two sets of spare/ replaceable fuses, reagents and capability tubes sufficient for 100sets.
- Consumables/reagents (open, closed system)-
  1. Cartridge –combination of various tests.
  2. External source of gas(if applicable)

ENVIROMENTAL AND DEPARTMENTAL CONSIDERATIONS

1. Operating condition: Capable of operating continuously in ambient temperature of 10 to 40 deg. C and relative humidity of 15 to 90% in ideal circumstances.
2. Storage condition: - Capable of being stored continuously in ambient temperature of 0 to 50 deg. C and relative humidity of 15 to 90 %.
3. The case is to be cleanable with alcohol or chlorine wipes.

Standard and safety:-

1. FDA (US) /CE (EU) from authorized third party and BIS/ISO 13485.
2. Should be IEC 61010 certificate from a notified agency.
3.

TRAINING AND INSTALLATION:-

1. Availability of 5 Amps/ 15A mps. Electrical socket.
2. Supplier to perform installation, safety and operation checks before handover.
3. Local clinical staff to affirm completion of installation.

Training of staff:-

1. Training of users on operation and basic maintenance.
2. Advanced maintenance tasks required shall be documented.

WARRANTY AND MAINTENACE

- Maintenance tasks:-
  1. Maintenance manual detailing.
  2. Complete maintenance schedule.
  3. The spare, accessories & consumables price list required for maintenance and repairs in future after guarantee/ warrantee period should be attached.

Documentation-

Should provide 2 set (hardcopy) of:-

- User, technical and maintenance manuals to be supplied in English/ Hindi language along with machine diagrams.
- List of equipment and procedures required for local calibration and routine maintenance.

- Certificate of calibration an inspection.
- List of important spares and accessories, with their parts numbers and cost.

Note- Contract details of manufacturer, supplier and local service agent to be provided.

Any contract (AMC/CMC/add-hoc) to be declared by the manufacturer.

Any recommendation for best use and supplementary warning for safety should be declared.

ABG with Electrolyte

- For analysis of Electrolytes in serum, plasma, urine and body fluids.

Operational Requirements

- System should measure Na, K, Cl, Ca, Li 3.
- System should measure Na, K, Cl, Ca, Li.
- Facility for auto sampler tray for constant loading. Sample can be fed by capillary syringe or sample tube directly.
- Sample volume should be less than 100 micro-liters.
- Auto Calibration Facility and provision for economy mode.
- Quality control facility.
- Facility of flagging of abnormal results and user programmable ranges.
- Standby mode: user controlled and automatically controlled.
- Memory for last 100 messages.
- Built in printer for printing the data.
- RS.232.C (standard serial port) should be available.
- ISE Analyser-01.
- Na, K, Ca, Li, Cl Electrodes- 02 each (1 standard and 1 spare).

Environmental factors

- Shall meet IEC-60601-1-2:2001(Or Equivalent BIS) General Requirements of Safety for Electromagnetic Compatibility.
- Thu unit shall be capable of operating in ambient temperature of 20-30 deg C and relative humidity of 80%.
- 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.
- Resettable overcurrent breaker shall be fitted for protection.
- Suitable UPS with maintenance free batteries for minimum one-hour back-up should be supplied with the system.

Standards and Safety

- Certified for meeting IEC 60601-1-4 Medical electrical equipment - Part 1-4: General requirements for safety - Collateral Standard: Programmable electrical medical systems.

- Attach original manufacturer‘s product catalogue and specification sheet. Photocopy/ computer print will not be accepted. All technical data to be supported with original product data sheet. Please quote page number on compliance sheet as well as on technical bid corresponding to technical specifications.
- Electrical safety conforms to standards for electrical safety IEC-60601 / IS-13450 .
- Should be FDA or CE approved product.
- Should be compliant to ISO 13485: Quality systems - Medical devices - Particular requirements for the application of ISO 9001 applicable to manufacturers and service providers that perform their own design activities.

Documentation

- Certificate of calibration and inspection from factory.
- User manual in English.
- Service manual in English.
- 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.
- List of Equipments available for providing calibration and routine maintenance support as per manufacturer documentation in service / technical manual.

Lithotripter

Extracorporeal Shockwave Lithotripter (ESWL)

I. SHOCK WAVE GENERATION

1. Principle of operation: electro-hydraulic technology

2. Shock wave parameters

i. Voltage range: shock wave generator with wide range of 3 energy levels or

ii. Energy levels selection: low, medium and high or equivalent

iii. Selection of energy levels: at least 10 levels in each energy level or equivalent

iv. Selection of frequency: should be at least 2 levels (60 & 120 pulse / minute)

v. Pressure at focus: minimum 700 and maximum 1100 bar (preferred)

vi. Focal distance: 135 mm or better

vii. Spark gap: Re-usable electrodes suitable for at least 4 treatments per electrode. Should be supplied along with electrode adjustment tool kit.

viii. Water tank capacity: 10 liters or above preferred.

ix. Shock wave coupling: flexible membrane

I. **TREATMENT TABLE:** motorized three axis treatment table controlled by wired remote control.

II. **ELECTRICAL REQUIREMENT**

Should operate on 200 to 240 V AC, 50Hz input supply.

III. GENERAL

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

ii. Suitable stabilizer should be supplied.

IV TURNKEY WORK

Rate for sound proofing the room shall be provided separately for per square foot. The rate offered for turnkey works will not be taken for evaluation. However if awarded the successful tenderer has to execute the work.

V. The comprehensive warranty offered shall include the cost of replacement of generator. The CMC rates offered shall also include the cost of replacement of generator.

i. Consumables like electrodes, membranes, O-rings etc shall be provided for 1000 treatments.

ii. The cost of replacement of electrodes and membranes after 1000 treatments has to be provided as option in the revised price bid form enclosed herewith. The rate offered will not be taken for evaluation.

Pulse Oximeter

Clinical Purpose- Measurement and display of haemoglobin oxygen saturation (SPO2).

Overview of functional requirements-

Continuously displays patient oxygen saturation in real time using an external probe on the skin.

Contains adjustable alarms to alert when either saturation or heart rate is low. Reusable, sterilisable probes are robust and easily connected and disconnected. Operates from mains voltage or from internal rechargeable battery.

Technical Characteristics-

1. SPO2 measurement range at least 40-70 and 70 -99%,minimum gradation 1%
2. Accuracy of SPO2 better than ±1% for range 40-70 and better than ± 3% for range 70-99.
3. Pulse rate range at least 30 to 240 bpm, minimum gradation 1bpm.
4. Accuracy of pulse rate better than ± 5bpm.
5. Signal strength or quality to be visually displayed.
6. Audio-visual alarms required: High and low SPO2 and pulse rate (operator variable settings), sensor disconnected, sensor failure, low battery.
7. TFT screen.
8. Plethysmograph (may be in form of bar) display is mandatory.

Settings- Should have minimum 24 hrs trend memory for SPO2 & PR.

User interface: - Easily accessible touch to operate the machine.

Software and/or standard of communication: - In built.

PHYSICAL CHARACTERICTICS:-

- **Weight (lbs. kg.): -** Should be less than 5kg.
- **Configuration: -** Case is to be hard and splash proof. Display must allow easy viewing in all ambient light levels. Supplied in protective case for clean storage and safe transport.
- **Noise (in dBA) : -** <50 dBA
- **Heat dissipation: -**Dispersed through exhaust.
- **Mobility, portability: -**Mobile

ENERGY SOURCE (electricity, UPS, solar, gas, water, CO2…..)

- **Voltage (value, AC or DC, monophase or triphase): -**220 to 240V, 50Hz.
- **Battery operated: -** Internal, replaceable, rechargeable battery allows operation for at least four hours in the event of power failure.
- Battery charger to be integral to mains power supply, and to charge battery during mains power operation unit.
- **Tolerance (to variations, shutdowns):-** Voltage corrector/stabilizer/UPS to allow operation at ± 30% of local rated voltage.

- **Protection: -** Electrical protection by resettable circuit breakers in both live and neutral supply lines, Alarms should include power failure.
- **Power consumption: -** 50-100W.
- **Other energy supplies: -** Mains supply cable to be at least 3 m in length.

ACCESSORIES SPARE PARTS, CONSUMABLES-

Accessories (mandatory, standard, optional):-

- Two reusable probes each for adult, pediatric and infant use, Y probes with clip for infant use and Forehead SPO2 sensors for detection of low saturation levels (less than 70%)/flex probe with provision of fixation.
- **Spare parts (main ones-** Two sets of spare fuses (if non resettable fuses used)

ENVIREMENTAL AND DEPARTMENTAL CONSIDRATIONS-

- **Operating condition:** Capable of operating continuously in ambient temperature of 0 to 50 deg. C and relative humidity of 15 to 90% in ideal circumstances .
- **User's care, Cleaning, Disinfection & sterility issues: -** Cleanable with alcohol or chlorine wipes.

STANDARD AND SAFETY

- Should be FDA/CE approved product ISO 80601-2-61-2011: Medical Electrical equipment –part 2-61: Particular requirements for the basic safety and essential performance of pulse oximeter.
- Electrical safety conforms to standards for electrical safety IEC -60601-1, EMC safety confirms to IEC 60601-1-2 standard requirement.
- Manufacturer/ supplier should have ISO 13485 certificate for quality standard.

TRAINING AND INSTALLATION

- Supplier to perform installation, safety and operation checks before handover.
- Local clinical staff to affirm completion of installation.
- Training of users in operation and basic maintenance shall be provided. Advance maintenance tasks requirement shall be documented.

MAINTENANCE

- Maintenance manual detailing complete maintaining schedule.
- The spare price list of all spares and accessories (Including minor) required for maintenance and repairs in future after guarantee/warranty period should be attached.

Documentation-

- User and maintenance manuals to be supplied in English language.
- Certificate of calibration and inspection to be provided.

- List to be provided of equipment and procedures required for local calibration and routine maintenance.
  List to be provided of important spares and accessories, with their part numbers and cost.
- Contact details of manufacturer, supplier and local service agent to be provided.
- User/ Technical/ Maintenance manuals to be supplied in English.

Notes:-Any contract (AMC/CMC/add-hoc) to be declared by the manufacturer.

Any recommendations for best use and supplementary warning for safety should be declared.

Wheel Chair

1. Wheel chair shall be of size 670 mm W x 1120 mm D x 92 mm H.
2. Should be made of 16 gauge SS 304 grade tube frames and 16 gauge SS 304 sheet for seat & back rest.
3. Should have a fixed arm rest.
4. Should have Reticulated and breathable cushion.
5. Should have minimum 6" swivel nylon caster front wheel, 24" bicycle type rear wheel with pneumatic tire.
6. Back wheel fixing bolt shall be covered with cup type nut.
7. Should have breaking system on both side.
8. All pipes & Foot rest should be made of aluminium.

IV Stand

IV Stand (Stand saline cum irrigator):-

1. Stainless Steel (S.S.) Tubular pipe frame.
2. Heavy duty plastic base on five castors (50 mm) for stability (Non rusting).
3. 4 hooks provided made up of SS rod for I.V. fluids.
4. Thickness of SS Tubular pipe 16 Gauge of 1.25” diameter.
5. SS adjustable rod from 135 to 240 cms.
6. Pre-treated and epoxy powder coated.

LAMINAR AIR FLOW

1. Size: 2'x2' Outer MS powder coated

2. Outer body: MS poweder coated

3. Working surface: AISI SS 304

4. Filters: With HEPA (minipleat) Pre Filters

5. Filter Efficiency: 99.997%

6. Lamp and light: While light & UV lamp

7. Manometer and castor wheels & extra electrical point 16A socket.

8. Should work with input 200 to 240Vac 50 Hz supply.

DIATHERMY -SURGICAL

1. The unit should have mono-polar and bi-polar modes.

2. The unit should have separate generator for mono-polar and bi-polar.

3. Should be compatible for both open and laparoscopic surgery.

4. Should have facility to connect two mono-polar electrodes.

5. Should have separate digital display of power settings for bipolar and mono-polar cut and coagulation modes.

6. Should have return electrode contact safety.

7. Should have different audible alarm for cut and coagulation modes.

8. Should have maximum range mono-polar cut power from 300 to 400 Watts variable in steps of 2 watts in lower power and 5 watts in high power.

9. Should have mono-polar coagulation power 120 Watts variable in steps.

10. Should have maximum bipolar coagulation power 120 Watts variable in steps.

11. The unit should be provided with suitable power cord and should be compatible with Indian standard wall socket.

12. Should have a volume control for the audible alarm.

13. Should be supplied with reusable flexible silicon rubber patient return plate with return electrode safety 1 no.

14. The performance of the unit should not be affected by electro-magnetic interference radiated or conducted through power lines from another device.

15. The working of the equipment should not interfere with the functions of other devices.

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

Standard accessories.

1. Should be supplied with 3 pin hand pencil 5 nos. with cable.

2. Should be supplied with reusable mono-polar active handle with cable compatible for foot operation. (With complete set of electrodes) - 10 nos. - Silicon rubber reusable.

3. Should be supplied with reusable insulated bayonet shaped bipolar hand piece with cable compatible for foot operation - 2 no.

4. Should be supplied with color coded pedals water proof foot switch for mono polar and bipolar.

DIGITAL PHYSIOGRAPH 3 CHANNEL WITH TFT

Technical Specifications

- Should be able to record Bio-Electrical Potential e.g. EEG, ECG, ENG, EMG, Pulse, Respiration, Blood Pressure etc.
- It should be made of light metal for compactness and lightness.
- Student physiograph should be three channel console with 9 speed (.5,1,2,5,10,20,25,30 & 50 mm/sec) chart drive, time & event chart, transducers and stimulator
- Couplers: Strain Gauge, isotonic, Pulse Respiration, temperature, EKG and Bio- Potential
- Transducers: Pressure, volume, muscle activity/ force respiration belt, Isotonic fine movement, pulse, respiration & temperature
- Data Acquisition System to convert data from physiograph to a computer with HRY and independent ECG Recording system with software and computer.

System Configuration Accessories, spares and consumables

- Earth Lead
- EKG electrode
- EEG & EMG paste
- III Pin junction box, action potential electrode
- V-pin junction box
- Chart paper Z- fold
- Fuse

Power Supply

- Power input to be 220-240VAC, 50Hz

Documentation

- Manufacturer should have ISO certification for quality standards
- Should have FDA/CE/BIS certification

ENT OPERATING MICROSCOPE

1. Surgical Operating Microscope with heavy sturdy floor base with precision to produce sharp images with following specifications,

2. Magnification Range : 4X to 25X, in 5 steps.

3. Field of View : 52 mm to 8 mm

4. Objective Focal Lengths : 200mm//400mm

5. Fine focusing range (Manual) : 24mm – 30mm

6. Tilt Range of optical head : Axial + 90deg. With side tilt provision

7. Illumination : High intensity up to 100,000 Lux with built-in cold light source with fiber optic light guide with provision for filters.

8. The microscope should be versatile with provision to tech accessories like CCTV attachment, single monocular co-observation tube.

EEG MACHINE

1. Should be a 32 Channel digital EEG Machine, where 24 Channels for acquisition and storage, 5 Polygraph Channels and 3 DC Channels.

2. Frequency response should be 0.05 Hz to 70 Hz.

3. Should have facility to view all channels in different montages during acquisition and review.

4. Should have split screen facility to study and even carefully during acquisition, where data storage should be on going in hard disk.

5. Should have split screen facility in analysis to compare the data of same time or different times with individual selection of filters, sensitivity, montages etc.

6. Should have the facility for simultaneous acquisition and review of same record.

7. Should have the facility to mark pages / important events for printing in review.

8. Should have user definable photic simulator protocol execution with display of photic marks on screen using LED or Xenon flash lights.

9. Should have unlimited Montage Reformatting.

10. Should have HLF (15, 35, 70 Hz) and LLF (0.1, 0.3, 1.5, 3, 5 Hz) filters for each channel as well as for all channels for display.

11. Should have the facility for sweep speed selection.

12. Should have the facility to display traces with limit trace.

13. Should mark and annotate standards events such as Eyes open, Eyes closed, Hyperventilation on, Hyperventilation off, Artifact, and other user defined events of max. 50. 14. Should have separate sensitivity control for each channels as well as for all channels.

15. Should have the facility to enter patient details such as ID, Name, Referred By, Sex, Age, Patient History, Address, and Doctor Name etc.

16.Should have the facility to review of selected patient form list, to sort data according to patient name, sex, age, test date etc, review another patient while acquisition and to edit the patient details.

17.Should have the facility to browse page by page, Scroll in forward and reverse direction and the speed of scrolling can be different speed levels such as same acquisition speed, 2 times, 3 times , 4 times the acquisition speed.

18. Should have user definable protocols for acquisition.

19. EEG pages should displayed in BRAIN MAP montage and it should have the facility to view Amplitude brain map, Progressive amplitude brain map, frequency brain map, progressive frequency brain map, 4 bands frequency brain map with frequency spectrum, 5 bands frequency brain map with frequency spectrum, 4 bands frequency brain map with EEG & 5 bands frequency brain map with EEG in review mode.

20. Should have the facility to edit current page events, browse all the marked events. Display the page having the selected event, to store any number of marked EEG pages on another HDD.

21. Should have the facility for spike detection with amplitude greater than or equal to the specified amplitude and within specified duration.

22. Should have the facility to print all marked EEG pages / Brain map pages in queue.

23. Should have the facility to edit and print summary report, EEG page and Brain map page. 24. Should have Acquisition Hot keys for Sensitivity for all traces, Eyes open, Eyes close, Hyperventilation ON, Hyperventilation OFF, Mark page, Artifact, Annotated event, Toggle pause / Release pause, Snap shot mode, photic stimulation etc.

25.Should have Review Hot Keys for page mode, scroll mode, flip mode, next page, increase speed, mark page for printing, forward direction, reverse direction, previous page, decrease speed etc.

26. Should have an efficient data base management including Hospital details, Reference doctors list, standard comments for summary report etc.

27. Photic frequency should be 1-30 Hz, Stimulating time 1-16 sec and pause time 1-16 sec. 28.CMRR should be greater than 100 db and input impedance should be greater than 10 M Ohms.

29. Should operate from 200 to 240Vac, 50 Hz input supply.

30. Should have a high resolution low light video camera.

31. Should have infra-red camera for night VEEG recording facilities.

32. Should have facility to upgrade EEG to sleep system in future.

33. Should be supplied all necessary accessories including EEG Disc Electrodes reusable-1 set, EEG Paste-5 Jar/sufficient quantity for 100 EEG Cases, Head Cap for Adult, & Infant – 1 Each.

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

35. Monitors provided along with PC should be LCD/TFT and Colour Printer should be Colour Laser Printer.

36. Should supply online UPS of sufficient capacity with 1 hour backup to connect all the equipments supplied.

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

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

SEMI FOWLER BED

Dimension: Length (Overall) = 2250mm +/- 5mm variation.

Width (Overall) = 1015mm +/- 5mm variation.

Bed Top Height = 600 mm (Without Mattress).

Bed Construction: Bed frame is made of rectangular pipe of size 60mm x 30mm x 1.6mm thick.

Head section is capable of being raised to the angle of 70 degree from the horizontal. The head section slope adjustment is achieved by separate screw mechanism with thrust bearing and proper lubrication.

The rest of bed surface is fixed.

Head section is made of CRCA 1.25mm thick uniformly perforated Sheet welded with the outer tube 1.6mm thick x 25.4mm dia. The rest of the bed surface which is fixed is also uniformly perforated and welded to the rectangular frame.

Nuts & Bolts: All Fasteners like nut and bolts etc. are electro-galvanized.

Head & Foot Boards: Head and Foot boards are made of 31.75mm dia x 1.25mm thick stainless steel tube fitted with laminated panel board with help of stainless steel bracket. The thickness of laminated panel board not less than 18mm. Both the head and footboards shall be detachable for easy access to patients. The overall height of head and foot board shall be 250mm and 190mm respectively.

Finishing: Steel welding wherever required is be done by MIG welding process to minimize distortion and for the deep penetration of the weld.

All the steel components are pre-treated for de-greasing, de-rusting and phosphating.

A mattress suitable for the bed made of 25mm thick soft 32 density top layer and 75mm thick high 40 density bottom layer for the patient comfort and better pressure care. The upper part of cover of the mattress is made of waterproof breathable fabric separated by zip on three sides with lower cover part made of rexine.

After proper pre-treatment, the steel components are epoxy powder coated and oven baked at temperature above 200 degree C to provide scratch resistance surface coating film of thickness 45-50 microns.

The S.S. material asked for in any specification should be of S.S. 304 Grade

SECTION VI: SAMPLE FORMS

Notes to Bidders on the Preparation of Sample Forms

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

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

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

1. Bid Form

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

Date: 14th August 2015 *[insert: **date of bid**]*

[Purchaser specify: "IFB No.: BMSICL/2015-16/ME-0 29"]
[Insert:** Procurement and Rate Contracting of **Blood Bank l Equipment for Medical Colleges and Hospitals of Bihar]

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

Dear Sir or Madam:

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

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

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

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

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

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

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

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

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

Signed: _____
Date: _____

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

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

2. PRICE SCHEDULE												
1	**2**	**3**	**4**	**5**						**6**	**7**	**8**
Sch No	**Item Description**	**Country of origin**	**Quantity**	**Ex-factory Ex-warehouse ex-Showroom off-shelf** (A)	**Excise duty if any** (B)	**Packing & Forwarding** (C)	**Inland transport, Insurance & Incidental costs incidental to delivery** (D)	**Incidental services as listed in GCC** (E)	**Customs Duty** (F)	**Unit Price** A+B+C+D+E+F	**Total Price per schedule 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	CMC CHARGES						
	4TH YEAR	5TH YEAR	6TH YEAR	7TH YEAR	8TH YEAR	9TH YEAR	10TH YEAR
TOTAL							

Note:

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

Place **Signature of Bidder/Authorized**

Signatory……

Date **Name ……**

Form – 3 Form of Contract Agreement

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

(a) This Contract Agreement

(b) General Conditions of Contract.

(c) Special Conditions of Contract

(d) Technical Requirements (including Functional Requirements and Implementation Schedule).

(e) The Supplier's original Techno-commercial and Price bid

(f) The Schedule of Requirements.

(g) The Purchaser's Notification of Award

(h) *[Add here: **any other documents**]*

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become

payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

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

TOTAL VALUE:

Delivery Schedule:

For and on behalf of the Purchaser

Signed:

_____

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

in the presence
of

_____

For and on behalf of the Supplier

Signed:

_____

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

in the presence of

_____

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

BETWEEN
Bihar Medical Services And Infrastructure Corporation Limited, "the Purchaser"
and
*[insert: **name of Supplier**],* "the Supplier"

4. Performance Security Bank Guarantee

(Unconditional)

Date: *[insert: **date**]*

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

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

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

Dear Sir or Madam:

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

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

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

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

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

For and on behalf of the Bank _____
Signed:
Date: _____

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

5. Manufacturer's Authorization Form

(Manufacturer's or Producer's letterhead)

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

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

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

For and on behalf of the Manufacturer or Producer

Signed: _____

Date: _____

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

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

6. Proforma for performance statement

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

Name of the Firm: _____

Order Placed By (Full address of Purchaser)	Order No and Date	Description and quantity of ordered Goods	Date of completion of		Was the supply of Goods Satisfactory? (Attach a certificate from
			As per contract	Actual	

(Signature and seal of the Bidder/Authorised Signatory)

7. CONSIGNEE RECEIPT CERTIFICATE/ Installation Report

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

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

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

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

(Hospital / Office In charge) (User Department)

8. Statement for technical Deviation:

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

(Signature of Bidder/ Authorized Signatory)

9. FORMAT OF GENERAL GUARANTEE FOR WARRANTY

(To be submitted on Firms Letterhead)

Warranty Certificate

Date:

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

Consignee Name-
Serial number of Equipment-

For……

Station: (Signature with Name and Designation)

Date:

Company Seal

10. Non Conviction Declaration (Duly notarized)

From:-
M/s.....
.....
.....
.....
To
Managing Director
BMSICL, Patna

1. I, _____Son / Daughter / Wife of Shri_____

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

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

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

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

Yours faithfully,

(Authorized Signatory/Signature of the Bidder)

Date: Name:
Place: Designation
Seal of the Agency Address:

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

11. CHECK LIST

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