Tender Enquiry No: NEIGR/S&P/OT/E-31/2017 -18; Dated: 21/08/2017
F. No: NEIGR/S&P/O-06/2016 -17

e - TENDER /BID DOCUMENT

ONLINE OPEN TENDER ARE INVITED BY DIRECTOR, NEIGRIHMS FROM ELIGIBLE MANUFACTURERS /AUTHORIZED REPRESENTATIVES FOR SETTING UP OF 8 (Eight) MODULAR OPERATION THEATRES (OT’s), WITH INTEGRATION, INCLUDING OT LIGHTS AND SUPPORTING SYSTEMS, AT NEIGRIHMS, SHILLONG ON COMPLETE TURNKEY BASIS, AS PER SITE DIAGRAM.

Bid Document Down loading Start Date: 14:00 hours of 21.08.2017
Pre-Bid Conference and Clarification Date: 16:00 hours of 08.09.2017
Last Date and Time for Submission of Bid Document Online: 14:00 hours of 21.09.2017
Last date and Time of Receipt of Earnest Money Deposit (hard copy): 14:00 hours of 21.09.2017
Date and Time of Opening of Techno -Commercial Bids: 14:30 hours of 22.09.2017
Cost of Earnest Money Deposit (EMD): Rs 40,00,000.00 (Rupees Forty lakhs only)

Tentative schedule after completion of Technical Commercial Evaluation subject to inputs from respective committee /authority:
60 days from the date of opening of Techno – commercial bid

Tentative schedule for awarding of contract including institutional requirement, justification of cost and on approval of the Competent Authority.
60 days from the date of opening of price /financial bid

Bidders /Tenderers can download the tender document from Central Public Procurement Portal website at www.eprocure.gov.in Bidders /Tenderers are required to submit the bid online by uploading all the relevant documents through www.eprocure.gov.in

Tender document can also be downloaded from the Institute’s website at www.neigrihms.gov.in
For further details regarding Amendment /Addendum /Extension please visit website: www.eprocure.gov.in and www.neigrihms.gov.in

North Eastern Indira Gandhi Regional Institute of Health and Medical Sciences
(An Autonomous Institute, Ministry of Health and Family Welfare, Government of India)
Director’s Block, Mawdiangdiang, Shillong 793 018 (Meghalaya)
Website: www.neigrihms.gov.in /E-mail: storeneigrihms@gmail.com; Tele/Fax: (0364) 2538032
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North Eastern Indira Gandhi Regional Institute of Health and Medical Sciences
(An Autonomous Institute, Ministry of Health and Family Welfare, Government of India)
Director's Block, Mawdiangdiang, Shillong 793 018 (Meghalaya)
Website: www.neigrihms.gov.in /E-mail: storeneigrihms@gmail.com; Tele /Fax: (0364) 2538032

SECTION I: NOTICE INVITING TENDERS (NIT)

Online tenders, in two-bid system, are invited by Director, NEIGRIHMS, Shillong for processing of stores /items for the Institute, as per enclosed specification and related terms and conditions.

1. Bidders / Tenderers would be required to register on the Central Public Procurement Portal at www.eprocure.gov.in, using a valid Digital Signature Certificate (DSC) and valid email address to be able to participate in the bidding process. On registration with the Portal they will be provided with a user id and password by the system through which they can submit their bids online.

2. Digital Signature Certificate (DSC) may be obtained from any authorized agencies registered with the Certifying Authority (CA), through National Informatics Center (NIC) in India.

3. Bidders / Tenderers can download the bid document from Central Public Procurement Portal website at www.eprocure.gov.in. Bidders / Tenderers are required to submit the bid online by scanning and uploading all the relevant documents through www.eprocure.gov.in.

4. Tender document can also be downloaded from the Institute’s website at www.neigrihms.gov.in. For further details regarding Amendment / Addendum / Extension please visit website: www.eprocure.gov.in.

5. No tender fee is required for downloaded documents.

6. Earnest Money Deposit (EMD) in the form of Call deposit, Banker’s Cheque, Fixed deposit or Demand draft, drawn in favour of Deputy Director (Admn.), NEIGRIHMS, Shillong or Bank Guarantee of any Scheduled Bank, shall be scanned and submitted online, along with the Techno-commercial bid (Un priced Bid), within the period of tender online submission date and time and the original (hard copy) should be sent to Store & Procurement Officer, Director's Block, Mawdiangdiang, NEIGRIHMS, Shillong -793018 within the stipulated date and time.

7. Bidders / Tenderers need to scan and upload the required documents like Goods and Service Tax (GST) registration, PAN Card, valid document regarding the existence and registration of the firm along with the Techno-commercial bid, as per Check List (Section XXI).

8. The technical bids will be opened online by a committee of members duly constituted for the purpose at the time and date as specified in the tender document. All statements, documents, certificates, proof of EMD / Affidavits, etc uploaded by the bidders will be verified and downloaded for technical evaluation and the result of technical bid evaluation will be displayed on www.eprocure.gov.in which can be seen by all bidders who participated in the tender.

9. The bidders should download the BoQ.xls from CPP Portal and filled in the blank spaces provided for mentioning the name of bidder and rates. Bidders need not modify any other text or background shown in the BOQ template or replace it with any other copy of same BOQ in .xls format. NEIGRIHMS / Central Public Procurement Portal (www.eprocure.gov.in) will accept the BOQ template only and hence the rate should not be quoted in any other place except BOQ template.

10. The Financial bid (price bid) i.e. Bill of Quantity (BOQ) of only technically qualified bidders will be opened online by a committee of members and the result will be displayed on the www.eprocure.gov.in which can be seen by all bidders who participated in the tender.

11. No work will be allotted to Non-tribal bidder, contractors, Suppliers, stockists, bonded warehouse, private carriage contractors, cooperative societies etc except under a valid trading license issued by the Khasi Hills Autonomous District Council, Shillong.

12. The firm has to give an affidavit duly attested by the Notary Public (in original) on a non-judicial stamp paper of Rs. 10/= that the firm is not supplying the same item at lower rates quoted in this tender to any Government/Private organization or any other institution during past one year, as per “FALL CLAUSE” adhered by DGS & D and other Government agencies.

13. The firm has to give an affidavit duly attested by the Notary Public (in original) on a non-judicial stamp paper of Rs. 10/= that there is no vigilance/CBI /FEMA case pending against the firm/supplier.

14. At any time prior to the date of submission of bid, Director, NEIGRIHMS may, for any reason, whether at his own initiatives or in response to a clarification from a prospective bidder, modify the bidding documents by an amendment.

15. The tendered rates and the validity of bids shall be for a minimum period of one year from the date, as the tender are finalized / awarded.

16. Settlement of disputes – Director, NEIGRIHMS or his authorized representative shall be the final authority in all disputes and decision will be binding on all concerned.

For any clarification and further details please contact @ Telephone No: 0364 -2538032 or contact in person during office hours.

Sd/-
Stores & Procurement Officer,
For and on behalf of Director, NEIGRIHMS, Shillong
A. PREAMBLE:

1. Definitions and Abbreviations:

1.1 The following definitions and abbreviations, which have been used in these documents shall have the meanings as indicated below:

1.2 Definitions:

(i) “Purchaser” means the NORTH EASTERN INDIRA GANDHI REGIONAL INSTITUTE OF HEALTH AND MEDICAL SCIENCES (NEIGRIHMS), Mawdiangdiang, Shillong 793 018 (Meghalaya)

(ii) “Tender” means Bids /Quotation /Offer received from a Company /Firm /Tenderer.

(iii) “Tenderer” means Bidder/ the Individual or Firm /Company submitting Bids /Quotation / Tender

(iv) “Supplier” means the individual or the firm supplying the goods and services as incorporated in the contract.

(v) “Goods” means the articles, material, commodities, livestock, furniture, fixtures, raw material, spares, instruments, machinery, equipment, medical equipment, industrial plant etc. which the supplier is required to supply to the purchaser under the contract.

(vi) “Services” means services allied and incidental to the supply of goods, such as transportation, installation, commissioning, provision of technical assistance, training, after sales service, maintenance service and other such obligations of the supplier covered under the contract.

(vii) “Earnest Money Deposit” (EMD) means Bid Security/ monetary or financial guarantee to be submitted online and offline by a tenderer along with the techno-commercial bid.

(viii) “Contract” means the written agreement entered into between the purchaser and/or consignee and the supplier, together with all the documents mentioned therein and including all attachments, annexure etc. therein.

(ix) “Performance Security” means monetary or financial guarantee to be furnished by the successful tenderer for due performance of the contract placed on it. Performance Security is also known as Security Deposit.

(x) “Consignee” means the Hospital/Institute/concerned user department/ person to whom the goods are required to be delivered as specified in the Contract. If the goods are required to be delivered to a person as an interim consignee for the purpose of despatch to another person as provided in the Contract then that “another” person is the consignee, also known as ultimate consignee.

(xi) “Specification” means the document/standard that prescribes the requirement with which goods or service has to conform.

(xii) “Inspection” means activities such as measuring, examining, testing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement to determine conformity.

(xiii) “Day” means calendar day.

1.3 Abbreviations:

(i) “T E Document” means Tender Enquiry Document

(ii) “NIT” means Notice Inviting Tenders.

(iii) “GIT” means General Instructions to Tenderers

(iv) “SIT” means Special Instructions to Tenderers

(v) “GCC” means General Conditions of Contract

(vi) “SCC” means Special Conditions of Contract
2. Introduction

2.1 The Purchaser has issued TE documents for purchase of goods and related services which also indicates, *interalia*, the required delivery schedule, terms and place of delivery.

2.2 This section (Section II - “General Instruction Tenderers”) provides the relevant information as well as instructions to assist the prospective tenderers in preparation and online submission of tenders. It also includes the mode and procedure to be adopted by the purchaser for online receipt and online opening as well as online scrutiny and online evaluation of tenders and subsequent placement of contract.
2.3 The tenderers shall also read the Special Instructions to Tenderers (SIT) related to this purchase, as contained in Section III of these documents and follow the same accordingly. Whenever there is a conflict between the GIT and the SIT, the provisions contained in the SIT shall prevail over those in the GIT.

2.4 Before formulating the tender and online submitting the same to the purchaser, the tenderer should read and examine all the terms, conditions, instructions, checklist etc. contained in the TE documents. Failure to provide and/or comply with the required information, instructions etc. incorporated in these TE documents may result in rejection of its tender.

3. Availability of Funds

3.1 Expenditure to be incurred for the proposed purchase will be met from the funds available with the purchaser/consignee.

4. Language of Tender

4.1 The tender submitted online by the tenderer and all subsequent correspondence and documents relating to the tender exchanged between the tenderer and the purchaser, shall be written in the English language, unless otherwise specified in the Tender Enquiry. However, the language of any printed literature furnished by the tenderer in connection with its tender may be written in any other language provided the same is accompanied by an English translation and, for purposes of interpretation of the tender, the English translation shall prevail.

4.2 The tender submitted online by the tenderer and all subsequent correspondence and documents relating to the tender exchanged between the tenderer and the purchaser, may also be written in the Hindi language, provided that the same are accompanied by English translation, in which case, for purpose of interpretation of the tender etc, the English translations shall prevail.

5. Eligible Tenderers

5.1 This invitation for tenders is open to all suppliers who fulfil the eligibility criteria specified in these documents.

6. Eligible Goods and Services

6.1 All goods and related services to be supplied under the contract shall have their origin in India or any other country with which India has not banned trade relations. The term origin used in this clause means the place where the goods are mined, grown, produced, or manufactured or from where the related services are arranged and supplied.

7. Tendering Expense

7.1 The tenderer shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its tender including preparation, mailing and online submission of its tender and for subsequent processing the same. The purchaser will, in no case be responsible or liable for any such cost, expenditure etc regardless of the conduct or outcome of the tendering process.

B. TENDER ENQUIRY DOCUMENTS:

8. Content of Tender Enquiry Documents

The relevant details of the required goods and services, the terms, conditions and procedure for tendering, tender evaluation, placement of contract, the applicable contract terms and, also, the standard formats to be used for this purpose are incorporated in the above-mentioned documents. The interested tenderers are expected to examine all such details, etc to proceed further.

9. Amendments to TE documents

9.1 At any time prior to the deadline for online submission of tenders, the purchaser may, for any reason deemed fit by it, modify the TE documents by issuing suitable amendment(s) to it.

9.2 Such an amendment will be notified /displayed in the website: www.eprocure.gov.in and www.neigrihms.gov.in
9.3 In order to provide reasonable time to the prospective tenderers to take necessary action in preparing their tenders as per the amendment, the purchaser may, at its discretion, extend the deadline for the submission of tenders and other allied time frames, which are linked with that deadline.

10. Clarification of TE documents

10.1 A tenderer requiring any clarification or elucidation on any issue of the TE documents may take up the same with the purchaser in writing. The purchaser will respond in writing to such request provided the same is received by the purchaser not later than fifteen days (unless otherwise specified in the SIT) prior to the prescribed date of online submission of tender.

C. PREPARATION OF TENDERS:

11. Documents Comprising the Tender

11.1 The Two Tender System, i.e., “Techno – Commercial Tender” and “Price /Finance Tender” prepared by the tenderer shall comprise the following:

A) Techno – Commercial Tender (Un priced Tender)

i) Earnest money furnished in accordance with GIT clause 19.1 alternatively, documentary evidence as per GIT clause 19.2 for claiming exemption from payment of earnest money.

ii) Tender Form as per Section X (Un -priced).

iii) Documentary evidence, as necessary in terms of clauses 5 and 17 establishing that the tenderer is eligible to submit the tender and, also, qualified to perform the contract if its tender is accepted.

iv) Tenderer/Agent who quotes for goods manufactured by other manufacturer shall furnish Manufacturer’s Authorisation Form. While giving authorization to agent, to quote on their behalf, manufacturer has to give the reasons for not quoting directly against this tender.

v) Power of Attorney in favour of signatory of TE documents and signatory of Manufacturer’s Authorisation Form

vi) Documents and relevant details to establish in accordance with GIT clause 18 that the goods and the allied services to be supplied by the tenderer conform to the requirement of the TE documents.

vii) Performance Statement as per section IX along with relevant copies of orders and end users’ satisfaction certificate.

viii) Price Schedule as per BOQ (Financial Bid) with all the details including Make, Model etc. of the goods offered with prices blank (without indicating any prices).

ix) Certificate of Incorporation in the country of origin.

x) Checklist as per Section XXI.

B) Price Tender:

The information given at clause no. 11.1 (A) ii & viii above should be reproduced with the prices indicated.

N.B.

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

11.2 The authorized signatory of the tenderer must sign the tender duly stamped at appropriate places and initial all the remaining pages of the tender.

11.3 A tender, which does not fulfill any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.

11.4 Tender document sent by Speed Post /Registered Post /Courier /Fax /Mail or any other related mode, other than by online submission, through www.eprocure.gov.in shall be ignored.

12. Tender currencies
12.1 The tenderer supplying indigenous goods or already imported goods shall quote only in Indian Rupees.

12.2 For imported goods if supplied directly from abroad, prices shall be quoted in any freely convertible currency say US Dollar, Euro, GBP or Japanese Yen. As regards price(s) for allied services, if any required with the goods, the same shall be converted to Indian Rupees only if such services are to be performed/undertaken in India. Commission for Indian Agent, if any and if payable shall be indicated in the space provided for in the price schedule and will be converted/payable in Indian Rupees only.

Bidders who quote tender in US DOLLAR or any other currency other than INR, should quote price in BOQ in that particular currency only though quoted amount will displayed in the BOQ in INR, It will be converted into US Dollars while evaluation of tender.

12.3 Tenders, where prices are quoted in any other way shall be treated as non-responsive and rejected.

13 Tender Prices

13.1 The Tenderer shall indicate on the Price Schedule (BOQ –Financial Bid) provided all the specified components of prices shown therein including the unit prices and total tender prices of the goods and services it proposes to supply against the requirement. All the columns shown in the price schedule should be filled up as required. If any column does not apply to a tenderer, same should be clarified as “0” by the tenderer in the BOQ given in excel sheet format.

13.2 If there is more than one schedule in the List of Requirements, the tenderer has the option to submit its quotation for any one or more schedules and, also, to offer special discount for combined schedules. However, while quoting for a schedule, the tenderer shall quote for the complete requirement of goods and services as specified in that particular schedule.

13.3 The quoted prices for goods offered from within India and that for goods offered from abroad are to be indicated separately in the applicable Price Schedules (BOQ –Financial Bid).

13.4 While filling up the columns of the Price Schedule (BOQ –Financial Bid), the following aspects should be noted for compliance:

13.4.1 For domestic goods or goods of foreign origin located within India, the prices in the corresponding price schedule shall be entered separately in the following manner:

a) The price of the goods, quoted ex-factory/ ex-showroom/ ex-warehouse/ off-the-shelf, as applicable, including all taxes and duties like GST, CGST, IGST, Custom Duty, Excise Duty etc. already paid or payable on the components and raw material used in the manufacture or assembly of the goods quoted ex-factory etc. or on the previously imported goods of foreign origin quoted ex-showroom etc;

b) Any sales or other taxes and any duties including excise duty, which will be payable on the goods in India if the contract is awarded;

c) Charges towards Packing & Forwarding, Inland Transportation, Insurance, Loading/Unloading and other local costs incidental to delivery of the goods to their final destination as specified in the List of Requirements and Price Schedule;

d) The price of Incidental Services, as mentioned in List of Requirements and Price Schedule;

e) The prices of Turnkey (if any), as mentioned in List of Requirements, Technical Specification and Price Schedule; and

f) The price of annual CMC, as mentioned in List of Requirements, Technical Specification and Price Schedule.

13.4.2 For goods offered from abroad, the prices in the corresponding price schedule shall be entered separately in the following manner:

a) The price of goods quoted FOB port of shipment, as indicated in the List of Requirements and Price Schedule;

b) The price of goods quoted CIF port of entry in India as indicated in the List of Requirements and Price Schedule;
c) The price of goods quoted DDP at consignee site in India as indicated in the List of Requirements, Price Schedule and Consignee List;

d) Wherever applicable, the amount of custom duty with CDEC applicable on CIF value on the goods to be imported;

e) The charges for Loading/Unloading, Inland transportation, Insurance and other local costs, Incidental cost to delivery of the goods from the port of entry in India to Consignee Site, as specified in the List of Requirements and Price Schedule;

f) The charges for Incidental Services, as in the List of Requirements and Price Schedule;

g) The prices of Turnkey (if any), as mentioned in List of Requirements, Technical Specification and Price Schedule; and

h) The price of Annual CMC, as mentioned in List of Requirements, Technical Specification and Price Schedule.

13.5 Additional information and instruction on Duties and Taxes:

13.5.1 If the Tenderer desires to ask for Excise duty, GST, CGST, IGST, Custom Duty, Works Contract Tax etc. to be paid extra, the same must be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such duties and taxes and no claim for the same will be entertained later.

13.5.2 Excise Duty:

a) If reimbursement of excise duty is intended as extra over the quoted prices, the supplier must specifically say so also indicating the rate, quantum and nature of the duty applicable. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of excise duty will be entertained after the opening of tenders.

b) If a Tenderer chooses to quote a price inclusive of excise duty and also desires to be reimbursed for variation, if any, in the excise duty during the time of supply, the tenderer must clearly mention the same and also indicate the rate and quantum of excise duty included in its price. Failure to indicate all such details in clear terms may result in rejection of that tender.

c) Subject to sub clauses 13.5.2 (a) & (b) above, any change in excise duty upward/downward as a result of any statutory variation in excise duty taking place within contract terms shall be allowed to the extent of actual quantum of excise duty paid by the supplier. In case of downward revision in excise duty, the actual quantum of reduction of excise duty shall be reimbursed to the purchaser by the supplier. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the supplier.

13.5.3 Sales Tax:

If a tenderer asks for GST, CGST, IGST and Works Contract Tax to be paid extra, the rate and nature of sales tax applicable should be shown separately. The GST, CGST, IGST and Works Contract Tax will be paid as per the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sale is legally liable to GST, CGST, IGST and Works Contract Tax and is payable as per the terms of the contract. If any refund of Tax is received at a later date, the Supplier must return the amount forthwith to the purchaser.

13.5.4 Octroi Duty and Local Duties & Taxes:

Normally, goods to be supplied to government departments against government contracts are exempted from levy of town duty, Octroi duty, terminal tax and other levies of local bodies. However, on some occasions, the local bodies (like town body, municipal body etc.) as per their regulations allow such exemptions only on production of certificate to this effect from the concerned government department. Keeping this in view, the supplier shall ensure that the stores to be supplied by the supplier against the contract placed by the purchaser are exempted from levy of any such duty or tax and, wherever necessary, obtain the exemption certificate from the purchaser.

However, if a local body still insists upon payment of such local duties and taxes, the same should be paid by the supplier to the local body to avoid delay in supplies and possible demurrage charges and obtain a receipt for the same. The supplier should forward the receipt obtained for such payment to the purchaser to enable the purchaser reimburse the supplier and take other necessary action in the matter.
13.5.5 **Customs Duty:**

In respect of imported stores offered from abroad, the tenderer shall specify the rate as well as the total amount of customs duty payable with CDEC, if applicable, on the quoted goods in the Price Schedule. The tenderer shall also indicate the corresponding Indian Customs Tariff Number applicable for the goods in question.

13.6 For transportation of imported goods offered from abroad, relevant instructions as incorporated under GCC Clause 10 shall be followed.

13.7 For insurance of goods to be supplied, relevant instructions as provided under GCC Clause 11 shall be followed.

13.8 Unless otherwise specifically indicated in this TE document, the terms FCA, FOB, FAS, CIF, CIP, DDP etc. for imported goods offered from abroad, shall be governed by the rules & regulations prescribed in the current edition of INCOTERMS, published by the International Chamber of Commerce, Paris.

13.9 The need for indication of all such price components by the tenderers, as required in this clause (viz., GIT clause 13) is for the purpose of comparison of the tenders by the purchaser and will no way restrict the purchaser’s right to award the contract on the selected tenderer on any of the terms offered.

14. **Indian Agent**

14.1 If a foreign tenderer has engaged an agent in India in connection with its tender, the foreign tenderer, in addition to indicating Indian agent’s commission, if any, in a manner described under GIT sub clause 12.2 above, shall also furnish the following information:

a) The complete name and address of the Indian Agent and its permanent income tax account number as allotted by the Indian Income Tax authority.

b) The details of the services to be rendered by the agent for the subject requirement.

c) Details of Service outlets in India, nearest to the consignee(s), to render services during Warranty and CMC period.

15. **Firm Price**

15.1 Unless otherwise specified in the SIT, prices quoted by the tenderer shall remain firm and fixed during the currency of the contract and not subject to variation on any account.

15.2 However, as regards taxes and duties, if any, chargeable on the goods and payable, the conditions stipulated in GIT clause 13 will apply.

16. **Alternative Tenders**

16.1 Alternative Tenders are not permitted.

16.2 If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product. In a tender, either the Indian Agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.

17 **Documents Establishing Tenderer’s Eligibility and Qualifications**

17.1 Pursuant to GIT clause 11, the tenderer shall furnish, as part of its tender, relevant details and documents establishing its eligibility to quote and its qualifications to perform the contract if its tender is accepted.

17.2 The documentary evidence needed to establish the tenderer’s qualifications shall fulfil the following requirements:

a) In case the tenderer offers to supply goods, which are manufactured by some other firm, the tenderer has been duly authorised by the goods manufacturer to quote for and supply the goods to the purchaser. The tenderer shall submit the manufacturer’s authorization letter to this effect as per the standard form provided under Section XIV in this document.

b) The tenderer has the required financial, technical and production capability necessary to perform the contract and, further, it meets the qualification criteria incorporated in the Section IX in these documents.
c) In case the tenderer is not doing business in India, it is duly represented by an agent stationed in India fully equipped and able to carry out the required contractual functions and duties of the supplier including after sale service, maintenance & repair etc. of the goods in question, stocking of spare parts and fast moving components and other obligations, if any, specified in the conditions of contract and/or technical specifications.

d) In case the tenderer is an Indian agent/authorized representative quoting on behalf of a foreign manufacturer for the restricted item, the Indian agent/authorized representative is already enlisted under the Compulsory Enlistment Scheme of Ministry of Finance, Govt. of India operated through Directorate General of Supplies & Disposals (DGS&D), New Delhi.

18. Documents establishing Good’s Conformity to TE document.

18.1 The tenderer shall provide in its tender the required as well as the relevant documents like technical data, literature, drawings etc. to establish that the goods and services offered in the tender fully conform to the goods and services specified by the purchaser in the TE documents. For this purpose the tenderer shall also provide a clause-by-clause commentary on the technical specifications 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.

18.2 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.

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

19. Earnest Money Deposit (EMD)

19.1 Pursuant to GIT clauses 8.1 and 11.1(d) the tenderer shall furnish along with its tender, earnest money for amount as shown in the List of Requirements. The earnest money is required to protect the purchaser against the risk of the tenderer’s unwarranted conduct as amplified under sub-clause 19.7 below.

19.2 The EMD shall be forfeited if successful bidder fails to undertake the contract or fails to comply with any of the terms & conditions of the contract.

19.3 The Earnest money shall be denominated in Indian Rupees or equivalent currencies as per GIT clause 12.2. The Earnest money shall be furnished in one of the following forms:

   i) Account Payee Demand Draft
   ii) Fixed Deposit Receipt
   iii) Banker’s cheque and
   iv) Bank Guarantee

19.4 The demand draft, fixed deposit receipt or banker’s cheque shall be drawn on any Nationalised bank in India or country of the tenderer, in favour of the “Deputy Director (Admn.), NEIGRIHMS, Shillong”. In case of bank guarantee, the same is to be provided from any Nationalised bank in India or country of the tenderer as per the format specified under Section XIII in these documents.

19.5 The Earnest money shall be valid for a period of Forty Five (45) days beyond the validity period of the tender. As validity period of Tender as per Clause 20 of GIT is 1 year.

19.6 Unsuccessful tenderers’ earnest money will be returned to them without any interest, after expiry of the tender validity period, but not later than thirty days after conclusion of the resultant contract. Successful tenderer’s earnest money will be returned without any interest, after receipt of performance security from that tenderer.

19.7 Earnest Money is required to protect the purchaser against the risk of the Tenderer’s conduct, which would warrant the forfeiture of the EMD. Earnest money of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the purchaser. The successful tenderer’s earnest money will be forfeited without prejudice to other rights of Purchaser if it fails to furnish the required performance security within the specified period.
19.8 In the case of Bank Guarantee furnished from banks outside India (i.e. foreign Banks), it should be authenticated and countersigned by any nationalised bank in India by way of back-to-back counter guarantee.

20. Tender Validity

20.1 The tendered rates and the validity of bids shall be for a minimum period of one year from the date, as the tender are finalized /awarded. Any tender valid for a shorter period shall be treated as unresponsive and rejected.

20.2 In exceptional cases, the tenderers may be requested by the purchaser to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by surface mail or by fax/telex/cable followed by surface mail. The tenderers, who agree to extend the tender validity, are to extend the same without any change or modification of their original tender and they are also to extend the validity period of the EMD accordingly. A tenderer, however, may not agree to extend its tender validity without forfeiting its EMD.

20.3 In case the day up to which the tenders are to remain valid falls on/ subsequently declared a holiday or closed day for the purchaser, the tender validity shall automatically be extended up to the next working day.

21. Signing and Sealing of Tender

21.1 The tenderers shall submit their tenders online as per the instructions contained in GIT Clause 11.

21.2 Deleted

21.3 The original and other copies of the tender shall either be typed or written in indelible ink and the same shall be signed by the tenderer or by a person(s) who has been duly authorized to bind the tenderer to the contract, scanned and upload online at www.eprocure.gov.in. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the tender.

21.4 All the copies of 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.

21.5 The tenderer has to scan all the documents and upload the same, as prescribed above.

21.6 TE document seeks quotation following two Tender System, in two parts. First part will be known as ‘Techno-Commercial Tender’, and the second part ‘Price Tender’ as specified in clause 11 of GIT.

D. SUBMISSION OF TENDERS

22. Online Submission of Tenders

22.1 The tenderers are to submit the tenders online (Techno – Commercial bid and Finance bid) at www.eprocure.gov.in

22.2 The tenderers must ensure that they deposit their tenders not later than the closing time and date specified for online submission of tenders. In the event of the specified date for 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.

22.3 The participating bidders in the tender should register themselves free of cost on the e-procurement platform in the website www.eprocurement.gov.in

22.4 Bidders can log-in to the e-procurement platform in Secure mode only by signing with the Digital certificates.

22.5 The bidders who are desirous of participating in e-procurements shall submit their technical bids, price bids as per the standard formats available at the e-market place.

22.6 The bidders shall sign on all the statements, documents certificates uploaded by them, owning responsibility for their correctness/authenticity.

22.7 The bidders should scan and upload the respective documents in Technical Documentation as per the check list.

22.8 The rates should be quoted as per the BOQ downloaded for that particular tender.

23. Late Tender
A tender, which is received after the specified date and time for receipt of online tenders will be treated as “late” tender and will be ignored.

24. Alteration and Withdrawal of Tender

24.1 As per provision in the Central Public Procurement Portal where the e-procurement system will be operating.

24.2 No tender should be withdrawn after the deadline for submission of tender and before expiry of the tender validity period. If a tenderer withdraws the tender during this period, it will result in forfeiture of the Earnest money furnished by the tenderer in its tender.

E. TENDER OPENING

25. Opening of Tenders

25.1 The purchaser will open the tenders online at the specified date and time and at the specified place as indicated in the NIT.

In case the specified date of tender opening falls on / is subsequently declared a holiday or closed day for the purchaser, the tenders will be opened at the appointed time and place on the next working day.

25.2 Authorized representatives of the tenderers may attend the online tender opening provided they bring with them letters of authority from the corresponding tenderers.

The tender opening official(s) will prepare a list of the representatives attending the tender opening. The list will contain the representatives’ names & signatures and corresponding tenderers’ names and addresses.

25.3 Two - Tender system as mentioned in para 21.6 above will be as follows. The Techno - Commercial Tenders are to be opened in the first instance, at the prescribed time and date as indicated in NIT. These Tenders shall be scrutinized and evaluated by the competent committee/ authority with reference to parameters prescribed in the TE document. During the Techno - Commercial Tender opening, the tender opening official(s) will read the salient features of the tenders like brief description of the goods offered, delivery period, Earnest Money Deposit and any other special features of the tenders, as deemed fit by the tender opening official(s). Thereafter, in the second stage, the Price Tenders of only the Techno - Commercially acceptable offers (as decided in the first stage) shall be opened for further scrutiny and evaluation on a date notified after the evaluation of the Techno – Commercial tender. The prices, special discount if any of the goods offered etc., as deemed fit by tender opening official(s) will be read out.

F. SCRUTINY AND EVALUATION OF TENDERS

26. Basic Principle

26.1 Tenders will be evaluated on the basis of the terms & conditions already incorporated in the TE document, based on which tenders have been received and the terms, conditions etc. mentioned by the tenderers in their tenders. No new condition will be brought in while scrutinizing and evaluating the tenders.

27. Preliminary Scrutiny of Tenders

27.1 The Purchaser will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished and whether the Tenders are generally in order.

27.2 Prior to the detailed evaluation of Price Tenders, pursuant to GIT Clause 34, the Purchaser will determine the substantial responsiveness of each Tender to the TE Document. For purposes of these clauses, a substantially responsive Tender is one, which conforms to all the terms and conditions of the TE 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 15), EMD (GIT Clause 19), Taxes & Duties (GCC Clause 20), Force Majeure (GCC Clause 26) and Applicable law (GCC Clause 31) will be deemed to be a material deviation. The Purchaser's determination of a Tender’s responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

27.3 If a Tender is not substantially responsive, it will be rejected by the Purchaser
27.4 The tenders will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the TE document. The tenders, which do not meet the basic requirements, are liable to be treated as non–responsive and will be summarily ignored.

27.5 The following are some of the important aspects, for which a tender shall be declared non–responsive and will be summarily ignored:

(i) Tender form as per Section X (signed and stamped) is not uploaded.
(ii) Tender is to be digitally signed during the process of submitting/uploading.
(iii) Tender validity is shorter than the required period.
(iv) Required EMD (Amount, validity etc.)
(v) Tenderer has quoted for goods manufactured by other manufacturer(s) without the required Manufacturer’s Authorisation Form as per Section XIV.
(vi) Tenderer has not agreed to give the required performance security.
(vii) Goods offered are not meeting the tender enquiry specification.
(viii) Tenderer has not agreed to other essential condition(s) specially incorporated in the tender enquiry like terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law.
(ix) Poor/ unsatisfactory past performance.
(x) Tenderers who stand deregistered/banned/blacklisted by any Govt. Authorities.
(xi) Tenderer is not eligible as per GIT Clauses 5.1 & 17.1.
(xii) Tenderer has not quoted for the entire quantity as specified in the List of Requirements in the quoted schedule.

28. Minor Infirmitiy/Irregularity/Non-Conformity

28.1 If during the preliminary examination, the purchaser find any minor informality and/or irregularity and/or non-conformity in a tender, the purchaser may waive the same provided it does not constitute any material deviation and financial impact and, also, does not prejudice or affect the ranking order of the tenderers. Wherever necessary, the purchaser will convey its observation on such ‘minor’ issues to the tenderer by registered/speed post etc. asking the tenderer to respond by a specified date. If the tenderer does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.

29. Discrepancies in Prices

29.1 The prices offered by the bidders in the given BOQ will be taken as final. Claims, if any, in respect of any changes in the offered prices shall not be acceptable at any point of time.

29.2 If, as per the judgement of the purchaser, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the tenderer by registered / speed post. If the tenderer does not agree to the observation of the purchaser, the tender is liable to be ignored.

30. Discrepancy between original and copies of Tender

30.1 In case any discrepancy is observed between the text etc. of the original copy and that in the other copies of the same tender set, the text etc. of the original copy shall prevail. Here also, the purchaser will convey its observation suitably to the tenderer by register / speed post and, if the tenderer does not accept the purchaser’s observation, that tender will be liable to be ignored.

31. Qualification Criteria

31.1 Tenders of the tenderers, who do not meet the required Qualification Criteria prescribed in Section IX, will be treated as non - responsive and will not be considered further.

32. Conversion of tender currencies to Indian Rupees

32.1 In case the TE document permits the tenderers to quote their prices in different currencies, all such quoted prices of the responsive tenderers will be converted to a single currency viz., Indian Rupees for the purpose of equitable comparison and evaluation, as per the reference rates established by the Reserve Bank of India for similar transactions, as on the date of price bid opening /approval of the competent authority /financial concurrence, whichever is lower

33. Schedule-wise Evaluation
33.1 In case the List of Requirements contains more than one schedule, the responsive tenders will be evaluated and compared separately for each schedule. The tender for a schedule will not be considered if the complete requirements prescribed in that schedule are not included in the tender. However, as already mentioned in GIT sub clause 13.2, the tenderers have the option to quote for any one or more schedules and offer discounts for combined schedules. Such discounts wherever applicable will be taken into account to determine the lowest evaluated cost for the purchaser in deciding the successful tenderer for each schedule, subject to tenderer(s) being responsive.

34. **Comparison of Tenders**

Unless mentioned otherwise in Section – III – Special Instructions to Tenderers and Section – VI – List of Requirements, the comparison of the responsive tenders shall be carried out on Delivery Duty Paid (DDP) consignee site basis. The quoted turnkey prices and CMC prices will also be added for comparison/ranking purpose for evaluation.

35. **Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders**

35.1 Further to GIT Clause 34 above, the purchaser’s evaluation of a tender will include and take into account the following:

i) In the case of goods manufactured in India or goods of foreign origin already located in India, GST & other similar taxes and excise duty & other similar duties, Customs Duties, Works Contract Tax etc which will be contractually payable (to the tenderer), on the goods if a contract is awarded on the tenderer; and ii) in the case of goods of foreign origin offered from abroad, customs duty and other similar import duties/taxes, which will be contractually payable (to the tenderer) on the goods if the contract is awarded on the tenderer.

35.2 The purchaser’s evaluation of tender will also take into account the additional factors, if any, incorporated in SIT in the manner and to the extent indicated therein.

35.3 The Purchaser reserves the right to give the price preference and purchase preference to central public sector undertakings as per the instruction in vogue while evaluating, comparing and ranking the responsive tenders.

36. **Tenderer’s capability to perform the contract**

36.1 The purchaser, through the above process of tender scrutiny and tender evaluation will determine to its satisfaction whether the tenderer, whose tender has been determined as the lowest evaluated responsive tender is eligible, qualified and capable in all respects to perform the contract satisfactorily. If, there is more than one schedule in the List of Requirements, then, such determination will be made separately for each schedule.

36.2 The above-mentioned determination will, interalia, take into account the tenderer’s financial, technical and production capabilities for satisfying all the requirements of the purchaser as incorporated in the TE document. Such determination will be based upon scrutiny and examination of all relevant data and details submitted by the tenderer in its tender as well as such other allied information as deemed appropriate by the purchaser.

37. **Contacting the Purchaser/Rejection of Bids**

37.1 From the time of submission of tender to the time of awarding the contract, if a tenderer needs to contact the purchaser for any reason relating to this tender enquiry and / or its tender, it should do so only in writing.

37.2 In case a tenderer attempts to influence the purchaser in the purchaser’s decision on scrutiny, comparison & evaluation of tenders and awarding the contract, the tender of the tenderer shall be liable for rejection in addition to appropriate administrative actions being taken against that tenderer, as deemed fit by the purchaser.

37.3 All bids submitted by the bidder shall be rejected if;

- Lack of effective competition
- Bids /Proposal are not substantially responsive, as per bid document
- Bids/Proposal prices are substantially higher that the updated cost estimate or available budget
- Not meeting the technical requirement

**G. AWARD OF CONTRACT**

38. **Purchaser’s Right to accept any tender and to reject any or all tenders**
38.1 The purchaser reserves the right to accept in part or in full any tender or reject any or more tender(s) without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected tenderer or tenderers.

39. Award Criteria

39.1 Subject to GIT clause 38 above, the contract will be awarded to the lowest evaluated responsive tenderer decided by the purchaser in terms of GIT Clause 36.

40. Variation of Quantities at the Time of Award/ Currency of Contract

40.1 At the time of awarding the contract, the purchaser reserves the right to increase or decrease by up to twenty five (25) per cent, the quantity of goods and services mentioned in the schedule(s) in the “List of Requirements” (rounded of to next whole number) without any change in the unit price and other terms & conditions quoted by the tenderer.

40.2 If the quantity has not been increased at the time of the awarding the contract, the purchaser reserves the right to increase by up to twenty five (25) per cent, the quantity of goods and services mentioned in the contract (rounded of to next whole number) without any change in the unit price and other terms & conditions mentioned in the contract, during the currency of the contract.

41. Notification of Award

41.1 Before expiry of the tender validity period, the purchaser will notify the successful tenderer(s) in writing, by registered / speed post or by fax/ telex/cable (to be confirmed by registered / speed post) automatic e-mail generated communication, that its tender for goods & services, which have been selected by the purchaser, has been accepted, also briefly indicating therein the essential details like description, specification and quantity of the goods & services and corresponding prices accepted. The successful tenderer must furnish to the purchaser the required performance security within twenty-one days from the date of dispatch of this notification. Relevant details about the performance security have been provided under GCC Clause 5 under Section IV.

41.2 The Notification of Award shall constitute the conclusion of the Contract.

41.3 Bidders/tenderer undertake to sign the contract agreement within 15 (fifteen) days from the issue of the letter of acceptance /order, failing which EMD/security deposit may be forfeited and name may be removed from the list of suppliers at NEIGRIHMS, Shillong.

42. Issue of Contract

42.1 Promptly after notification of award, the purchaser will mail the contract form (as per Section XVI) duly completed and signed, in duplicate, to the successful tenderer by registered / speed post.

42.2 Within fifteen days from the date of the contract, the successful tenderer shall return the original copy of the contract, duly signed and dated, to the purchaser by registered / speed post.

42.3 The purchaser reserves the right to issue the Notification of Award consignee wise.

43. Non-receipt of Performance Security and Contract by the Purchaser

43.1 Failure of the successful tenderer in providing performance security and / or returning contract copy duly signed in terms of GIT clauses 41 and 42 above shall make the tenderer liable for forfeiture of its EMD and, also, for further actions by the purchaser against it.

44. Return of EMD

44.1 The earnest money of the successful tenderer and the unsuccessful tenderers will be returned to them without any interest, whatsoever, in terms of GIT Clause 19.6.

45. Publication of Tender Result

45.1 The name and address of the successful tenderer(s) receiving the contract(s) will be mentioned in the CPPP/notice board/bulletin/web site /Stores & purchase section of the purchaser.

46. Corrupt or Fraudulent Practices
It is required by all concerned namely the Consignee/Tenderers/Suppliers etc to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser:

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

"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

"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;

Will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the purchaser if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.
SECTION - III
SPECIAL INSTRUCTIONS TO TENDERERS (SIT)

The following Special Instructions to Tenderers will apply for this purchase. These special instructions will modify/substitute/supplement the corresponding General Instructions to Tenderers (GIT) incorporated in Section II. The corresponding GIT clause numbers have also been indicated in the text below:

In case of any conflict between the provision in the GIT and that in the SIT, the provision contained in the SIT shall prevail.

A  Preamble
No Change

B  TE documents
No Change

C  Preparation of Tenders
No Change

D  Submission of Tenders
GIT Clause 22.1

Tenderers shall ensure that their tenders, complete in all respects shall be scanned and submitted online at www.eprocure.gov.in within the stipulated date and time.

It is advised to all bidders to submit their bids well before the closing date/time to avoid any difficulties in bidding process during the closing hour.

E  Tender Opening
No Change

F  Scrutiny and Evaluation of Tenders
No Change

G  Award of Contract
No Change
SECTION - IV
GENERAL CONDITIONS OF CONTRACT (GCC)

1. Application

1.1 The General Conditions of Contract incorporated in this section shall be applicable for this purchase to the extent the same are not superseded by the Special Conditions of Contract prescribed under Section V, List of requirements under Section VI and Technical Specification under Section VII of this document.

2. Use of contract documents and information

2.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract or any provision thereof including any specification, drawing, sample or any information furnished by or on behalf of the purchaser in connection therewith, to any person other than the person(s) employed by the supplier in the performance of the contract emanating from this TE document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purposes of such performance for this contract.

2.2 Further, the supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC sub-clause 2.1 above except for the sole purpose of performing this contract.

2.3 Except the contract issued to the supplier, each and every other document mentioned in GCC sub-clause 2.1 above shall remain the property of the purchaser and, if advised by the purchaser, all copies of all such documents shall be returned to the purchaser on completion of the supplier’s performance and obligations under this contract.

3. Patent Rights

3.1 The supplier shall, at all times, indemnify and keep indemnified the purchaser, free of cost, against all claims which may arise in respect of goods & services to be provided by the supplier under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trade marks etc. being made against the purchaser, the purchaser shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to the purchaser.

4. Country of Origin

4.1 All goods and services to be supplied and provided for the contract shall have the origin in India or in the countries with which the Government of India has trade relations.

4.2 The word “origin” incorporated in this clause means the place from where the goods are mined, cultivated, grown, manufactured, produced or processed or from where the services are arranged.

The country of origin may be specified in the Price Schedule

5. Performance Security

5.1 Within thirty (30) days from date of the issue of notification of award by the purchaser, the supplier, shall furnish performance security to the purchaser at 10% of the contract value costing more than 50 lakhs and 5% of the contract value costing less than 50 lakhs, valid up to sixty days after the date of completion of all contractual obligations by the supplier, including the warranty obligations.

5.2 The Performance security shall be denominated in Indian Rupees or in the currency of the contract as detailed below:

a) It shall be in any one of the forms namely Account Payee Demand Draft or Fixed Deposit Receipt drawn from any Scheduled bank in India or Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in section XV of this document in favour of the purchaser. The validity of the Fixed Deposit receipt or Bank Guarantee will be for a period up to 2 months beyond Warranty Period.
5.3 In the event of any failure /default of the supplier with or without any quantifiable loss to the government including furnishing of consignee wise Bank Guarantee for CMC security as per Proforma in Section XV, the amount of the performance security is liable to be forfeited.

5.4 In the event of any amendment issued to the contract, the supplier shall, within twenty-one (21) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.

5.5 The supplier shall enter into Annual Comprehensive Maintenance Contract as per the ‘Contract Form – B’ in Section XVI with the purchaser/consignees, 3 (three) months prior to the completion of Warranty Period. The CMC will commence from the date of expiry of the Warranty Period.

5.6 Subject to GCC sub – clause 5.3 above, the purchaser will release the Performance Security without any interest to the supplier on completion of the supplier’s all contractual obligations including the warranty obligations & after receipt of Consignee wise bank guarantee for CMC security in favour of Head of the Institute/ or otherwise stated of the consignee as per the format in Section XV.

5.7 During maintenance & warranty period the bidder’s technical representative, shall attend to the machine /equipment within 48 hours and ensure uptime on immediate basis and shall ensure presence at NEIGRIHMS for 24 hours, after uptime is ensured.

6. Technical Specifications and Standards

6.1 The Goods & Services to be provided by the supplier under this contract shall conform to the technical specifications and quality control parameters mentioned in `Technical Specification' and ‘Quality Control Requirements' under Sections VII and VIII of this document.

7. Packing and Marking

7.1 The packing for the goods to be provided by the supplier should be strong and durable enough to withstand, without limitation, the entire journey during transit including transhipment (if any), rough handling, open storage etc. without any damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract.

7.2 The quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall strictly comply with the requirements as provided in Technical Specifications and Quality Control Requirements under Sections VII and VIII and in SCC under Section V. In case the packing requirements are amended due to issue of any amendment to the contract, the same shall also be taken care of by the supplier accordingly.

7.3 Packing instructions:

Unless otherwise mentioned in the Technical Specification and Quality Control Requirements under Sections VII and VIII and in SCC under Section V, the supplier shall make separate packages for each consignee (in case there is more than one consignee mentioned in the contract) and mark each package on three sides with the following with indelible paint of proper quality:

a. contract number and date
b. brief description of goods including quantity
c. packing list reference number
d. country of origin of goods
e. consignee’s name and full address and
f. supplier’s name and address

8. Inspection, Testing and Quality Control

8.1 The purchaser and/or its nominated representative(s) will, without any extra cost to the purchaser, inspect and/or test the ordered goods and the related services to confirm their conformity to the contract specifications and other quality control details incorporated in the contract. The purchaser shall inform the supplier in advance, in writing, the purchaser's programme for such inspection and,
also the identity of the officials to be deputed for this purpose. The cost towards the transportation, boarding & lodging will be borne by the purchaser and/or its nominated representative(s).

8.2 The Technical Specification and Quality Control Requirements incorporated in the contract shall specify what inspections and tests are to be carried out and, also, where and how they are to be conducted. If such inspections and tests are conducted in the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the supplier to the purchaser’s inspector at no charge to the purchaser.

If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, the purchaser’s inspector may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to the purchaser and resubmit the same to the purchaser’s inspector for conducting the inspections and tests again.

8.4 In case the contract stipulates pre-despatch inspection of the ordered goods at supplier’s premises, the supplier shall put up the goods for such inspection to the purchaser’s inspector well ahead of the contractual delivery period, so that the purchaser’s inspector is able to complete the inspection within the contractual delivery period.

8.5 If the supplier tenders the goods to the purchaser’s inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the supplier. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to the purchaser under the terms & conditions of the contract.

8.6 The purchaser’s/consignee’s contractual right to inspect, test and, if necessary, reject the goods after the goods’ arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by purchaser’s inspector during pre-despatch inspection mentioned above.

8.7 Goods accepted by the purchaser/consignee and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute purchaser’s/consignee’s right to reject the same later, if found deficient in terms of the warranty clause of the contract, as incorporated under GCC Clause 15.

9. Terms of Delivery

9.1 Goods shall be delivered by the supplier in accordance with the terms of delivery specified in the contract.

10. Transportation of Goods

10.1 Instructions for transportation of imported goods offered from abroad:
Unless otherwise mentioned in SCC, the supplier shall follow the instructions mentioned below:

In case of FOB/FAS contracts, shipping arrangements shall be made by the Shipping Co-ordination and Chartering Division/Shipping Co-ordination and Officer, Ministry of Surface Transport, New Delhi, India. Notice about the readiness of Cargo for shipment shall be given by the supplier from time to time at least six weeks in advance for finalising the shipping arrangement, through Fax/Telex and courier, to the Chief Controller of Chartering, Shipping Co-ordination Officer, Ministry of Surface Transport, Government of India, New Delhi. Within three weeks of receipt of the advance notice, as above, the said Chief Controller of Chartering, Shipping Coordination Officer will advise the supplier, through Fax/Telex and courier when and on board what vessels, these goods or such part thereof are to be delivered.

If the advice for shipping arrangement is not furnished to the supplier within three weeks as aforesaid or if the vessel arranged is scheduled to arrive at the specified port of loading later than fifteen days of the date of readiness of cargo, as aforesaid, the supplier may arrange for such transport on alternative carriers with the prior written consent of the purchaser.
Where the supplier is required under the contract to deliver the goods on FOB/FAS basis and to arrange on behalf and at the expense of the purchaser for ocean transportation on Indian flag vessels or vessels of conference lines in which India is a member country, the supplier may arrange for such transportation on alternate carriers if the specified Indian flag vessels or conference vessels are not available to transport the goods within the time period(s) specified in the contract, with the prior written consent of the purchaser.

Should the goods or any part thereof be not delivered on the nominated vessel (except in case where prior written consent of the purchaser was obtained), the supplier will be liable for all payments and expenses that the purchaser may incur or be put to, by reason of such non-delivery including dead and extra freight, demurrage of vessels and any other charges, whatsoever incurred by the purchaser.

The supplier shall not arrange part-shipments and/or transhipment without the express/prior written consent of the purchaser. Where the supplier is required under the contract to deliver the goods under CIF/CIP terms, no further restriction shall be placed on the choice of the ocean carrier except that the shipment shall be made by Indian flag vessel or by vessels belonging to the conference lines in which India is a member country.

In case of airlifting of imported goods offered from abroad, the same will be done only through the National Carrier i.e. Air India wherever applicable.

10.2 Instructions for transportation of domestic goods including goods already imported by the supplier under its own arrangement:

In case no instruction is provided in this regard in the SCC, the supplier will arrange transportation of the ordered goods as per its own procedure.

10.3 In the case of FOB/FCA contract, the date of issue of the Bill of Lading/Air Way Bill shall be considered the date of delivery.

11. Insurance:

11.1 Unless otherwise instructed in the SCC, the supplier shall make arrangements for insuring the goods against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the following manner:

i) Wherever necessary, the goods supplied under the contract shall be fully insured in a freely convertible currency in the manner specified in the contract. If considered necessary, the insurance may be done for coverage on “all risks” basis including war risks and strike clauses. The amount to be covered under insurance should be sufficient to take care of the overall expenditure, which may be incurred due to any such damage, loss etc.

ii) where delivery of imported goods offered from abroad is required by the purchaser on CIF/CIP basis, the supplier shall arrange for insurance for an amount equal to one hundred and ten percent of the CIF or CIP value of the goods from “warehouse to warehouse” (final destination) on “all risks” basis including war risks and strikes and pay for the insurance, making the purchaser as the beneficiary.

iii) Where delivery is on FOB/FAS basis, marine/air insurance shall be the responsibility of the purchaser.

iv) in case of supply of domestic goods on Delivery Duty Paid (DDP) basis, the supplier shall be responsible till the entire stores contracted for arrive in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured. The insurance cover shall be obtained by the Supplier in its own name and not in the name of the Purchaser or its Consignee.

12. Spare parts
If specified in the List of Requirements and in the resultant contract, the supplier shall supply/provide any or all of the following materials, information etc. pertaining to spare parts manufactured and/or supplied by the supplier:

a) The spare parts as selected by the purchaser to be purchased from the supplier, subject to the condition that such purchase of the spare parts shall not relieve the supplier of any contractual obligation including warranty obligations; and

b) In case the production of the spare parts is discontinued:
   i) Sufficient advance notice to the purchaser before such discontinuation to provide adequate time to the purchaser to purchase the required spare parts etc., and
   ii) Immediately following such discontinuation, providing the purchaser, free of cost, the designs, drawings, layouts and specifications of the spare parts, as and if requested by the purchaser.

Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the goods so that the same are supplied to the purchaser promptly on receipt of order from the purchaser.

13. Incidental services

13.1 Subject to the stipulation, if any, in the SCC (Section – V), List of Requirements (Section – VI) and the Technical Specification (Section – VII), the supplier shall be required to perform the following services.
   i) Installation & commissioning, Supervision and Demonstration of the goods
   ii) Providing required jigs and tools for assembly, minor civil works required for the completion of the installation.
   iii) Training of Consignee’s Doctors, Staff, operators etc. for operating and maintaining the goods
   iv) Supplying required number of operation & maintenance manual for the goods


The supplier shall send all the relevant despatch documents well in time to the purchaser to enable the purchaser clear or receive (as the case may be) the goods in terms of the contract.

Unless otherwise specified in the SCC, the usual documents involved and the drill to be followed in general for this purpose are as follows.

A) For Domestic Goods, including goods already imported by the supplier under its own arrangement

Within 24 hours of despatch, the supplier shall notify the purchaser, consignee, and others concerned if mentioned in the contract, the complete details of despatch and also supply the following documents to them by registered post / speed post (or as instructed in the contract):

Four copies of supplier’s invoice showing contract number, goods description, quantity, unit price and total amount;
Consignee Receipt Certificate as per Section XVII in original issued by the authorized representative of the consignee;
Two copies of packing list identifying contents of each package;
Inspection certificate issued by the nominated Inspection agency, if any.
Certificate of origin;
Insurance Certificate; &
Manufacturer’s/Supplier’s warranty certificate & In-house inspection certificate.

B) For goods imported from abroad
Within 24 hours of despatch, the supplier shall notify the purchaser, consignee, and others concerned if mentioned in the contract, the complete details of despatch and also supply the following documents to them by registered post / speed post (or as instructed in the contract):

- Four copies of supplier’s invoice showing contract number, goods description, quantity, unit price and total amount;
- Original and four copies of the negotiable clean, on-board Bill of Lading/Airway bill, marked freight pre-paid and four copies of non-negotiable Bill of Lading/Airway bill;
- Four copies of packing list identifying contents of each package;
- Insurance Certificate;
- Manufacturer’s/Supplier’s warranty certificate;
- Inspection certificate issued by the nominated inspection agency, if applicable as per contract;
- Manufacturer’s own factory inspection report;
- Certificate of origin;
- Port of Loading;
- Port of Discharge and
- Expected date of arrival.

15. **Comprehensive Warranty**

15.1 The supplier warrants comprehensively that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by the purchaser in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials (except when the design adopted and/or the material used are as per the purchaser’s specifications) or workmanship or from any act or omission of the supplier, that may develop under normal use of the supplied goods under the conditions prevailing in India.

15.2 This warranty shall remain valid for five (5) years after the goods or any portion hereof as the case may be, have been delivered to the final destination and installed and commissioned at the final destination and accepted by the purchaser in terms of the contract, unless specified otherwise in the SCC.

   a. No conditional warranty like mishandling, manufacturing defects etc. will be acceptable.
   b. Warranty as well as Comprehensive Maintenance Contract will be inclusive of all accessories /spares and Turnkey work including:
      a. All the walling systems.
      b. All the cables.
      c. All the electrical fittings, including OR lights & ambience lights, Corridors lights, & its control units.
      d. All the spares & accessories related to MGPS (Medical Gas Pipeline System).
      e. All type displays, control panels.
      f. All kind of sensors, (like Door sensors, light sensors, scrub station sensors etc.)
      g. All kind of coils,
      h. All kind of wall panels, spare for motorised windows, Hinges, bearings etc.
      i. Colour for the wall panels, ceilings.
      j. All kind IT equipment’s & related Cables, Connectors, mic, routers, fiber Optic Cables, Encoder, and Decoders etc.
      k. Air-conditioners, AHU(Roof Top Unit), HVAC systems, Electrical Panels & fittings etc.
      l. Periodical Quality testing of Laminar Flow units & AHU units as described.
      m. Accessories related to OR integration (like Hardware, Software, Adopters, Cabling, Connectors etc.).

   c. Replacement and repair will be undertaken for the defective goods.
   d. Proper marking has to be made for all spares for identification like printing of installation and repair dates.

15.3 In case of any claim arising out of this warranty, the purchaser/consignee shall promptly notify the same in writing to the supplier.
15.4 Upon receipt of such notice, the supplier shall, within 8 hours on a 24(hrs) X 7 (days) X 365 (days) basis, 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.

15.5 In the event of any rectification of a defect or replacement of any defective goods during the warranty period, the warranty for the rectified/replaced goods shall be extended to a further period of sixty (60) months from the date such rectified / replaced goods starts functioning to the satisfaction of the purchaser.

15.6 If the supplier, having been notified, fails to rectify/replace the defect(s) within 8 hours on a 24(hrs) X 7 (days) X 365 (days) basis, the purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the purchaser may have against the supplier.

15.7 The Purchaser/Consignee reserve the rights to enter into Annual Comprehensive Maintenance Contract between Consignee and the Supplier for the period as mentioned in Section VII, Technical Specifications after the completion of warranty period.

15.8 The supplier along with its Indian Agent and the CMC provider shall ensure continued supply of the spare parts for the machines and equipment's supplied by them to the purchaser for 10 years after the expiry of Warrantee period.

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

15.10 During maintenance & warranty period the bidder’s technical representative, shall attend to the machine /equipment within 48 hours and ensure uptime on immediate basis and shall ensure presence at NEIGRIHMS for 24 hours, after uptime is ensured.

16. Assignment

16.1 The Supplier shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with the Purchaser’s prior written permission.

17. Sub Contracts

17.1 The Supplier shall notify the Purchaser in writing of all sub contracts awarded under the contract if not already specified in its tender. Such notification, in its original tender or later, shall not relieve the Supplier from any of its liability or obligation under the terms and conditions of the contract.

17.2 Sub contract shall be only for bought out items and sub-assemblies.

17.3 Sub contracts shall also comply with the provisions of GCC Clause 4 (“Country of Origin”).

18. Modification of contract

18.1 If necessary, the purchaser may, by a written order given to the supplier at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following:

a) Specifications, drawings, designs etc. where goods to be supplied under the contract are to be specially manufactured for the purchaser,

b) Mode of packing,

c) Incidental services to be provided by the supplier

d) Mode of despatch,

e) Place of delivery, and
f) Any other area(s) of the contract, as felt necessary by the purchaser depending on the merits of the case.

18.2 In the event of any such modification/alteration causing increase or decrease in the cost of goods and services to be supplied and provided, or in the time required by the supplier to perform any obligation under the contract, an equitable adjustment shall be made in the contract price and/or contract delivery schedule, as the case may be, and the contract amended accordingly. If the supplier doesn’t agree to the adjustment made by the purchaser, the supplier shall convey its views to the purchaser within twenty-one days from the date of the supplier’s receipt of the purchaser’s amendment / modification of the contract.

19. Prices

19.1 Prices to be charged by the supplier for supply of goods and provision of services in terms of the contract shall not vary from the corresponding prices quoted by the supplier in its tender and incorporated in the contract except for any price adjustment authorised in the SCC.

20. Taxes and Duties

20.1 Supplier shall be entirely responsible for all taxes, duties, fees, levies etc. incurred until delivery of the contracted goods to the purchaser.

Further instruction, if any, shall be as provided in the SCC.

21. Terms and Mode of Payment

21.1 Payment Terms

Payment shall be made subject to recoveries, if any, by way of liquidated damages or any other charges as per terms & conditions of contract in the following manner.

A) Payment for Domestic Goods Or Foreign Origin Located Within India.

Payment shall be made in Indian Rupees as specified in the contract in the following manner:

On delivery:

90 % payment of the contract price shall be paid on receipt of goods in good condition and upon the submission of the following documents:

Four copies of supplier’s invoice showing contract number, goods description, quantity, unit price and total amount;
Consignee Receipt Certificate as per Section XVII in original issued by the authorized representative of the consignee;
Two copies of packing list identifying contents of each package;
Inspection certificate issued by the nominated Inspection agency, if any.
Insurance Certificate;
Certificate of origin.

On Acceptance:

Balance 10 % payment would be made against ‘Final Acceptance Certificate’ as per Section XVIII of goods to be issued by the consignees subject to recoveries, if any, either on account of non-rectification of defects/deficiencies not attended by the Supplier or otherwise.

B) Payment for Imported Goods:

Payment for foreign currency portion shall be made in the currency as specified in the contract in the following manner:

I) FOB Contracts:
a) On Shipment:

Ninety (90) % of the net FOB price (FOB price less Indian Agency commission) of the goods dispatched shall be paid through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the Foreign Principal in a bank in his country and upon submission of documents specified hereunder/60 days credit from Airway Bill /Bill of Lading:

- Four copies of supplier’s invoice showing contract number, goods description, quantity, unit price and total amount;
- Original and four copies of the negotiable clean, on-board Bill of Lading /Airway Bill, marked freight pre paid and four copies of non-negotiable Bill of Lading /Airway Bill;
- Four Copies of packing list identifying contents of each package;
- Manufacturer’s/Supplier’s warranty certificate;
- Inspection certificate issued by the nominated inspection agency, if applicable as per contract;
- Manufacturer’s own factory inspection report;
- Certificate of origin by the chamber of commerce of the concerned country;
- Port of Loading and
- Port of Discharge

The above documents (i - viii) shall also be received by the purchaser at least one eek before arrival of goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.

b) On Acceptance:

Balance payment of 10 % of net FOB price of goods would be made against ‘Final Acceptance Certificate’ as per Section XVIII to be issued by the consignees through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the Foreign Principal in a bank in his country, subject to recoveries, if any.

c) Payment of Incidental Services (including Installation & Commissioning, Supervision, Demonstration and Training) will be paid in Indian Rupees to the Indian Agent on proof of 100 % payment to the Foreign Principal.

d) Payment of Indian Agency Commission:

Indian Agency commission will be paid to the manufacturer’s agent in the local currency for an amount in Indian rupees indicated in the relevant Price Schedule (as per prevailing reference rate established by the Reserve Bank of India on the date of price bid opening /approval of competent authority /financial concurrence, whichever is lower) and shall not be subject to further escalation / exchange variation. Payment shall be paid in Indian Rupees to the Indian Agent on proof of 100 % payment to the Foreign Principal.

II) DDP Contracts:

a) On Shipment:

Ninety (90) % of the net CIF price (CIF price less Indian Agency commission) of the opened in favour of the supplier in a bank in his country and upon submission of documents specified in 1(a)

b) On Acceptance:

Balance payment of 10 % of net CIF price of goods would be made against ‘Final Acceptance Certificate’ as per Section XVIII to be issued by the consignees through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the Foreign Principal in a bank in his country, subject to recoveries, if any.

c) Payment of Custom Duty amount with CDEC (if applicable), Customs Clearance and handling charges, Loading/Unloading, Road permit charges, Inland Transportation, Incidental Costs till consignee site & Incidental Services (including Installation & Commissioning, Supervision, Demonstration and Training) will be paid in Indian Rupees to the Indian Agent on
d) Payment of Indian Agency Commission:

Indian Agency commission will be paid to the manufacturer’s agent in the local currency for an amount in Indian rupees indicated in the relevant Price Schedule (as per prevailing reference rate established by the Reserve Bank of India on the date of price bid opening /approval of the competent authority /financial concurrence, whichever is lower) and shall not be subject to further escalation /exchange variation. Payment shall be made in Indian Rupees to the Indian Agent on proof of 100 % payment to the Foreign Principal.

C) Payment of Turnkey, if any:

Turnkey payment will be made to the manufacturer’s agent in Indian rupees indicated in the relevant Price Schedule (as per prevailing reference rate established by the Reserve Bank of India on the date of price bid opening /approval of the competent authority /financial concurrence, whichever is lower) and shall not be subject to further escalation /exchange variation. Payment shall be made in Indian Rupees to the Indian Agent on proof of 100 % payment to the Foreign Principal.

D) Payment for Annual Comprehensive Maintenance Contract Charges:

The consignee will enter into CMC with the supplier at the rates as stipulated in the contract. The payment of CMC will be made on six monthly basis after satisfactory completion of said period, duly certified by the consignee on receipt of bank guarantee for an amount equivalent to 10 % of the CMC value as per contract in the prescribed format given in Section XV valid till 2 months after expiry of entire CMC period.

21.2 The supplier shall not claim any interest on payments under the contract.

21.3 Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other tax as applicable will be made from the bills payable to the Supplier at rates as notified from time to time.

21.4 Irrevocable & non – transferable LC shall be opened by the purchaser/consignees. However, if the supplier requests specifically to open confirmed LC, the extra charges would be borne by the supplier. If LC is required to be extended and/or amended for reasons not attributable to the purchaser/consignee, the charges thereof shall be borne by the supplier.

21.5 The payment shall be made in the currency / currencies authorised in the contract.

21.6 The supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, to respective consignees.

21.7 While claiming payment, the supplier is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the supplier for claiming that payment has been fulfilled as required under the contract.

21.8 While claiming reimbursement of duties, taxes etc. (like sales tax, excise duty, custom duty) from the purchaser, as and if permitted under the contract, the supplier shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the supplier) shall refund to the purchaser forthwith.

21.9 In case where the supplier is not in a position to submit its bill for the balance payment for want of receipted copies of Inspection Note from the consignee/user department and the consignee/user department has not complained about the non-receipt, shortage, or defects in the supplies made, balance amount will be paid by the paying authority without consignee’s receipt certificate after three months from the date of the preceding part payment for the goods in question, subject to the following conditions:
(a) The supplier will make good any defect or deficiency that the consignee(s) may report within six months from the date of despatch of goods.

(b) Delay in supplies, if any, has been regularized.

(c) The contract price where it is subject to variation has been finalized.

(d) The supplier furnishes the following undertakings:

“I/We, __________________ certify that I/We have not received back the Inspection Note duly receipted by the consignee or any communication from the purchaser or the consignee about non-receipt, shortage or defects in the goods supplied. I/We ______ agree to make good any defect or deficiency that the consignee may report within three months from the date of receipt of this balance payment.

22. Delay in the supplier’s performance

22.1 The supplier shall deliver the goods and perform the services under the contract within the time schedule specified by the purchaser in the List of Requirements and as incorporated in the contract.

22.2 Subject to the provision under GCC clause 26, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions:

(i) Imposition of liquidated damages,
(ii) Forfeiture of its performance security and
(iii) Termination of the contract for default.

22.3 If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform the purchaser in writing about the same and its likely duration and make a request to the purchaser for extension of the delivery schedule accordingly. On receiving the supplier’s communication, the purchaser shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier’s contractual obligations by issuing an amendment to the contract.

22.4 When the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period shall, interalia contain the following conditions:

(a) The purchaser shall recover from the supplier, under the provisions of the clause 23 of the General Conditions of Contract, liquidated damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract.

(b) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of customs duty, excise duty, GST, CGST, IGST and Works Contract Tax or on account of any other tax or duty which may be levied in respect of the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.

(c) But nevertheless, the purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty, excise duty, GST, CGST, IGST and Works Contract Tax or any other duty or tax or levy or on account of any other grounds, which takes place after the expiry of the date of delivery stipulated in the contract.

22.5 The supplier shall not dispatch the goods after expiry of the delivery period. The supplier is required to apply to the purchaser for extension of delivery period and obtain the same before despatch. In case the supplier dispatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and/or any other expense related to such supply shall lie against the purchaser.
23. Liquidated damages

23.1 Subject to GCC clause 26, if the supplier fails to deliver any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, the purchaser shall, without prejudice to other rights and remedies available to the purchaser under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of goods and/or services until actual delivery or performance subject to a maximum of 10% of the contract price. Once the maximum is reached purchaser may consider termination of the contract as per GCC 24.

During the above-mentioned delayed period of supply and/or performance, the conditions incorporated under GCC sub-clause 22.4 above shall also apply.

24. Termination for default

24.1 The purchaser, without prejudice to any other contractual rights and remedies available to it (the purchaser), may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC sub-clauses 22.3 and 22.4.

24.2 In the event of the purchaser terminates the contract in whole or in part, pursuant to CC sub-clause 24.1 above, the purchaser may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the supplier shall be liable to the purchaser for the extra expenditure, if any, incurred by the purchaser for arranging such procurement.

24.3 Unless otherwise instructed by the purchaser, the supplier shall continue to perform the contract to the extent not terminated.

25. Termination for insolvency

25.1 If the supplier becomes bankrupt or otherwise insolvent, the purchaser reserves the right to terminate the contract at any time, by serving written notice to the supplier without any compensation, whatsoever, to the supplier, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and/or will accrue thereafter to the purchaser.

26. Force Majeure

26.1 Notwithstanding the provisions contained in GCC clauses 22, 23 and 24, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.

26.2 For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of the party claiming to be affected by such event and which has caused the non-performance or delay in performance. Such events may include, but are not restricted to, acts of the purchaser either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes.

26.3 If a Force Majeure situation arises, the supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

26.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.
26.5 In case due to a Force Majeure event the purchaser is unable to fulfil its contractual commitment and responsibility, the purchaser will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

27. Termination for convenience

27.1 The purchaser reserves the right to terminate the contract, in whole or in part for its (purchaser’s) convenience, by serving written notice on the supplier at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the purchaser. The notice shall also indicate interalia, the extent to which the supplier’s performance under the contract is terminated, and the date with effect from which such termination will become effective.

27.2 The goods and services which are complete and ready in terms of the contract for delivery and performance within thirty days after the supplier's receipt of the notice of termination shall be accepted by the purchaser following the contract terms, conditions and prices. For the remaining goods and services, the purchaser may decide:

a) To get any portion of the balance completed and delivered at the contract terms, conditions and prices; and / or

b) To cancel the remaining portion of the goods and services and compensate the supplier by paying an agreed amount for the cost incurred by the supplier towards the remaining portion of the goods and services.

28. Governing language

28.1 The contract shall be written in English language following the provision as contained in GIT clause 4. All correspondence and other documents pertaining to the contract, which the parties exchange, shall also be written accordingly in that language.

29. Notices

29.1 Notice, if any, relating to the contract given by one party to the other, shall be sent in writing or by cable or telex or facsimile and confirmed in writing. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.

29.2 The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

30. Resolution of disputes

30.1 If dispute or difference of any kind shall arise between the purchaser and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.

30.2 If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, unless otherwise provided in the SCC, either the purchaser or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. In the case of a dispute or difference arising between the Purchaser/ Consignee and Supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to Director, NEIGRIHMS, Shillong and the decision of Director, NEIGRIHMS, shall be final and binding on the parties to the contract.

30.3 Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., Shillong.

31. Applicable Law

The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.
32. General/ Miscellaneous Clauses

Nothing contained in this Contract shall be construed as establishing or creating between the parties, i.e. the Supplier/its Indian Agent/CMC Provider on the one side and the Purchaser on the other side, a relationship of master and servant or principal and agent.

Any failure on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.

The Supplier shall notify the Purchaser/Director, NEIGRIHMS, Shillong of any material change would impact on performance of its obligations under this Contract.

Each member/constituent of the Supplier/its Indian Agent/CMC Provider, in case of consortium shall be jointly and severally liable to and responsible for all obligations towards the Purchaser/Director, NEIGRIHMS for performance of contract/services including that of its Associates/Sub Contractors under the Contract.

The Supplier/its Indian Agent/CMC Provider shall at all times, indemnify and keep indemnified the Purchaser/Director, NEIGRIHMS against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under CMC or the Contract.

The Supplier/its Agent/CMC Provider shall, at all times, indemnify and keep indemnified the Purchaser/Director, NEIGRIHMS against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the supplier/its associate/affiliate etc.

All claims regarding indemnity shall survive the termination or expiry of the contract.
SECTION – V
SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract (SCC) will apply for this purchase. The corresponding clauses of General Conditions of Contract (GCC) relating to the SCC stipulations have also been incorporated below.

These Special Conditions will modify/substitute/supplement the corresponding (GCC) clauses.

Whenever there is any conflict between the provision in the GCC and that in the SCC, the provision contained in the SCC shall prevail.

Whenever there is any conflict between the provision in the GCC and that in the SCC, the provision contained in the SCC shall prevail.

1. Design, Engineering, Supply, installation, Testing, commissioning and maintenance of Modular Operation Theatres (OT’s), with integration, including OT lights and specified supporting systems, as per tendered specification.
2. Yearly business turnover of Rs. 6 crores or above for last 3 (Three) years. Chartered Accountant Certificate should be provided in support of this.
3. The tenderer must be a manufacturer. In case the manufacturer does not quote directly, they may authorise their authorized agent as per proforma of Manufacturer authorization form as given in the tender enquiry document to quote and enter into a contractual obligation. The Tenderers quoting as authorized representative of the manufacturer shall have three years of experience in the related field and should obtain documents from principals/manufacturer fulfilling the requirements in respect of condition mentioned in section XIV, taking full responsibility of technical support, service and organizational support.
4. Minimum 3 years of experience of having successfully completed/executing similar of Modular Operation Theatres (OT’s), with integration, including OT lights and specified supporting systems.
5. Based on CVC guidelines, the bidder should have Experience of having successfully completed/executed similar Modular Operation Theatres (OT’s), with integration, including OT lights and specified supporting systems in at least one project in major Government/Corporate/International Hospital with total gross work order value (may include one or multiple orders of the project units) equivalent to Rs 16.00 crores (Rupees sixteen crores only) (certificate of successful completion and commissioning from the same project should be submitted along with the offer) Or at least two projects in major Government/Corporate/International Hospital with total gross work order value (may include one or multiple orders of the project units) equivalent to Rs 10.00 crores (Rupees ten crores only) (certificate of successful completion and commissioning from the same project should be submitted along with the offer) Or at least three projects in major Government/Corporate/International Hospital with total gross work order value (may include one or multiple orders of the project units) equivalent to Rs 8.00 crores (Rupees eight crores only) (certificate of successful completion and commissioning from the same Project should be submitted along with the offer), during last 7 (seven) years’ time, considering the closing date of invitation of bids of the present tender under consideration or last date of receipt of bids for this tender. The value of the executed works shall be brought to the current costing level by enhancing the actual value of work at simple rate of 7% per annum, calculated from the date of completion to last date of receipt of bids for this tender.

Example/Clarification: Similar Project means for Modular Operation Theatres (OT’s), with integration, including OT lights and specified supporting systems comprising of one or multiple work order for project from major Government/Corporate/International Hospital, meeting major technical parameters of the current BOQ floated in the tender enquiry document.

In case of authorized agents, manufacture’s completed/executed projects with documentary evidence may be considered for sl no no.3, 4 and 5 on page no 69 of the tender document.

6. Companies/Firms /Bidders alleged to be involved in bid rigging or cartelization during the process/finalization of tender, may be recommended for inquiry to Government agencies such as
Competition Commission of India (CCI) etc, in exercise of powers vested under section 19 of the Act and provisions of section 3 of the relevant Act.

7. A proof of ownership/partnership etc. shall be submitted along with verification of address, telephone & fax numbers.

8. The bidder should submit statement of financial standing from their bankers. The name of the bank along with full address is to be furnished.

9. The supplier should submit a statement of overall turnover for the previous three years. If applicable a copy of the applicant’s annual report and accounts for each of the last three years should also be submitted.

10. The bidder is also required to submit performance report from other similar organizations where the firm is registered for supply and erection of similar projects of hospital equipments/System. He will also submit list of organizations where the System has been installed by the firm in the last three years.

11. The bidder/supplier has to give an affidavit on a non-judicial stamp paper that there is no vigilance/CBI case pending against the firm/supplier.

12. If the bidder gives a false statement on any of the above information the firm/supplier will not be considered and their bids/tender shall be rejected and the security deposited shall be forfeited.

13. The manufacturer should submit all the offers directly or through their authorized distributor provided the manufacturer accepts responsibility for any lapse on the part of distributor and authorization certificate must be enclosed.

14. The entire project has to be done on turnkey basis including internal civil and electrical works at the time of execution. Must enclose compliance statement.

15. Should have additional after sales service facility at Shillong/Guwahati/Kolkata.

16. Principal company should certify its equipment's after installation.

17. Back to back warranty to be taken by the supplier from the principal, to supply spares for minimum 10 years.

18. Must submit electronically scanned /digital/Printed catalogue and technical data sheet to substantiate offer.

19. 100% uptime warranty during warranty period of the complete system with extension of warranty period by double the down time period.

20. All stores will be deemed to be on rate contract for a period of three years and in case of requirement the respective stores shall be considered on isolated basis for processing of requirement. All Bidders have to compulsorily abide by this condition falling which the contract shall be deemed as withdrawn/not awarded.

Turnkey: Bidders should in their interest may visit the site with Bio Medical Engineer, NEIGRIHMS for verification of details and offering a realistic and justified offer during pre-bid conference:

1. RCC Building as per CPWD specifications in the allocated area, as per Plan diagram shall have to be constructed with cutting, foundation works, complete doors and Windows, grill works, flooring, walls, internal and exterior painting with certified plastic paints, with complete finishing as required by Engineer In charge with Electrical, Carpentry and plumbing works for room, foundation, fencing, etc. (To be constructed by the Vendor/bidder).

2. Breakage/modification of walls, removing false ceiling & placing back, if any, etc. will be the responsibility of the vendor and the same will be made good by him. Related malba will be removed by the contractor and will be disposed in the dumping yard of the location finalised by Shillong Municipal Board.

3. All civil/electrical work will be carried out as per CPWD specifications.
SECTION – VI
LIST OF REQUIREMENTS

Part I

<table>
<thead>
<tr>
<th>Schedule No.</th>
<th>Brief description of goods and services (Related specifications etc. are in Section -VII)</th>
<th>Accounting unit</th>
<th>Quantity</th>
<th>Consignee Code</th>
<th>Quantity/Consignee</th>
<th>Total Quantity</th>
<th>Amount of Earnest Money Deposit</th>
</tr>
</thead>
</table>

Part II: Required Delivery Schedule:

a) For Indigenous goods or for imported goods if supplied from India:

The required delivery period, installation & commissioning for indigenous goods /for imported goods if supplied from India or for imported goods directly from foreign country may be considered within 270 days from the date of notification of award to delivery at consignee site and from the date of opening of L/C respectively.

b) For Imported goods directly from foreign:

(i) FOB Contracts

The required delivery period, installation & commissioning for indigenous goods /for imported goods if supplied from India or for imported goods directly from foreign country may be considered within 270 days from the date of notification of award to delivery at consignee site and from the date of opening of L/C respectively.

(ii) DDP Contracts

The required delivery period, installation & commissioning for indigenous goods /for imported goods if supplied from India or for imported goods directly from foreign country may be considered within 270 days from the date of notification of award to delivery at consignee site and from the date of opening of L/C respectively. (Tenderers may quote the earliest delivery period).

Part III: Scope of Incidental Services:

Installation & Commissioning, Supervision, Demonstration, Trial run and Training etc. as specified in GCC Clause 13

Part IV:

Turnkey (if any) as per details in Technical Specification

Part V:

Comprehensive Maintenance Contract (CMC) as per details in Technical Specification.

Part VI:

Required Terms of Delivery and Destination
a) For Indigenous goods or for imported goods if supplied from India:

Delivery Duty Paid (DDP) Consignee Site.

b) For Imported goods directly from abroad:

The foreign tenderers are required to quote their rates on DDP Consignee Site Basis giving breakup of the price as per the Proforma prescribed in the Price Schedule. Purchaser reserves the rights to place the order either on FOB basis or on DDP Consignee Site basis.

In the case of FOB basis Contracts, shipping arrangements shall be made in accordance with the instruction of Ministry of Shipping & Transport (Chartering Wing), New Delhi, India as detailed in Annexure 2 at Section XX. In the case of DDP Consignee Site basis Contracts, shipping arrangements shall be made in accordance with the instruction of Ministry of Shipping & Transport, New Delhi, India as detailed in Annexure 1 at Section XX.

Destination/Consignee details are given in Section XXII
### Section – VII

#### Technical Specifications

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name of the Equipment</th>
<th>Quantity</th>
<th>Unit /Pack</th>
<th>Manufacturer /Company</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.01</td>
<td>OT Corridor, Rooms Wall Structure - OR AREA (Inside )</td>
<td>750</td>
<td>sq meter</td>
<td></td>
</tr>
<tr>
<td>1.02</td>
<td>OT Corridor, Rooms Wall Structure - Auxiliary Rooms (Inside Scrub Area, Patient entry Area &amp; Sterile Preparation Area )</td>
<td>650</td>
<td>sq meter</td>
<td></td>
</tr>
<tr>
<td>1.03</td>
<td>OT Corridor, Rooms Wall Structure - Other Areas(Sterile Corridors, Pre Op Area, Post Op Area, Air Lock Areas, Disposal corridors )</td>
<td>1070</td>
<td>sq meter</td>
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</tr>
<tr>
<td>1.04</td>
<td>OT Corridor, Rooms Wall Structure - Sub structure for wall panelling</td>
<td>2000</td>
<td>sq meter</td>
<td></td>
</tr>
<tr>
<td>1.05</td>
<td>OT Ceiling - Inside OR ceiling(OR Rooms)</td>
<td>500</td>
<td>sq meter</td>
<td></td>
</tr>
<tr>
<td>1.06</td>
<td>OT Ceiling - Outside OR ceiling(Auxiliary Rooms,Corridors,Preop,Post Op)</td>
<td>850</td>
<td>sq meter</td>
<td></td>
</tr>
<tr>
<td>1.07</td>
<td>Laminar Flow - LFU-(2.4 x2.7 m)</td>
<td>5</td>
<td>Pieces</td>
<td></td>
</tr>
<tr>
<td>1.08</td>
<td>Laminar Flow - LFU-(2.0 x2.6 m)</td>
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<td>Pieces</td>
<td></td>
</tr>
<tr>
<td>1.09</td>
<td>Air Supply Units For Auxiliary areas(Except OR)</td>
<td>96</td>
<td>Pieces</td>
<td></td>
</tr>
<tr>
<td>1.10</td>
<td>Air Exhaust Units For OTs ,Sterile Preparation Areas ,Patient Entry Areas &amp; Scrub Areas</td>
<td>36</td>
<td>Pieces</td>
<td></td>
</tr>
<tr>
<td>1.11</td>
<td>Ceiling Light - In OT (With stepwise control of Intensity)</td>
<td>64</td>
<td>Pieces</td>
<td></td>
</tr>
<tr>
<td>1.12</td>
<td>Ceiling Light -outside OR &amp; Corridor(Without control of Intensity)</td>
<td>140</td>
<td>Pieces</td>
<td></td>
</tr>
<tr>
<td>1.13</td>
<td>Door &amp; Windows for OR - Manual Sliding Large Door(MSL) - D1</td>
<td>10</td>
<td>Pieces</td>
<td></td>
</tr>
<tr>
<td>1.14</td>
<td>Door &amp; Windows for OR - Manual Hinged Large Door (MHL)-D2</td>
<td>8</td>
<td>Pieces</td>
<td></td>
</tr>
<tr>
<td>1.15</td>
<td>Door &amp; Windows for OR - Automated Sliding Large Door(ASL)-D3</td>
<td>15</td>
<td>Pieces</td>
<td></td>
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<tr>
<td>1.16</td>
<td>Door &amp; Windows for OR - Automated Hinged Large Door(AHL)-D4</td>
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<td>Pieces</td>
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</tr>
<tr>
<td>1.17</td>
<td>Door &amp; Windows for OR - Automated Sliding Small Door(ASS)-D5</td>
<td>8</td>
<td>Pieces</td>
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<tr>
<td>1.18</td>
<td>Door &amp; Windows for OR - Manual Sliding Small Door(MSS)-D6</td>
<td>5</td>
<td>Pieces</td>
<td></td>
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<tr>
<td>1.19</td>
<td>Door &amp; Windows for OR - Manual Hinged Small Door (MHS)-D7</td>
<td>9</td>
<td>Pieces</td>
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<tr>
<td>1.20</td>
<td>Door &amp; Windows for OR - Internal Windows with automated blinds</td>
<td>13</td>
<td>Pieces</td>
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<tr>
<td>1.21</td>
<td>Wall Equipment &amp; Accessories - Main Control Panel</td>
<td>8</td>
<td>Pieces</td>
<td></td>
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<tr>
<td>1.22</td>
<td>Wall Equipment &amp; Accessories - Glass Cabinets to keep suture materials</td>
<td>8</td>
<td>Pieces</td>
<td></td>
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<tr>
<td>1.23</td>
<td>Wall Equipment &amp; Accessories - Equipment Cabinet</td>
<td>8</td>
<td>Pieces</td>
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<tr>
<td>1.24</td>
<td>Wall Equipment &amp; Accessories - X-Ray Viewer</td>
<td>8</td>
<td>Pieces</td>
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<tr>
<td>1.25</td>
<td>Wall Equipment &amp; Accessories - Flat Monitor Installation(Only Installation)</td>
<td>8</td>
<td>Pieces</td>
<td></td>
</tr>
<tr>
<td>1.26</td>
<td>Wall Equipment &amp; Accessories - Writing/ Scribbling Board</td>
<td>8</td>
<td>Pieces</td>
<td></td>
</tr>
<tr>
<td>1.27</td>
<td>Wall Equipment &amp; Accessories - NURSE’S Work station for each OR</td>
<td>8</td>
<td>Pieces</td>
<td></td>
</tr>
<tr>
<td>1.28</td>
<td>Wall Equipment &amp; Accessories - NURSE’S MANAGER’S DESK should be placed in Nursing station.</td>
<td>1</td>
<td>Pieces</td>
<td></td>
</tr>
<tr>
<td>1.29</td>
<td>Wall Equipment &amp; Accessories - Scrub station(Dual Bay)</td>
<td>5</td>
<td>Pieces</td>
<td></td>
</tr>
<tr>
<td>1.30</td>
<td>Flooring - Inside OR Flooring</td>
<td>580</td>
<td>sq meter</td>
<td></td>
</tr>
<tr>
<td>1.31</td>
<td>Flooring - Flooring for Auxiliary rooms and Corridors and disposal corridors, Pre op, Post Op area</td>
<td>850</td>
<td>sq meter</td>
<td></td>
</tr>
<tr>
<td>1.32</td>
<td>Hatch Box</td>
<td>7</td>
<td>Pieces</td>
<td></td>
</tr>
<tr>
<td>1.33</td>
<td>ELECTRICAL WIRING including item 18.1,18.2,18.3,18.4</td>
<td>1</td>
<td>Set</td>
<td></td>
</tr>
</tbody>
</table>

Setting up of 8 (Eight) Modular Operation Theatres (OT’s), with integration, including OT lights and supporting systems, at NEIGRIHMS, Shillong on complete turnkey basis, as per site diagram.
### Tender Enquiry No: NEIGR/S&P/OT/E-31/2017 - 18

<table>
<thead>
<tr>
<th>Item No</th>
<th>Description</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.34</td>
<td>Electrical Switches-SS inside OR and auxiliary room</td>
<td>120 Pieces</td>
</tr>
<tr>
<td>1.35</td>
<td>Electric Grop Sockets for OR Room-SS (Each Group consists of 2 SS Sockets)</td>
<td>120 Pieces</td>
</tr>
<tr>
<td>1.36</td>
<td>Electrical isolating &amp; Protection Cabinet (Consists of MCBs, Power Meter, Monitoring Equipment)</td>
<td>8 Pieces</td>
</tr>
<tr>
<td>1.37</td>
<td>Medical Gas Pipe Line (MGPS) in the OT Complex Including Pre OP &amp; Post OP area with 10 nos. Bed panels</td>
<td>1 Set</td>
</tr>
<tr>
<td>1.38</td>
<td>ANESTHESIA GAS SCAVENGING SYSTEM (AGSS)</td>
<td>1 Set</td>
</tr>
<tr>
<td>1.39</td>
<td>AHU (HVAC) System (Rooftop Based Units (RTU))</td>
<td>1 Set</td>
</tr>
<tr>
<td>1.40</td>
<td>Cascade Pressure Stabilizer</td>
<td>8 Pieces</td>
</tr>
<tr>
<td>1.41</td>
<td>OR Pendant - Surgical Pendants</td>
<td>8 Pieces</td>
</tr>
<tr>
<td>1.42</td>
<td>OR Pendant - Anaesthesia Pendants</td>
<td>8 Pieces</td>
</tr>
<tr>
<td>1.43</td>
<td>OPERATION THEATRE LIGHTS &amp; ARMS - OT lights double combination with 1 monitor arm</td>
<td>8 pieces</td>
</tr>
<tr>
<td>1.44</td>
<td>OR Integration - Touch Screen for Device Control, Archiving System, Video Routing</td>
<td>5 Pieces</td>
</tr>
<tr>
<td>1.45</td>
<td>MONITORING &amp; VISUALIZATION (Video Over IP) Installation: -26&quot; FULL HD FLAT MEDICAL GRADE LED SCREEN</td>
<td>8 pieces</td>
</tr>
<tr>
<td>1.46</td>
<td>MONITORING &amp; VISUALIZATION (Video Over IP) -42&quot; LED TV Large Screen (Wall mounted)</td>
<td>8 Pieces</td>
</tr>
<tr>
<td>1.47</td>
<td>Patient Data Entry System</td>
<td>5 Set</td>
</tr>
<tr>
<td>1.48</td>
<td>Full HD/ 3D Image/Video Data Archiving System For 5 Integrated ORs</td>
<td>5 Set</td>
</tr>
<tr>
<td>1.49</td>
<td>Full HD/ 3D Image/Video Data Archiving System – Standalone system for rest 3 non-Integrated ORs</td>
<td>3 Set</td>
</tr>
<tr>
<td>1.50</td>
<td>Network Based OR Infrastructure</td>
<td>1 Set</td>
</tr>
<tr>
<td>1.51</td>
<td>IP Based Integrated Communication System - Audio Visual Communication</td>
<td>5 Set</td>
</tr>
<tr>
<td>1.52</td>
<td>IP Based Integrated Communication System - Room Camera</td>
<td>5 pieces</td>
</tr>
<tr>
<td>1.53</td>
<td>IP Based Integrated Communication System - Bi-Amplified Active Loudspeaker</td>
<td>5 pieces</td>
</tr>
<tr>
<td>1.54</td>
<td>IP Based Integrated Communication System - Wireless Head Mic</td>
<td>5 pieces</td>
</tr>
<tr>
<td>1.55</td>
<td>IP Based Integrated Communication System - Telephone Module</td>
<td>5 pieces</td>
</tr>
<tr>
<td>1.56</td>
<td>IP Based Integrated Communication System - Auxiliary Patch For Input From Digital And Analog Video Sources</td>
<td>5 Set</td>
</tr>
<tr>
<td>1.57</td>
<td>2-Way Video 2-Way audio conferencing system</td>
<td>5 Set</td>
</tr>
<tr>
<td>1.58</td>
<td>Additional Civil Works</td>
<td>1 Lump sum</td>
</tr>
<tr>
<td>1.59</td>
<td>Installation &amp; Turnkey</td>
<td>1 Lump sum</td>
</tr>
</tbody>
</table>

**Additional Requirement:**

- Cost of all accessories, spares, consumables, disposables, cables, probes, etc should be offered by the bidder and the rates should be valid for a period of ten years. All bidders have to compulsorily declare the list with item wise cost of accessories and consumables not covered exclusively with the warranty and CMC of the offered system. The declaration of all accessories /consumables need to be detailed and shall be treated as per condition of contract and should be given in Section XI (B1) Price Schedule.
- Warranty as well as Comprehensive Maintenance Contract will be inclusive of all accessories /spares and Turnkey work.
- Bidder should give a written declaration that no other consumables /accessories /spares are required for the offered system apart from the quoted items /list.
- The cost of Accessories, Consumables not covered in warranty / CMC shall have to be offered in the techno – commercial bid in the schedule “marked” Section XI (B1) Price Schedule and cost to be offered in percentage (against the item quoted) of FOB Price /Ex – Factory Price of BOQ (Price Bid).
- The stores /items with 5 years warranty and thereafter 5 years CMC with Net Present Value (NPV) for CMC charges with discounting rate @ 10 % (rd) on yearly basis (completed year) and other turnkey charges will be taken for the purpose of price evaluation.
The above Equipment are to be supplied with Suitable Compatible Cabinet/Furniture/Steel/Modular makesof safe custody of the Equipment.

Should be CE /FDA approved products or otherwise indicated in the technical specification. Should confirm to all international safety standards, turnkey installation and with warranty and CMC as indicated and which shall be considered for the evaluation of the price bids.

All stores will be deemed to be on rate contract for a period of three years and in case of requirement the respective stores shall be considered on isolated basis for processing of requirement. All Bidders have to compulsorily abide by this condition falling which the contract shall be deemed as withdrawn/not awarded.
Price Schedule - Comprehensive Maintenance Contract (CMC)

1. The bidder should offer the cost of Comprehensive Maintenance Cost (CMC) for 5 years from 6th to 10th year in the BOQ (Price bid). The break up year-wise, as percentage, may be offered in the techno-commercial bid at Section IX (D) Price Schedule for CMC.

2. If the break up year-wise percentage is not indicated by the bidder, the same may be taken in equitable basis in all the five years of CMC.

3. The Cost of CMC should be **Exclusive** of GST.

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Brief Description Of Goods</th>
<th>Qty.</th>
<th>Comprehensive Maintenance &amp; Repair Cost (with labour, spares &amp; preventive maintenance and after 5 years of Onsite warranty)</th>
<th>Total Annual Comprehensive Maintenance Contract Cost for 5 Years [5 x (4a+4b+4c+4d+4e)]</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.01</td>
<td>OT Corridor, Rooms Wall Structure - OR AREA (Inside )</td>
<td>750</td>
<td>6th</td>
<td>7th</td>
</tr>
<tr>
<td>1.02</td>
<td>OT Corridor, Rooms Wall Structure - Auxiliary Rooms (Inside Scrub Area, Patient entry Area &amp; Sterile Preparation Area)</td>
<td>650</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.03</td>
<td>OT Corridor, Rooms Wall Structure - Other Areas(Sterile Corridors, Pre Op Area, Post Op Area, Air Lock Areas, Disposal corridors)</td>
<td>1070</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.04</td>
<td>OT Corridor, Rooms Wall Structure - Sub structure for wall panelling</td>
<td>2000</td>
<td></td>
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<tr>
<td>1.05</td>
<td>OT Ceiling - Inside OR ceiling(OR Rooms)</td>
<td>500</td>
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<td></td>
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<td>Laminar Flow - LFU-(2.0 x2.6 m)</td>
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<td>1.09</td>
<td>Air Supply Units For Auxiliary areas(Except OR)</td>
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<td>Air Exhaust Units For OTs ,Sterile Preparation Areas ,Patient Entry Areas &amp; Scrub Areas</td>
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<td></td>
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<td>1.11</td>
<td>Ceiling Light - In OT (With stepwise control of Intensity)</td>
<td>64</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.12</td>
<td>Ceiling Light -outside OR &amp; Corridor(Without control of Intensity)</td>
<td>140</td>
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<td></td>
</tr>
<tr>
<td>1.13</td>
<td>Door &amp; Windows for OR - Manual Sliding Large Door(MSL) -D1</td>
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</tr>
<tr>
<td></td>
<td>Description</td>
<td>Quantity</td>
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<tr>
<td>1.14</td>
<td>Door &amp; Windows for OR - Manual Hinged Large Door (MHL)-D2</td>
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<tr>
<td>1.15</td>
<td>Door &amp; Windows for OR - Automated Sliding Large Door (ASL)-D3</td>
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<td>1.16</td>
<td>Door &amp; Windows for OR - Automated Hinged Large Door (AHL)-D4</td>
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<td>1.17</td>
<td>Door &amp; Windows for OR - Automated Sliding Small Door (ASS)-D5</td>
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<td>1.18</td>
<td>Door &amp; Windows for OR - Manual Sliding Small Door (MSS)-D6</td>
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<td>1.19</td>
<td>Door &amp; Windows for OR - Manual Hinged Small Door (MHS)-D7</td>
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<td>1.20</td>
<td>Door &amp; Windows for OR - Internal Windows with automated blinds</td>
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<td>1.21</td>
<td>Wall Equipment &amp; Accessories - Main Control Panel</td>
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<td>1.22</td>
<td>Wall Equipment &amp; Accessories - Glass Cabinets to keep suture materials</td>
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<td>1.23</td>
<td>Wall Equipment &amp; Accessories - Equipment Cabinet</td>
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<td>1.24</td>
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<td>1.25</td>
<td>Wall Equipment &amp; Accessories - Flat Monitor Installation(Only Installation)</td>
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<td>1.26</td>
<td>Wall Equipment &amp; Accessories - Writing/Scribbling Board</td>
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<td>1.27</td>
<td>Wall Equipment &amp; Accessories - NURSE’S Work station for each OR</td>
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<td>1.28</td>
<td>Wall Equipment &amp; Accessories - NURSE’S MANAGER’S DESK should be placed in Nursing station.</td>
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<td>1.29</td>
<td>Wall Equipment &amp; Accessories - Scrub station (Dual Bay)</td>
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<td>1.30</td>
<td>Flooring - Inside OR Flooring</td>
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<td>1.31</td>
<td>Flooring - Flooring for Auxiliary rooms and Corridors, Pre op, Post Op area</td>
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<td>1.32</td>
<td>Hatch Box</td>
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<td>1.33 Electrical Wiring including item 18.1,18.2,18.3,18.4</td>
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<td>1.34 Electrical Switches-SS-inside OR and auxiliary room</td>
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<td>1.35 Electric Grop Sockets for OR Room-SS(Each Group consists of 2 SS Sockets)</td>
<td>120</td>
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<td>1.36 Electrical isolating &amp; Protection Cabinet (Consists of MCBs, Power Meter, Monitoring Equipment.)</td>
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<td>1.37 Medical Gas Pipe Line (MGPS) in the OT Complex Including Pre OP &amp; Post OP area with 10nos. Bed panels</td>
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<td>1.38 ANESTHESIA GAS SCAVENGING SYSTEM (AGSS)</td>
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<td>1.39 AHU System (HVAC) Units (RTU)</td>
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<td>1.40 Cascade Pressure Stabilizer</td>
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<td>1.41 OR Pendant - Surgical Pendants</td>
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<td>1.43 OPERATION THEATRE LIGHTS &amp; ARMS - OT lights double combination with 1 monitor arm</td>
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<td>1.44 OR Integration - Touch Screen for Device Control, Archiving System, Video Routing</td>
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<td>1.46 MONITORING &amp; VISUALIZATION (Video Over IP): 42&quot; LED TV Large Screen (Wall mounted)</td>
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<td>1.47 Patient Data Entry System</td>
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<td>1.48 Full HD/3D Image/Video Data Archiving System For 5 Integrated ORs</td>
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<td>1.49 Full HD/3D Image/Video Data</td>
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<td>Archiving System – Standalone system for rest 3 non-Integrated ORs</td>
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<td>1.50 Network Based OR Infrastructure</td>
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<td>1.52 IP Based Integrated Communication System - Room Camera</td>
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<td>1.53 IP Based Integrated Communication System - Bi-Amplified Active Loudspeaker</td>
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<td>1.54 IP Based Integrated Communication System - Wireless Head Mic</td>
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<td>1.55 IP Based Integrated Communication System - Telephone Module</td>
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<td>1.57 2-Way Video 2-Way audio conferencing system</td>
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<td>1.58 Additional Civil Works</td>
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<td>1.59 Installation &amp; Turnkey</td>
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The stores /items with 5 years warranty and thereafter 5 years CMC with Net Present Value (NPV) for CMC charges with discounting rate @ 10% on yearly basis (completed year) and other turnkey charges will be taken for the purpose of price evaluation.
TECHNICAL SPECIFICATION:-

1. **OT, CORRIDOR, ROOMS WALL STRUCTURE**
   1.1. **OR AREA (Inside) & Auxiliary Rooms (Inside Scrub Area, Patient entry Area & Sterile Preparation Area)** Wall Panels (BOQ Sl no.1.01&1.02)
      1.1.1. Pre-fabricated powder coated with anti-bacterial coating “Wall panelling”, made of stainless steel, material no. 1.4301 (AISI 304)/SMS.
      1.1.2. Thickness not less than 1mm in case of SS /not less than 3mm in case of SMS (thickness of wall panel will be 18mm or less).
      1.1.3. Backed with fire proof, waterproof and rust free material like gypsum panels of not less than 12.0 mm.
      1.1.4. Should incl. clips /attachments for quick attachment/detachment of SS panels/SMS Panels to/from sub-construction.
      1.1.5. Standard Panel width should not be less than 1200mm.
      1.1.6. Panels should be single piece from floor to suspended ceiling/ 3 piece elements.
      1.1.7. Adjacent panels should be joined together with clips/Screw (no welding is allowed).
      1.1.8. Gap between two adjacent panels should not be more than 0.10mm.
      1.1.9. The gap between the adjacent panels should be filled with silicone gasket or liquid silicone of medical grade with anti-fungal properties with certificates from manufacturer & the colour should match the colour of wall panels.
      1.1.10. Panels should have antibacterial coating as part of the powder coating process in the factory during manufacturing process. (Certificate attached for anti-microbial properties).
      1.1.11. The wall colour & colour schemes as per the choice of NEIGRIHMS.
      1.1.12. The wall panels should be easily dismountable and mountable with vacuum holders without any additional tool, it should be quick without compromising the OT utilization time.
      1.1.13. The panels should have a lead reinforcement for x-ray protection, 0.2mm.
      1.1.14. EACH OR inside Area must be designed with laser /Factory printed wallpapers in 2 nos wall panels /Glass panels of full length (No stickers can be accepted) for better ambience.

1.2. **SUBSTRUCTURE FOR WALL PANELLING**
   1.2.1. Sub-construction should made galvanized steel of at least 2mm thickness.
   1.2.2. Backed with fire proof, waterproof and rust free material like gypsum panels of not less than 12.0 mm & Vertical columns separately height adjustable.
   1.2.3. Horizontal beams force- and form-fit with columns fixed by rust free threaded bolts.
   1.2.4. Decoupled guidance in floor- and ceiling profiles incl. special attachment profiles for decoupled connection of the ceiling.
   1.2.5. Additional cross beams for wall installations of equipment, made of ST37-2 or similar grade of steel, primed strength of minimum 2mm incl. installation material.

1.3. **Wall Panels (BOQ 1.03) for Other Areas (Sterile Corridors, Pre Op Area, Post Op Area, Air Lock Areas, Disposal corridors)**
   1.3.1. Glazed modular wall panel comprise a double flush supporting frame made of galvanized steel and laminated PVC Cladding of 2.5 mm /HPL wall panels of minimum 2.5 mm thickness/SMS panels of minimum 3mm thickness, backed with fire proof, waterproof and rust free material like gypsum panels of not less than 12.0. Colour scheme of the cladding as per NEIGRIHMS.
   1.3.2. Microscopic flat and free of pores, resistant against living organism and chemical substances, hospital detergents and disinfectants.
   1.3.3. Wall panels are designed with a coupling system /screw system fastening onto the vertical substructure posts.
   1.3.4. The gap between wall panel joints should not be more than 10mm. The joints should closed by a removable air-sealed, antibacterial silicon joint gasket & the colour should match the colour of claddings.
   1.3.5. Standard panel size of the panels: 1200 x 3000 mm Approx.
   1.3.6. Support Structure must be Galvanized Steel with minimum thickness of 2mm.
   1.3.7. The panels must be waterproof / fire retardant.
2. **OT CEILING**

2.1. Dimpling-type clamping cassette ceiling of rust free sheet steel, 0.6 mm, non-perforated, white powder coated surface, covered ceiling rid of 1200 x 600 mm or 600 x 600mm, incl. substructure (same as substructure for wall panelling as point no 1.2.) and pendant, U-profile for wall fixation. Connection to Laminar Air Flow ceiling and cut-outs for ceiling pendants and operating lights should be included.

3. **LAMINAR FLOW**


3.2. Housing design:

3.2.1. The housing combination consists of a top part (grey room area) & the lower part (clean rooms) in aluminium in high-density (densely welded without silicone or without similar encapsulates) and corrosion-resistant material with a disinfectant-resistant surface coating visible side in RAL 9010 running.

3.2.2. An inbuilt shaft recess for the OT light should be provided.

3.2.3. Access to the tripod suspension and/or the tripod electronics should be provided in the housing by removal of the partitioned inspection openings.

3.2.4. The crossbars present in the air current should have a width of up to 30 mm. Wider crossbar areas should prevent incorrect air suction and negative current characteristics.

3.3. Filter holder:

3.3.1. The horizontal filter holder should be fitted in a stable profile frame directly in the housing.

3.3.2. The differential pressure measurement port and the DEHS (Di Ethyl-Hexyl-Sebacat) test port should be easily accessible after removal of the outlet unit and should be marked accordingly.

3.3.3. The DEHS raw concentration measurement port should be placed directly at the air outlet side and should be marked accordingly.

3.4. Supply air outlet - with horizontal filter plane

i. Size: As mentioned in the Modular OT Airflow Calculations as per the layout in supply terminal column(page no 63-65)

ii. Material: ALUMINIUM welded seal-tight (without silicone or similar fillers)

iii. Coated on all sides in RAL 9010.

iv. Housing dimensions about: 2900 x 2900 x 420 mm

v. Including central tripod design.

vi. Including frontal DEHS raw concentration measurement port.

3.5. Technical data:

i. Feed air flow rate: 7070 m³/h

ii. Feed air speed: 0.25 m/s

iii. Filter housing; : 8/6 pcs depending upon the supply terminal


v. Filter made of micro glass fiber / similar material with two sided & moisture resistance made of micro glass fiber with two sided.

vi. Filter housing: rust free steel sheet/Aluminum frame & grip protection.

vii. Initial filter resistance: 105 PA (+/-10%) 

viii. Illumination must be LED light to prevent heat and electrostatic charge particles to enter laminar flow.

ix. The plenum should have integrated alarm system for indication for filter replacement which should be in control panel.

x. In case of filter change the filters should be easily accessible without using any tools for example with a magnetic lock or similar mechanism.
3.6. Validation of system to be done as per ISO 14664 standards and should include:
   i. Temperature and Humidity check
   ii. Air particulate count
   iii. Air Change Rate Calculation
   iv. Air velocity at outlet of terminal filtration unit /filters
   v. Pressure Differential levels of the OT with respect to ambient / adjoining areas.
   vi. Validation of HEPA Filters by appropriate tests like DOP (Dispersed Oil Particulate) /POA (Poly Alpha Olefin) etc.; repeat after 6 month in case HEPA found healthy.
   vii. Preventive maintenance of the system: It is recommended that periodic preventive maintenance be carried out in terms of cleaning of pre filters, micro filters at the interval of 15 days. Preventive maintenance of all the parts of AHU is carried out as per manufacturer recommendations.

4. **AIR SUPPLY OUTLET FOR CORRIDOR AND ROOMS**

   4.1. Spiral air supply box and outlet with HEPA Filter H14.
   4.2. Dimension 600 x 600 x 400 mm approx, with aluminium frame and grip protection, supply air 450 m³/h (in accordance to the requirements and the room sizes).
   4.3. Sufficient number to be provided as per the area to ensure a high quality of ventilation.
   4.4. The air ducts connectivity to the Spiral Supply box and outlets to the AHU’s provided for each of the OR’s should also be done in the Scope.

5. **AIR DUCTS FOR RETURN AIR IN OPERATING ROOMS & CORRIDOR (AC OPERATIONIZATION)**

   5.1. Exhaust air cabinet installed in corner.
   5.2. Made of stainless steel, standard channel cross section approx. 625 x 425 mm.
   5.3. Exhaust channel as cabinet with upper and lower inlet, for room height 3.000 mm. Incl. wall cut-outs, revision door, sealing frame, traverses and fixation elements.

6. **CEILING LIGHT**

   6.1. In OT
      6.1.1. Clean room light fixture built in LED lamps, for flush integration into the clamping cassette ceiling, including led tube/LED Panels.
      6.1.2. Lamp covered with translucent tempered glass /Security Glass with high transmission level (higher than 80%), held in a frame of white shell sheet, with integrated screw angles for fastening the lights to the panel system.
      6.1.3. Including closed mounting frame for the built-in LED lamps; the connection between the illuminator and the ceiling hollow space should be completely airtight.
      6.1.4. Clean-installed light should non-hygroscopic and be of IP 65 grade having output of 1500 lux & having seamless, step less, flicker less dimming control from main control panel-installed light should non-hygroscopic and be of IP 65 grade.

   6.2. General Lights for OR & Corridor
      6.2.1. Lamp covered with translucent tempered/Safety glass with high transmission level (higher than 80%), held in a frame of white shell sheet, with integrated screw angles for fastening the lights to the panel system.
      6.2.2. Including closed mounting frame for the built-in LED lamps; the connection between the illuminator and the ceiling hollow space should be completely airtight.
      6.2.3. Clean-installed light should non-hygroscopic and be of IP 54 grade with having output of 1000 lux.
      6.2.4. Flush mounted into the ceiling with LED panels of approximate size 600 x 600 mm.

7. **Doors & Windows For OR** (All doors & windows flush with the OR rooms must have lead protection for X-Rays)

   7.1. SLIDING DOOR HERMATICALLY SEALED LARGE SIZE
7.1.1. OR sliding door motorized control/Manual (As per mentioned in BOQ and Diagram), 1-door
7.1.2. Frame dimensions (W X H): 1600 x 2100 mm
7.1.3. Sliding door tightly closing on three sides
7.1.4. Sliding rail made of anodized aluminium
7.1.5. Abrasion resistant plastic reels with ball bearings
7.1.6. Floor guides made of hard plastic,
7.1.7. Door frame made of stainless steel 1.4301 (AISI 304) brushed w. 280 grain.
7.1.8. Door leaf made of stainless steel with powder coating (Color Scheme As per NEIGRIHMS)
7.1.10. Inside door handle shell type, flush integrated.
7.1.11. Graduated rod, integrated and prepared for Euro/similar standard locking cylinder.
7.1.12. Strength of door leaf 40 mm, core made of high-strength composite board.
7.1.13. Drive cover hinged, stainless steel.
7.1.14. Door window, double glazing centrally in the door leaf 400 x 600 mm.
7.1.15. Actuation by push-buttons inside and outside. (In Automated/Motorised Door)
7.1.16. Pre-programmed for person, bed and permanent opening. (In Automated/Motorised Door)
7.1.17. Should include button for touch free door activation on both sides. (In Automated/Motorised Door)
7.1.18. Should include foot switch for actuation of automatic door, both sides.

7.2. SLIDING DOOR HERMETICALLY SEALED SMALL SIZE
7.2.1. OR sliding door motorized control/Manual (As per mentioned in BOQ and Diagram), 1-door
7.2.2. Frame dimensions (W X H): 1000 x 2100 mm
7.2.3. Sliding door tightly closing on three sides
7.2.4. Sliding rail made of anodized aluminium, abrasion resistant plastic reels with ball bearings, floor guides made of hard plastic,
7.2.5. Door frame made of stainless steel 1.4301 (AISI 304) brushed w. 280 grain.
7.2.6. Door leaf made of stainless steel with powder coating (Colour Scheme As per NEIGRIHMS)
7.2.7. Outside door handle bow-shaped, made of stainless steel.
7.2.8. Inside door handle shell type, flush integrated graduated rod, integrated and prepared for Euro-standard locking cylinder.
7.2.9. Strength of door leaf 40 mm, core made of high-strength composite board.
7.2.10. Drive cover hinged, stainless steel.
7.2.11. Door window, double glazing centrally in the door leaf 400 x 600 mm
7.2.12. Microprocessor controlled automatic door drive.
7.2.13. Opening/closing speed 0.1 - 0.5 m/s,
7.2.15. Pre-programmed for person, bed and permanent opening (In Automated/Motorised Door).
7.2.16. Should be touch free door activation, both sides (In Automated/Motorised Door).
7.2.17. Should include foot switch for actuation of automatic door, both sides.

7.3. HINGED DOORS
7.3.1. Hinged door motorized control/Manual (As per mentioned in BOQ and Diagram), two door leaf,
7.3.2. with automatic door drive Frame stainless steel, grinded; material strength 1.5 mm
7.3.3. grinded; material strength 1.0 mm
7.3.4. Door leaf made of stainless steel, grinded;
7.3.5. Door handles of stainless steel,
7.3.6. Outer width of frame: 2000 x 2100 mm
7.3.8. Opening width: 1800 x 2050 mm
7.3.9. Usable clearance: 1800 x 2050 mm
7.3.10. 5 operating buttons (opening for persons, opening for beds; permanent opening)
7.3.11. 2 blow bars positioning of buttons and blow bar should be appropriately placed.

7.4. INTERNAL WINDOW GLAZING WITH AUTOMATIC VENETIAN BLINDS

7.4.1. Installation of double glazing 2 x ESG 5.0mm, flush integrated in wall surface, above window sill, connection frame in wall colour, depth approx. 100 mm,
7.4.2. Glazing incl. joint profiles, fixation parts and sealing.
7.4.3. Size approx. 1800 x 1000 mm as per layout
7.4.4. Venetian Blinds electrically driven up to 60% black out installed between the double glazing.

8. MAIN CONTROL PANEL
The OT main control panel must have a large touch panel display which can accommodate following parameters & its control.

8.1. Control panel
8.1.1. Digital clock / Display of operation modes
8.1.2. Time of day
8.1.3. Elapsed time clock
8.1.4. Countdown

8.2. Display of alarm and disturbance reports
8.2.1. HEPA filter Status Monitoring.
8.2.2. Medical gases.

8.3. Air conditioning
8.3.1. System in use
8.3.2. System malfunctioning.
8.3.3. Control and Operating mode of air conditioning system.
8.3.4. Temperature.
8.3.5. Humidity.
8.3.6. Display of actual temperature.
8.3.7. Setting of set point temperature.
8.3.8. In side OR Pressure monitoring
8.3.9. Telephone module

8.4. Lighting
8.4.1. OT Light Control
8.4.2. Control of area lighting / Switching and dimming.
8.4.3. Two groups of room lights.
8.4.4. General dimming.

9. CABINETS

9.1. GLASS CABINET TO KEEP SUTURE MATERIAL ETC.
9.1.1. Should be flush mounted integrated in the wall panel.
9.1.2. Frame and body made of stainless steel 1.4301.
9.1.3. 2 glass doors with surrounding gasket.
9.1.4. 5 shelves of adjustable height made of 8 mm security glass.
9.1.5. Dimension: - H x W x D mm: 1000 x 1000 x 120 mm approx.

9.2. EQUIPMENT CABINET
9.2.1. Wall cabinet for surgical instruments.
9.2.2. Flush integrated in panel wall.
9.2.3. Frame and body made of stainless steel 1.4301.
9.2.4. 2 stainless steel doors with surrounding gasket.
9.2.5. 5 shelves made of stainless steel.
9.2.6. Shelves adjustable in 50 mm steps. Dimensions H x W x D: 2000 x 900 x 650 mm approx.
9.2.7. Magnetic lock must be installed in the doors of cabinet.

10. X RAY VIEWER
10.1. X-ray viewer should be LED type with minimum size of 800 X 450mm.
10.2. It should be wall integrated model.
10.3. It should be with shutters and brightness control, seamless brightness control at least 50% of the total brightness.

11. FLAT MONITOR INSTALLATION
11.1. The wall should have a provision for installation of 42" monitor.
11.2. It should be guided with a security glass with minimum size of 48" in the top flushed to the wall.

12. WRITING BOARD
12.1. The writing board should be made of frosted toughed glass which should be seamlessly part of the OR wall.
12.2. It should have a magnetic strip behind it to hold the duster & pen.

13. NURSES WORKSTATION
13.1. TFT-LCD HD Display 24”-26”; flush mount onto the OR-wall for integration
13.2. Resolution: 1920 x 1080
13.3. Brightness/contrast: 300 cd/m² or 3000:1(APPROX)
13.4. DICOM pre-set: up to 10 user
13.5. Power supply: AC 220-240 V (50/60 Hz)
13.6. monitor should be housed in safety glass 6mm ,anti-reflection-coated
13.7. Foldable Keyboard with mouse control should be placed on the wall
13.8. INTEL® Core™ 2 CPU, 3GHz, 4 GB RAM, 160 GB HDD or better
13.9. Gigabit LAN (no operating system)
13.10. Classification according the 93/42/EEC Directive Medical product class I

14. NURSES MANGER'S DESK
14.1. PC integration with all OR Workstation & designed for 24/7 continuous operation
14.2. PC integrated into monitor frame
14.3. CPU: Intel Core i5 or above
14.4. Chipset: Intel Q77 Express
14.5. RAM: 4 GB DDR3-1066 (max. 32 GB)
14.6. HDD: minimum 300 GB
14.7. Ports: 2x Gbit LAN, 2x USB 2.0, 2x USB 3.0, 1x RS 232 Audio in/out
14.8. Operating system: Microsoft Windows 7 Professional or more

15. SCRUB STATION
15.1. The surgical scrub sink should be designed for providing surgeons with a convenient sink for Pre Op scrubs up.
15.2. The number of bays – double bay.
15.3. The scrub station should be made of SS (AISI 304) and should be wall mounted and designed as per the high aesthetics of the theatre complex.
15.4. Fresh water and waste water piping ready for connection.
15.5. It should configure with 3 x optoelectronic tap, 6 x soap- and disinfectant dispenser, 1 x brush dispenser.
15.6. It should have thermostatic control taps with failsafe temperature switch.
15.7. It should have knee control /Switch from the front.
15.8. The scrub station should be designed to prevent water splashing.
16. FLOORING

16.1. OR FLOORING

16.1.1. The flooring should be conforming to standards DIN EN 1081, DIN EN 1815, EN 12466, EN 425, EN 423 & EN 433.

16.1.2. The flooring inside the OT should be done with medical grade vinyl tiles having conductive properties inside the OT area.

16.1.3. The area where the OT table is placed should have a separate colour coding

16.1.4. A substrate floor will be provided; having a flatness tolerance of ± 3mm over a one square meter area.

16.1.5. On to this sub-floor, a self-levelling compound of minimum thickness requirement of 3mm with the requisite primer should be applied to level the floor to true flatness.

16.1.6. Copper grounding strips of not less than 0.05mm thick, 50mm width, should be laid flat on the above floor and connected to copper wire of grounding / separate earth point.

16.1.7. The floor finish should be 2mm thick Anti-static conductive vinyl flooring, laid on a semi conductive adhesive base.

16.1.8. The vinyl flooring should be homogenous material incorporating carbon encapsulated granules throughout its full thickness and has a conductive backing.

16.1.9. It should have excellent resistance to static and rolling loads and be classified 34-43 in accordance to EN 649.

16.1.10. It should display excellent resistance to chemical products such as detergents, acids and alkaline products

16.1.11. It should be fire resistant, scratch resistant, chemical resistant & resistance to fungi – bacterial growth.

16.1.12. It should be non-absorbent, impervious and non-porous.


16.2. FLOORING IN COMMON AREA AND ROOMS

16.2.1. Flooring seamless with perfectly curved flash-covings, resistance to mechanical stress and dynamic loads.

16.2.2. It should have ESD protection characteristics, 2mm thick, washable vinyl, with self-levelling compound & primer for proper installation.

17. Hatch Box::Dimension(Lx Bx H) :600 x 600 x 600 mm (approx.)

17.1. A hatch should be provided in between the sterile corridor & operation theatre sterile preparation room as mentioned in layout.

17.2. Each hatch should be equipped with two doors and the doors should be operated electronically.

17.3. The hatch should be designed in such a way that only one door should be opened at one time.

17.4. The UV light should be installed that is kept on while both the doors are closed, this UV light should automatically turn "OFF" in case of opening of either of the doors.

17.5. There shall be indicators on both sides of the OT such that the doors open/close status can be monitored from both ends.

18. ELECTRICAL WIRING

18.1. The Structure should contain separate cable pathways for the routing of electrical services and a variety of openings and rear enclosures for the fixing of electrical components.

18.2. Cable sizes for power sockets, earth and potential equalization wiring should be provided according to the specific requirements of the site.

18.3. The complete electrical wiring and installation of the Operation Theatre complex within the modular OT should be done as per high standards and should ensure connectivity to the individual Electrical Distribution Boxes (UPS backed) provided by us.

18.4. Detailed electrical drawing should be provided.

18.5. Special High Quality Electrical Distribution boxes controlling each OR individually should be
provided from a central distribution panel.

18.6. This should be of high quality for use in a hospital environment.

18.7. Isolation protection cabinets:-


18.7.2. Each IPS system should have minimum 16 circuits breakers.

18.7.3. Without changeover/Bypass function/feeder switch.

18.7.4. Each IPS should be equipped with an isolation transformer with line isolation monitoring, overload monitoring & GFCI (Ground fault current interrupter and alarms (audio visual).

18.7.5. All internal wiring should terminate in connectors with screw & clamp spring connections of the clip- on type mounted, on a DIN rail & labelled with clear labels. Individual feeds or miniature circuit breakers should protect all internal circuits.

19. GAS PIPE LINE MEDICAL IN THE OT COMPLEX

19.1. Medical gas outlets should be connected to the anaesthesia and surgical Pendants from pipes running within the substructure/ceiling. The piping used should be medical grade copper tube.

19.2. The modular wall panel should have outlets CE Certified for the medical gases as per the final drawings. The piping should be connected to the central gas systems of the hospital provided in the OT Complex.

19.3. All MGPS related systems and its individual components must comply with standards like NFPA99/BSEN & all the copper pipes must be Lloyd’s registered and certified. Outlets must be of the same type as on the other areas of hospital (NFPA99 standards).

19.4. Bed head panels (10 nos)

19.4.1. The bed head panel shall be constructed out of extruded aluminum profiles with powder coating and inbuilt railings. The bed head panel shall house gas outlets and electrical sockets and switches.

19.4.2. The panel shall have provision for incorporating nurse call system facility. Segregation of service i.e. electrical and medical gases shall be maintained throughout as per standard.

19.4.3. Each bed head panel shall accommodate the following Gas Outlets:

- Oxygen: 2 Nos.
- Compressed Air: 1 Nos.
- Vacuum: 2 Nos

19.4.4. 6/16 amps switch & socket outlet: 4 nos.

19.4.5. IV poles: 2 nos.

19.4.6. Provision for One Nurse call system

19.5. The MGPS system (1 set mentioned in BOQ) must consist of adequate quantity of Area Alarm Units, Area Valve Units, Gas specific Outlets, Gas Specific adopter, Valve Box, Copper Pipe, Bed Head Panel(10 no’s), CO2 manifold system (for 4 cylinders) for 8 no’s of ORs, Pre-OP and post OP Area.

20. ANESTHESIA GAS SCAVENGING SYSTEM (AGSS)It must be a Single Unit with duplex system and must be installed in the disposal lobby area with adequate automatic PLC controller & electrical panel.

20.1. Product should meet BS 6834, BS EN 737 or NFPA 99 standards.

20.2. Anti-vibration pump mounts must be installed.

20.3. Standard controls should include complete operating and indicating system

20.4. Vacuum relief valve must be provided.

20.5. Provision of condensation traps and flexible links from exhaust

20.6. Ability for floor and wall mounting

20.7. Must be weather proof

20.8. There should be provision of remote operation.
20.9. It should be compatible with the existing anaesthesia work stations.

20.10. Additionally the inlet connection shall incorporate a vacuum switch and relief valve. The control unit must desirably be enclosed in powder coated steel with indicators for power on and system running, together with indicators for pump failure. Also there should provision of standby pump which gets activate automatically on primary pump malfunction.

21. AHU (HVAC) System (Must be Rooftop type (RTU) and independent for each OT and Utility Area)

1. Set consists of 8 nos. units for 8 modular OTS & other required units for other utility areas & detail Capacity of each units should be mentioned clearly in the technical bid

21.1. AHU – AIR HANDLING UNIT (DOUBLE SKIN TYPE)

21.1.1. Type
   i. The air-handling units are of doubles skin construction, draw-throaty decompressing of various sections such as Pre-filter section, coil section, and include din schedule of quantities.
   ii. Unit must be able to work satisfactory in exposed atmosphere conditions.

21.1.2. Casing
   iii. Double skinned panels are fabricated with anodized extruded aluminium extrusion frame work bolted together with sandwich panel having powder coated 0.70mm sheet for outer skin and plain GP0.63mm sheet for inner skin. 43mm thick PUF insulation material is injected between the two panels (with U-value not greater than 0.85W/m2k)
   iv. The entire frame duly painted is mounted on sheet steel channel. The panels are sealed to the frame work by heavy-duty ‘O’ ring gaskets held captive in the framed extrusion.
   v. All panels are detachable or hinged. Hinges are made of die cast aluminium with stainless steel pivots, handles are made of hard nylon and be operational from both inside and outside of the unit.
   vi. All fixing and gaskets shall be concealed.

21.1.3. Motor and Drive
   i. Fan motors are highly efficient and work on 440±10%volts, 50 cycles, three phases with explosion proof type with class F installation, with IP55 protection.
   ii. Motors are especially designed for quiet operation and motor speed does not exceed 1440 rpm.
   iii. Drive to fan is provided through belt-drive arrangement.
   iv. Belts are of the oil-resistant type.

21.1.4. Fan
   i. Fan are of centrifugal type, conforming to AMCA 210 and are double width, double in let with forward-inclined airfoil blades, specially designed and suitable for the required operating pressure.
   ii. Fan casing are made from galvanized steel sheet.
   iii. Fan shaft is grounded C40 carbon steel and supported in self aligning plumber block operating less than 75% of first critical speed, grease lubricated bearings.

21.1.5. Cooling Coils
   i. DX coils have 12.5 to 15 mm Dia tubes minimum 24G thick with sine-wave aluminium fins firmly bonded to copper tubes assembled in zinc coated steel frame.
   ii. Face and surfaces areas are such as to ensure rated capacity from each unit and such that the air velocity across the coil does not exceed 150 meters per minutes.
   iii. Each coil is factory tested at 21-kg/m2 air pressures under water.
   iv. Tube is hydraulically/mechanically expanded for minimum thermal contact resistance with fins. Fin spacing is 4-5 fins per cm.

21.1.6. Filter
Each unit is provided with a factory assembled filter section containing washable synthetic type air filters having anodized aluminium frame.

The media is supported with HDP mesh.

Filter banks are easily accessible and designed for easy with drawl and renewal of filter cells.

Filter banks face velocities do not exceed 100m /minutes.

Differential pressures which is to be fixed across the filter as part of AHU's system.

Pre filters must be installed with the air duct to prevent heap filter to clogging.

**Ducting**

The duct supply system should be free of construction debris.

Ducting shall be made of Aluminium (22 Gage) with curves & bends where indicated for easy flow of air and ensured to be air tight by applying silicon sealant after fabrication.

Hangers shall be provided to ducts & shall be suspended by means of G.I. coated rods & these shall not be more than 2.5mtrs apart.

Thermal insulation with 9mm XPE for supply & return air ducts. Joints will be lapped with Nitrile rubber tape for better insulation.

The designed must be such a way that, there must not be sweating inside the OR complex throughout the year in any weather condition.

**Air Cooled Package Chiller/ Condensing Units.**

**Compressor**

The compressor shall be of screw / scroll type, hermetic, in accordance with ARI 520, direct driven with capacity control arrangement.

The compressor casing shall be of cast iron and designed for 450 psi or higher.

The compressor shall incorporate rolling element bearing to support rotating assembly.

The rotor shall be higher steel alloy.

Refrigerant circuit components shall include flexible pipe connectors, hot gas muffler, high side pressureswitch, liquid lines shut-off valves, suction and discharge shut-off valves, filter drier, moisture indicating sight glass, electron iconthermostatic expansion valve(EXV), heavy duty pressure gauge with cocks to monitor suction, discharge and oil pressure and complete operating charge of refrigerant and compressor oil.

**Motor**

Compressor motor shall be of Hermetic/ semi-hermetic direct drive, squirrel cage, two poles, induction type, and refrigerant cooled motor suitable for 415V / 50Hz.3phase supply.

Hot gas motor cooling is not acceptable.

**Condenser**

Condenser shall be air cooled type.

Tubing shall be copper, Aluminium fins high efficiency type.

Tubes shall be nominal 19mm. Outer diameter and thickness shall not be less than 22g, and rolled into tube sheets and shall be individually replaceable and also tubes shall be coated with corrosion resistant coating.

Condenser fans shall be direct coupled to motor and protected against over loading and with mini mum 1.15 service factors.

Condenser design shall allow isolating refrigerant charge when servicing the compressor.

The designed must be such a way that, there must not be sweating inside the OR complex throughout the year in any weather condition.

System offered should comply with the above technical specifications, the Air Handling Unit with Air Cooled Package Chillers / Condensing Units should have adequate capacity as per the airflow/air pressures and air changes calculated as per different OTs & other utility area should maintain a temperature range between 18 -24 Degree Celsius.

**AC DUCTING**
21.4.1. Ducting should be made of Aluminium (22 gage) (INSIDE OT ONLY), with curves & bends where indicated for easy flow of air and ensured to be air tight by applying silicon sealant after fabrication.

21.4.2. Hangers should be provided to ducts & should be suspended by means of G.I. coated rods.

21.4.3. Thermal insulation with fibre glass & with aluminium foil for supply & return air ducts.

21.4.4. Joints will be lapped with Nitrile rubber tape for better insulation.

21.4.5. The ducts should be connected to HVAC system provided by the Institution Outlets and Inlets would be brought upto the OT area from where the same is to be connected to the Laminar flow and return air system as well as to the common area and rooms in the OR COMPLEX

22. Cascade Pressure Stabilizer

22.1. Cascade pressure stabilizers should be multi-bladed units specifically designed to control room air pressures in critical areas, such as operating theatre suites.

22.2. Each stabilizer should comprise of carbon steel housing with Grade 304 Stainless steel blades, which pivot upon sealed for life bearing assemblies.

22.3. Balancing is carried out utilizing a proven balance weight assembly.

22.4. These stabilizers should be accurate to arrange of 1 Pascal over their working range of 5-35 Pa.

23. OR PENDANTNS

23.1. SURGICAL PENDANT

23.1.1. The Surgical Equipment Pendant should be a combination of:

23.1.2. A supply column carried by 2 swivel arms of approx. 800 mm length each (as per BOQ) with arm rotation facility of 300 degree or more, for holding the endoscopy equipment.

23.1.3. The pendant should not have any sharp edges or any construction that may be an obstacle to the surgical staff.

23.1.4. The 2 swivel arms, carrying the supply column, should have the maximum degree of rotary motion in the horizontal plane and should be able to withhold a weight of not less than 200 kg & equipped with electromagnetic /pneumatic brakes.

23.1.5. The supply column should be equipped with 5 nos. height adjustable shelves of W X D X H: minimum 770 mm X 500 mm X 40 mm and a drawer. The shelves size should be able to accommodate the standard endoscopy equipment.

23.1.6. The supply column should have the following gas outlets:

1x Oxygen
1x Compressed Medical Air
1x Compressed air (7 bars)
1x Vacuum
1x CO2

23.1.7. Additionally, the supply column should have 12 electrical sockets (5 Amp & 15 Amp) with face plate of international standards which can be compatible with equipments of foreign origin. Patch Panels for Communication and Audio Video Routing& two nos of RJ45 data sockets.

23.1.8. The pendant's ceiling fixture should also be provided and should take into account the distance between the true ceiling and the false ceiling.

23.1.9. The pendants should be having US FDA/European CE/BS EN 737/NFPA99 Certification.

23.2. ANESTHESIA PENDANT
23.2.1. The Anaesthesia Pendant should consist of one swivel arm of length 1000 mm with a gas supply column with arm rotation facility of 300 degree or more and should be able to hold a weight of not less than 200 kg.

23.2.2. The pendant should not have any sharp edges or any construction that may be an obstacle for the surgical staff.

23.2.3. The arms should be made of a swivel unit having a maximum degree of rotary motion in the horizontal plane equipped with electromagnetic/pneumatic brakes.

23.2.4. The supply column should be equipped with one height adjustable shelf and a drawer.

23.2.5. The supply column should have the following gas outlets:
   - 2x Oxygen
   - 1x Compressed Medical Air
   - 1x Exhaust Anaesthetic Gas Scavenging
   - 2x Vacuum

23.2.6. The supply column should have 12 electrical sockets (5Amp & 15 Amp) with face plates of international standards which can be compatible with equipment of foreign origin.

23.2.7. The pendant’s ceiling fixture should also be provided and should take into account the distance between the true ceiling and the false ceiling.

23.2.8. The pendants should be having US FDA/European CE/BS EN 737/NFPA99 Certification.

24. OPERATION THEATRE LIGHTS & ARMS

24.1. LED OPERATION THEATRE LIGHT COMBINATION WITH 1 MONITOR ARM

24.1.1. The LED OT LIGHT ASSEMBLY should consist of the following:
   a) One spring arm carrying the Main Surgical Light.
   b) One spring arm carrying Satellite Surgical Light with a built-in Surgical (Light) Camera.
   c) One spring arm for carrying a 19” Touch Screen or 26” monitor.

24.1.2. The assembly should not have any sharp edges or any construction that may be an obstacle for the surgical staff.

24.1.3. The Main and Satellite Light should have the following specifications:

24.1.4. Features:
   a) Cool light in variable temperature
   b) Space saving design
   c) Light field adaptable
   d) Intuitive operation
   e) Compatible with laminar flow systems
   f) Easy to position via the cardanic suspension
   g) Optimized ergonomics
   h) Variable Adjustable colour temperature –
   i) The touch panel to control various functions like field, illumination, colour temp etc

24.1.5. Specifications:
   a) Min. Illuminance : 160,000 lux + 130,000 Lux (+/- 10%)
   b) Light Field Diameter : 22 - 32 cm + 20 - 30 cm (+/- 5%)
   c) Colour Temperature : 3,800 - 4,800 K, variable
   d) Colour rendering index (CRI) : 95
   e) Luminous efficacy : 280 lm/W
   f) Illumination depth : >100 cm
24.1.6. The spring arms be carrying the 26” Flat Screen or 19” Touch Screen should be of type ACROBAT 3000 and should have the maximum degree of rotary motion in the horizontal plan.

24.1.7. The Surgical Camera should be a built-in the centre of light should be HD camera having the following specifications:

a) Electronic control of zoom and aperture size.

b) Automatic adjustment of the white balance.

25. **OR INTEGRATION**

25.1. The Integration system should be state of the art combination of various applications into a sole Source solution, providing full HD / 3D / 4K image management with documentation and safety.

25.2. It should be fully Digital IP based platform available with robust feature sets and an enhanced graphical user interface boosted on OM3 fibre-optic cables.

25.3. It should support uncompressed intra OR & inter OR Video over IP i.e. within and among Operating Rooms.

25.4. It should include CONTROL, Patient Entry, Capture, Patient Safety, Archiving & Routing and Communication though touchscreen in order to exceed the expectations of clinicians today while being ready in Meeting their demands in the future.

25.4.1. Touch screen to meet the following technical criteria:

- **25.4.1.1.** Touch Screen should be 21” or more.
- **25.4.1.2.** Medical grade screen to be wall/Pendant/desk mounted.
- **25.4.1.3.** Inputs: RS232/VGA /DVI –D /HDMI
- **25.4.1.4.** Optimal resolution: 1920 X 1080.

25.5. **MONITORING & VISUALIZATION (Video Over IP)**

25.5.1. **26” FULL HD FLAT MEDICAL GRADE LED SCREEN**

Such Monitor should meet the following technical criteria:

- **i.** The flat panel monitor should be 26” or more HD LED Flat-panel Monitors with option of being mounted on a ceiling arm.
- **ii.** The monitor should be able to support and display both analogue and Digital-HD in the highest format.
- **iii.** Full HD Colour Monitor 26” Flat Panel Monitor (with LED Back light).
- **iv.** PAL/NTSC system compatible.
- **v.** Compact & Lightweight design.
- **vi.** Resolution : 1920 x 1080 dots or more
- **vii.** Progressive Scan Display
- **viii.** Inputs : DVI, RGBHV, S-Video, Composite, HDMI, supports 3G SDI and display port.
- **ix.** Should be Video over IP ready to allow direct fiber-optic input.
- **x.** Cables: to be offered in case the same is not offered with the Monitor arm.
- **xi.** Power supply should be DC 24 volt and direct AC 220v power supply for a monitor on spring arm shall not be accepted as it can be dangerous for user.
- **xii.** Automatic failover mode should be available towards secondary input
- **xiii.** Monitor should be DICOM 3 compliant.
- **xiv.** It should allow import of DICOM data from Hospital Network/ PACS.
- **xv.** Screen protection should be non-reflective PMMA cover.
- **xvi.** Should have semi-sealed fan less design for cooling.
- **xvii.** Integration Company should provide cable cover at the back for safety and sterility of the system such that no cable shall be visible from behind.
25.5.2. **42” LED TV Large Screen (Wall mounted)**

At least 42” Full HD (1920X1080 pixel) large Screen should be mounted on a selected wall within the OR with fibre optic connection.

25.6. **Patient Data Entry**

25.6.1. The system should allow the clinician to easily access existing patient references and patient specific data automatically. Enabling them to either input the data manually or pull it directly via the hospital’s information system or through the built-in DICOM work-list.

25.6.2. Each patient specific field should allow for the user to verify the patient data and ensure they are performing the necessary registration for images, videos, and checklists.

25.7. **PATIENT SAFETY**

25.7.1. WHO (World Health Organisation) recommended patient safety checklist should be offered and same should be controlled from this touch screen.

25.7.2. Safety checklist should be able to customize also depending on flow of surgical team.

25.8. **Full HD/ 3D/4K IMAGE/VIDEO DATA ARCHIVING SYSTEM**

i. Should be user friendly software designed specifically for medical purposes (certified to be used in OT).

ii. Capable of capturing still images and videos (optional with audio) in 2D FULL HD or 3D (with optional 3D-camera system)/4k , water mark feature, playback of 2D / 3D (optional 3D-system require)/4K Content

iii. Intelligent, adaptive storage management, Automatic storage in the background to reduce the time between the interventions. Easy management and overview of open/automatic save processes

iv. Resolution of both still images & videos should be 1920x1080p

v. Should write multi-session and multi-patient CDs/DVDs

vi. Parallel (synchronic or independent) recording of two image sources

vii. Controllable via touch Screen, camera head buttons, footswitch mouse and keyboard

viii. Fully controllable from inside and outside the sterile field

ix. Should Support network storage on file servers

x. Should Support FTP storage.

xi. USB support for storage on USB drives.

xii. Integrated security software as a protection against malware, independent from security patches of the operating system and that is only possible to run certified software.

xiii. Integrated surgical checklist following the WHO standard or customizable.

xiv. Basic functions for the editing of still images and videos

xv. Customizable print-outs for the documented information

xvi. Should print to any connected printer (local or network)

xvii. HIPAA compliant

xviii. Integrated surgical checklist following the WHO standard or customizable.

xix. Buffer system to insure reliability

xx. Medical grade unit with CE mark

xxi. Processor: CPU: Intel® Core™ i7-2600 @ 3.4GHz

xxii. Video format: MPEG-4, MPEG-2, MOV

xxiii. RAM: 8GB

xxiv. Video signal inputs: 2x DVI-D

xxv. Internal Memory: SSD (70GB) | HDD (minimum 1 TB).

xxvi. Drive: Multiform Slim line DVD RW, Blue-ray reader

xxvii. Connectors: 3 x 1 GB Ethernet (RJ 45), 6x USB 2.0, 2x USB 3.0

xxviii. DICOM and HL7 interface

xxix. Type approval: IEC 60601-1-1, EN60601-1, EN60601-2

xxx. It should allow import of any modalities such as MRI, CT, X-Ray, PET, SPECT, Ultrasound etc
25.9. Network Based OR Infrastructure

25.9.1. A 10 Gbps Network Switch capable of transmitting images and data within the operating room **without compression and near zero latency**. Switch provides communication to interface devices which are identified as sources and can provide immediate conversion from native to digital processing. The 10 Gbps network switch provides the distribution of video, audio and data, both within and beyond the OR. All information should be transmitted through the same fibre optic cable.

25.9.2. Technical Data:
   i. IP - Backbone System with 10 Gbps.
   ii. Up to 1.28Tbps switching performance with more than 40 ports 10 Gbps and 4 ports 40Gbps
   iii. Sub one microsecond low latency for Layer 2 switching and Layer 3 switching
   iv. Robust MAC and IP security framework
   v. Internal redundant AC/DC power supply.
   vi. Nominal Input Ratings: 100VAC – 240VAC, 50/60Hz, 2.5A
   vii. 64-bit MIPS Processor, 1GHz clock
   viii. High bandwidth for seamless switching & forwarding

25.9.3. Interfaces Devices
   i. **Support transmission of native DVI-D, SDI, VGA,**
   ii. S-Video, Composite, and audio via fibre optics
   iii. IP Connectivity: 10GbE fibre optic link with SFP+ Connector
   iv. Process up to 300 Mbps
   v. Resolution up to 2560x1600/60Hz
   vi. USB 2.0 Connection type A/B
   vii. Status LED and full auto-detection of all devices
   viii. Ethernet AVB801.2 compliant
   ix. Approved for medical environment
   x. Single and Dual DVI-D output
   xi. Secure Encryption/Decryption Interface

25.9.4. Consisting of a Network Switch device with following special features:-
   i. External redundant power supply
   ii. Transmission of data up to 10Gbps
   iii. Single and Dual Channel output
   iv. Network MAC address security
   v. Rack mountable
   vi. Auto detect connected devices

25.10. IP BASED INTEGRATED COMMUNICATION SYSTEM

25.10.1. AUDIO VISUAL COMMUNICATION

   i. The Audio/Video IP based Integrated communication system should be with open architecture and upgradable to future input output requirements and presently should be able to accommodate minimum equipment listed below.
   ii. System should be able to show only connected sources on routing screen, Auto detect and define any source in the OR when it is connected to system.
   iii. Should have Robust, Reliable and Portable connector and cable.
   iv. Any of the following Inputs to - Any and all of these Outputs over IP
   v. The OR should integrate Video Sources and destinations listed below, any of the following inputs to any and all of the outputs over IP.
   vi. The system should allow integration with the existing Hospital HIS platform HL7, DICOM3, IHE standard
   vii. The system should allow integration with existing Hospital PACS system
viii. **Input/output Video Sources** as following
   a) Endoscopic Camera
   b) OT Light Camera
   c) HD Room Camera
   d) PACS PC
   e) Patient Vital Signs
   f) Surgical Microscopes
   h) Monitor 1 (Spring Arm)
   i) Monitor 2 (Desktop)
   j) 42” Monitor on Wall.
   k) Archiving Unit
   l) Video Conferencing
   m) And others as per future requirements

ix. **Approvals**: Medical device according Medical Device Directive (MDD) 93/42/EWG, CE marked, Medical device class I

### 25.10.2. ROOM CAMERA

i. A HD Room Camera should be installed on a selected wall in the OR.

ii. The Room Camera should have the following technical specifications:
   a. Video Signal: PAL
   b. Effective Pixels: 1920x1080
   c. Lens: ×20 Optical Zoom, f=4.7 mm (wide) to 94 mm (tele) F1.6 to F3.5
   d. Angle of View H: 55.4 degree (wide) to 2.9 degree (tele) 1080 mode
   e. Minimum Illumination: High sensitivity Mode: 0.5 lx (F1.6, 50 IRE) Normal mode: 1.7 lx (9F1.6, 50 IRE)
   f. Exposure control: Auto, manual, Priority Mode (shutter priority & Iris priority) bright, EV comparison, slow shutter AE
   g. Shutter Speed: 1 to 1/10,000 s
   h. Gain: Auto/Manual/Max. AE gain limit (-3 to 28db, 2 db steps)
   i. White Balance: Auto, Indoor, Outdoor, One push, Manual
   j. S/N Ratio: >50 dB
   k. Pan/Tilt Angle Pan: ±170° Tilt 90°/-20° Speed Max Pan: 100°/sec Tilt 90°/sec
   l. Video Output: DVI
   m. Control Terminal: Interface RS-232C/ RS-422 Protocol: VISCA/10G and 1,2TBOS backbone
   n. Operating Temperature: 0° to 40°C

### 25.10.3. BI-AMPLIFIED ACTIVE LOUDSPEAKER

i. A bi-amplified active Loudspeaker, dedicated for videoconferencing and audio playback, should be installed on a selected wall in the OR.

ii. The Loudspeaker should have the following technical specifications:
   a. Input Signal: Analog
   b. Maximum short time sine wave: ≥ 100 dB SPL
   c. Acoustic output at 1 m on axis in half space, averaged from 100 Hz to 3 kHz
   e. Maximum peak acoustic output: ≥ 108 dB SPL @ 1m per pair with music material
   a. Drivers
   b. Bass: 5”
   c. Treble: 3/4” metal dome
   d. Crossover frequencies: 3 kHz
   e. Free Field Frequency Response: 58 Hz - 20 kHz (± 2 dB)

iv. Amplifier power
   a. Bass: 40 W
   b. Treble: 40 W
25.10.4. WIRELESS HEADMIC

i. The Integrated Communication System should be provided with a Wireless Head Mic to enable the user to initiate telephone calls, recording audio comments on the archiving system, etc…

ii. The Wireless Head Mic should be based on a high-quality state-of-the-art RF transmission with a high level of operational reliability and ease of use.

iii. The Headmic Transmitter and Receiver should permit wireless transmission based on the use of:
   a. Further optimized PLL synthesizer and microprocessor technology,
   b. The HDX noise reduction system
   c. The pilot tone squelch control
   d. The true diversity technology (rack-mount receiver only)
   e. The scan function for scanning the channel banks for free channels.

25.10.5. TELEPHONE MODULE

i. System should be able to integrate a SIP telephone system and shall allow the surgeon or his assistant to make telephone calls by dialling form the touch screen.

ii. An In-ear system should be provided to allow the caller to make discrete telephone conversation.

25.10.6. AUXILIARY PATCH FOR INPUT FROM DIGITAL AND ANALOG VIDEO SOURCES

i. All cables, patch panels, racks, routers etc should be certified to be used in ORs and no local cables, patch panels etc. shall be accepted.

ii. The system should be installed by certified installers only from Integration company.

iii. All of the above should be imported from single source and should be certified for use in the OR from one integration company.

iv. The bidder should have 3 or more operating rooms installed with the asked system anywhere in India/Global.

25.11. Video Conferencing

25.11.1. 2-WAY VIDEO 2-WAY AUDIO CONFERENCING

i. The audio/video streamer should provide independent streaming channels offering real time image and sound that can be accessed from any networked station provided with authorisation key.

ii. Therefore, an audio/video Encoder should be installed in the communication Center. The encoder should be capable of accepting S-video and audio signals and should streams these signals over the hospital’s LAN in MPEG4 compressed data. Furthermore, the encoder should be capable of 2-way video & 2-way Audio communication between the OR and the remote location.

iii. Furthermore, the streamer should be provided with an intuitive user interface that offers the user the capability to watch, from any networked station, the desired video source (i.e. HD Endoscopic Camera, Room Camera, etc…) from the selected OR.

iv. Provision of high speed multicast LAN with active LAN sockets and remote PCs is responsibility of hospital and shall be provided to the Integrating Company for the purpose of streaming videos.

25.12. CENTRAL DEVICE CONTROL MANAGEMENT SYSTEM (Item has to quote optionally in technical bid)
i. The main purpose for the implementation of the Integrated OR is the ability to provide full control for the surgeon or his assistant of the OR equipment, and environment via a touch screen. The system should be simple, user friendly, secure and upgradeable.

ii. The successful bidder should design, construct and complete a seamless management system consisting of a medical grade central control unit that provides full flexibility to the surgeon or his assistant and to the OR nurse for the control of all functions, systems and devices available in the operating room via a SINGLE touch screen located within the sterile field and simultaneously from mouse and keyboard located in the nurse station, which positioned outside the sterile field.

iii. The central control unit should be able to manage the medical and non-medical devices such as OT Light, OT light Camera inside the operating room (Suitable interface required).

iv. It should integrate the endoscopy equipment, archiving and communication systems. In addition, it should be able to control 32 different endoscopic units and to store up to 100 individual presets (by doctor and procedure, or both) for the endoscopy equipment that can be accessed for quick set up for individual physicians.

v. The system should also provide an overview display of up to 12 units simultaneously.

vi. Furthermore, the central control unit should be able to display on the touchscreen an exact replica of the actual endoscopy device’s front panel.

vii. This is necessary for the ease of control and to ensure that any person familiar with the key functions of the medical devices will also be able to operate the device by using the touch Screen.

viii. The central control unit should also be able to display on the touch screen alert text messages, whenever a warning signal is emitted from a faulty device.

25.13. Additional Requirements

i. Firefighting Alarms should be installed inside all OR, Utility areas and sterile corridors & to be connected to our exiting alarm system.

ii. HVAC ducting may be realigning to achieve the minimum height of 8.5 ft from floor to furnished ceiling.

iii. GAS manifold system (As per specification detailed in point no.19) with bed head panels should be installed in the Post OP area& pre op are to accommodate 5 beds.

iv. The AHU systems must be Rooftop type and to be installed on the roof top of the same building (i.e. on the roof of forth floor) which can be controlled from the AHU control room indicated in the layout of the OT floor. All the AHU units(Rooftop type) must be independent for each OT and other utility area. The necessary turnkey works (civil, Electrical, electrical panels, cables, Ducting, Lighting, Earthing, covering roof for the AHU/RTU, Insulation etc.) Must be a part of this fully turnkey work.

v. All the additional civil work for utility areas (flooring, walling, doors, windows, ceiling, Electrical fittings like switch sockets, cabling, MCBs , plumbing works, lighting, etc) must be a part of this fully turnkey work.

vi. Bidders have to quote each and every items listed in BOQ, or else the bid may be treated as withdrawn.

vii. The main OT entrance door, Scrub area doors have must be labeled as per NEIGRIHMS.

viii. Technical datasheet & catalogues of all quoted items must be provided in the technical bid as hard copy (with make & model) &soft copy in the time of EMD Submission or else the bid may be treated as withdrawn.
ix. Hard copy of AutoCAD 3D Drawings has to submit in the technical bid & soft copy with viewer tools at the time of EMD Submission which will also a part of bid evaluation process or else the bid may be treated as withdrawn. Modification & rebuilding of toilets& showers as per lay out is a part of this turnkey work & It should be modular type structure with HPL /PVC for partition and flooring with antiskid tiles.

x. Modification & rebuilding of toilets& showers as per lay out is a part of this turnkey work & It should be modular type structure with HPL /PVC for partition and flooring with antiskid tiles.

xi. Doors in utility area: Providing and fixing best quality C.P. Teak wood frame for doors/ flush doors both the side finished with good texture veneer/mica sheets & polished.

xii. Windows in disposal Area: All the windows must be sealed from both the sides with security/Safety glass of minimum 10mm thickness and fitted in such a way that the clear light can come from the disposal area without any obstruction.

xiii. Techno commercially Lowest bidder/manufacturer must have to submit AutoCAD Drawings as hard copy and soft copy. Also to submit soft copy diagrams (3D diagrams OT diagram, Utility areas included in the turnkey work, HVAC Details, Electrical wiring details, Backup plan, and Structural diagram. Fire alarm exit diagram, OT Integration connectivity & diagram for all OR and control room, flooring & ceiling design and layout) before starting the execution process.

xiv. Following Components of the tender must have certification like BSEN/NEFA99/ASTM/EN ISO/BIS /DIN/FDA /ISO 13485 :2012 as applicable and also to submit exclusive authorisation for the same tender.

  a. Wall panels for OR and Auxiliary areas
  b. Substructures for wall panelling,
  c. LAF
  d. OR & Auxiliary area Doors
  e. OR Windows
  f. OR lights
  g. OR Auxiliary Lights
  h. Control Panel
  i. OR Cabinets & Suture Cabinets
  j. OR Flooring
  k. MGPS related accessories
  l. AGSS system
  m. OR Pendants

xv. Any Dismantling/Modification to the existing walls must be done with power saws /tools. No manual hammering can be allowed.

xvi. Doors between OR area and the patient entry area (D3) & door between OR Area and scrub area (D5) must be hermetically sealed & other doors must be air tight.

All the above work to be done on turnkey basis, civil work including breaking of walls in the OR compiles shall be within the scope of work.

**LAYOUT /PLAN FOR MODULAR OT:**
TENDER ENQUIRY NO: NEIGR/S&P/OT/E-31/2017 -18
<table>
<thead>
<tr>
<th>Name</th>
<th>Area approx.(m²)</th>
<th>Volume approx. (m³)</th>
<th>(Min) ACH</th>
<th>Room Pressure</th>
<th>SUPPLY / m³/hr Approx.</th>
<th>QTY OF SUPPLY DIFFUSERS</th>
<th>EXHAUST / m³/hr</th>
<th>QTY OF EXHAUST DIFFUSERS</th>
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<th>Return terminal</th>
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SECTION-VII
TECHNICAL SPECIFICATIONS
GENERAL TECHNICAL SPECIFICATIONS

GENERAL POINTS:

1. Warranty:

a) Five years Comprehensive Warranty as per Conditions of Contract of the TE document for complete equipment (including X ray tubes, Helium for MRI, Batteries for UPS, other vacuumic parts, _____ &_____) and Turnkey Work from the date of satisfactory installation, commissioning, trial run & handing over of equipment to Hospital/Institution/Medical College.
b) 98% up time Warranty of complete equipment with extension of Warranty period by double the downtime period on 24 (hrs) X 7 (days) X 365 (days) basis.
c) All software updates should be provided free of cost during Warranty period.

During maintenance & warranty period the bidder’s technical representative, shall attend to the machine/equipment within 48 hours and ensure uptime on immediate basis and shall ensure presence at NEIGRIHMS for 24 hours, after uptime is ensured.

In case, the company /manufacturer wants take the goods for repair, outside of the Institute, a standby system of similar type has to be provided by the company /manufacturer.

2. After Sales Service:

After sales service centre should be available at the city of Hospital/Institution/ Consignee on 24 (hrs) X 7 (days) X 365 (days) basis. Complaints should be attended properly, maximum within 8 hrs. The service should be provided directly by Tenderer/Indian Agent. Undertaking by the Principals that the spares for the equipment shall be available for at least 10 years from the date of supply.

3. Training:

On Site training to Doctors/ Technicians/ staff is to be provided by Principal/ Indian Agents (if they have the requisite know-how) for operation and maintenance of the equipment to the satisfaction of the consignee.

4. Annual Comprehensive Maintenance Contract (CMC) of subject equipment with Turnkey:

a) The cost of Comprehensive Maintenance Contract (CMC) which includes preventive maintenance including testing & calibration as per technical/ service /operational manual of the manufacturer, labour and spares, after satisfactory completion of Warranty period may be quoted for next 5 years on yearly basis for complete equipment (including all spares for UPS, other vacuumic parts, _____ &_____) and Turnkey (if any). The supplier shall visit each consignee site as recommended in the manufacturer’s technical/ service /operational manual, but at least once in six months during the CMC period.
b) The cost of CMC may be quoted along with taxes applicable on the date of Tender Opening. The taxes to be paid extra, to be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later.
c) Cost of CMC will be added for Ranking/Evaluation purpose.
d) The payment of CMC will be made on six monthly basis after satisfactory completion of said period, duly certified by end user on receipt of bank guarantee for 10 % of the CMC value as per Section XV valid till 2 months after expiry of entire CMC period. The same will be taken at Net Present Value with a 10% discounting factor each year.
e) There will be 98% uptime warranty during CMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CMC period by double the downtime period.
f) During CMC period, the supplier is required to visit at each consignee’s site at least once in 6 months commencing from the date of the successful completion of warranty period for preventive maintenance of the goods.
g) All software updates should be provided free of cost during CMC.
h) Failure of the above [4. e) to 4. g)] by the supplier, may lead to the forfeiture of the Bank Guarantee for Annual CMC.
i) The payment of CMC will be made as stipulated in GCC Clause 21.
j) In case, the company /manufacturer wants take the goods for repair, outside of the Institute, a standby system of similar type has to be provided by the company /manufacturer.
Tender Inquiry No: NEIGR/S/P/OT/E-31/2017-18

Turnkey:

The Tenderer shall examine the existing site where the equipment is to be installed, in consultation with HOD of Hospital/Institution/consignee concerned. Turnkey details of are given at the end of Technical Specification. The Tenderers to quote prices indicating break-up of prices of the Machine and Turnkey Job for Hospital/Institution/consignee concerned. The Turnkey costs may be quoted in Indian Rupee will be added for Ranking Purpose.

The taxes to be paid extra, to be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such duties and taxes and no claim for the same will be entertained later.

The Turnkey Work should completely comply with AERB requirement, if any.

Details of turnkey Work (to be furnished by Hospitals/ Institutes/ MedicalCollege)

CIVIL WORK : As per installation requirement.

ELECTRICAL WORK : As per installation requirement

AIRCONDITIONING WORK : As per installation requirement

EXISTING SITE DRAWING : As per installation requirement

PROPOSED TURNKEY SITE DRAWING : As per installation requirement

FURNITURE : As per installation requirement

Maintenance of the AHU (RTU) system & laminar Flow units(with in the warranty & contract period)

• During the non-functional hours,AHU blower will be operational round the clock (may be without temperature control). Variable frequency devices (VFD) may be used to conserve energy. Air changes can be reduced to 25% during non-operating hours thru VFD provided positive pressure relationship is not disturbed during such period.

• Validation of system to be done as per ISO 14664 standards and should include:
  - Temperature and Humidity check
  - Air particulate count
  - Air Change Rate Calculation
  - Air velocity at outlet of terminal filtration unit /filters
  - Pressure Differential levels of the OT with respect to ambient / adjoining areas
  - Validation of HEPA Filters by appropriate tests like DOP (Dispersed Oil Particulate) /POA (Poly Alpha Olefin) etc.; repeat after 6 month in case HEPA found healthy.

• Preventive Maintenance of the system: It is recommended that periodic preventive maintenance be carried out in terms of cleaning of pre filters, micro vee at the interval of 15 days(check list & report must be submitted for all OT areas). Preventive maintenance of all the parts of AHU is carried out as per manufacturer recommendations.
Section – VIII

Quality Control Requirements

(Performa for equipment and quality control employed by the manufacturer(s))

Tender Reference No.
Date of opening
Time
Name and address of the Tenderer:

Note: All the following details shall relate to the manufacturer(s) for the goods quoted for.

01 Name of the manufacturer
   a. full postal address
   b. full address of the premises
   c. telegraphic address
   d. telex number
   e. telephone number
   f. fax number

02 Plant and machinery details

03 Manufacturing process details

04 Monthly (single shift) production capacity of goods quoted for
   a. normal
   b. maximum

05 Total annual turn-over (value in Rupees)

06 Quality control arrangement details
   a. for incoming materials and bought-out components
   b. for process control
   c. for final product evaluation

07 Test certificate held
   a. Type test
   b. As indicated in the detailed technical specification
   c. Any other

08 Details of staff
   a. technical
   b. skilled
   c. unskilled

Signature and seal of the Tenderer
Section – IX
Qualification Criteria

1. Design, Engineering, Supply, installation, Testing, commissioning and maintenance of Modular Operation Theatres (OT's), with integration, including OT lights and specified supporting systems, as per tendered specification.

2. Yearly business turnover of Rs. 6 crores or above for last 3 (Three) years. Chartered Accountant Certificate should be provided in support of this.

3. The tenderer must be a manufacturer. In case the manufacturer does not quote directly, they may authorise their authorized agent as per proforma of Manufacturer authorization form as given in the tender enquiry document to quote and enter into a contractual obligation. The Tenderers quoting as authorized representative of the manufacturer shall have three years of experience in the related field and should obtain documents from principals/manufacturer fulfilling the requirements in respect of condition mentioned in section XIV, taking full responsibility of technical support, service and organizational support.

4. Minimum 3 years of experience of having successfully completed /executing similar of Modular Operation Theatres (OT's), with integration, including OT lights and specified supporting systems.

5. Based on CVC guidelines, the bidder should have Experience of having successfully completed /executed similar Modular Operation Theatres (OT's), with integration, including OT lights and specified supporting systems in at least one project in major Government/Corporate/International Hospital with total gross work order value (may include one or multiple orders of the project units) equivalent to Rs 16.00 crores (Rupees sixteen crores only) (certificate of successful completion and commissioning from the same project should be submitted along with the offer) Or at least two projects in major Government/Corporate/International Hospital with total gross work order value (may include one or multiple orders of the project units) equivalent to Rs 10.00 crores (Rupees ten crores only) (certificate of successful completion and commissioning from the same project should be submitted along with the offer) Or at least three projects in major Government/Corporate/International Hospital with total gross work order value (may include one or multiple orders of the project units) equivalent to Rs 8.00 crores (Rupees eight crores only) (certificate of successful completion and commissioning from the same Project should be submitted along with the offer), during last 7 (seven) years’ time, considering the closing date of invitation of bids of the present tender under consideration or last date of receipt of bids for this tender. The value of the executed works shall be brought to the current costing level by enhancing the actual value of work at simple rate of 7% per annum, calculated from the date of completion to last date of receipt of bids for this tender.

Example/Clarification: Similar Project means for Modular Operation Theatres (OT's), with integration, including OT lights and specified supporting systems comprising of one or multiple work order for project from major Government/Corporate/International Hospital, meeting major technical parameters of the current BOQ floated in the tender enquiry document.

In case of authorized agents, manufacture’s completed /executed projects with documentary evidence may be considered for sl no no.3, 4 and 5 on page no 69 of the tender document.

Notwithstanding anything stated above, the Purchaser reserves the right to assess the Tenderer's capability and capacity to perform the contract satisfactorily before deciding on award of Contract, should circumstances warrant such an assessment in the overall interest of the Purchaser.

The Purchaser reserves the right to ask for a free demonstration of the quoted equipment at a pre determined place acceptable to the purchaser for technical acceptability as per the tender specifications,
Technical Specifications Note

Note 1: The tenderer is to provide the required details, information, confirmations, etc. accordingly failing which it's tender is liable to be ignored.

Note 2: Tenderer shall quote the latest model technology equipment matching with the detailed technical specification. Tenderer should complete the detail technical specification bringing out the special features. List of consumables, optional stores, if any, are to be quoted separately.

Note 3: The firm should give an undertaking that they have necessary infrastructure for the maintenance of equipment for next ten years and will be providing the accessories and spares as and when indentor feel necessity thereof. The foreign principal should confirm that in case of change of Indian Agent they would take care of the guarantee maintenance of the equipment. The facilities created by them for rendering effective after sales maintenance service should be elaborated.

Note 4: The bidders shall have to coordinate and enter into an agreement in the form of MOU with the other approved vendor at the institute who would be simultaneously installing equipments, medical gas pipeline and communication/video – conferencing system etc so as to complete the entire job in a time bound manner.

Note 5: General: Bidders are requested to make sure that they should attach the list of equipments for carrying out routine and preventive maintenance wherever asked for and should make sure that Electrical Safety Analyzer / Tester for Medical equipments to periodically check the electrical safety aspects as per BIS Safety Standards IS-13540 which is also equivalent to IEC electrical safety standard IEC-60601 is a part of the equipments. If the Electrical Safety Analyzer/Tester is not available they should provide a commitment to get the equipments checked for electrical safety compliance with Electronic Regional Test Labs / Electronics Test and Development Centres across the country on every preventive maintenance call.

Note 6: Earthing and bonding, intercom facilities between various services facilities on the OT Floor, telecommunications etc to be provided by the vendor.

Note 7: Telephones: Wireways and outlet plates for telephones

Note 8: Security: Intruder alarm, main door entry system, Door Monitoring, Door interlocks

Note 9: Approval clearance from certificates from competent authorities like Atomic Energy Regulatory Board (AERB) for all types of radiation equipments, Central pollution control board (CPCB) approval, if required for polluting units etc if applicable for the offered equipments must be attached.

Note 10: Provision for working drawing, Physical co-ordination of composite services drawing and site installations. The contractor to maintain the services at its own cost for atleast 60 months from the date of completion and acceptance of the same by the institute. Any civil mechanical or electrical work required if any will be the sole responsibility of the vendor doing modular part, the institute will only be
providing connection at one specific location.

Note 11: The design and installation of building works and installation of building work and installation service shall comply with all statutory regulations of PWD. The design and installation shall comply with the requirements and design control authorities like: Electrical supply, Water Supply, Environmental Health, Building Control, Planning, Fire, Gas Supply. The contractor shall issue relevant drawing and specification document to superintendent engineer of PWD for his comments and approval before commencing work at site.

Note 12: Material and workmanship: all materials and components shall be approved by the user or his authorised representative.

**PROFORMA ‘A’**

PROFORMA FOR PERFORMANCE STATEMENT

(For the period of last three years)

Tender Reference No: _________________________________
Date of opening: _________________________________
Time: _________________________________
Name and address of the Tenderer: _________________________________
Name and address of the manufacturer: _________________________________

<table>
<thead>
<tr>
<th>Order placed by (full address of Purchaser)</th>
<th>Order number and date</th>
<th>Description and quantity of ordered goods and services</th>
<th>Value of order (Rs.)</th>
<th>Date of completion of Contract</th>
<th>Remarks indicating reasons for delay if any</th>
<th>Have the goods been functioning Satisfactorily (attach documentary proof)**</th>
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Signature and seal of the Tenderer

** The documentary proof will be a certificate from the consignee/end user with cross-reference of order no. and date in the certificate along with a notarized certification authenticating the correctness of the information furnished. If at any time, information furnished is proved to be false or incorrect, the earnest money furnished will be forfeited.

* In respect of above certificate from Chartered Account can be produced with all the requisite details.
Section – X
TENDER FORM

Date__________

To
________________________________________________________
________________________________________________________
________________________________________________________

(Complete address of the purchaser)

Ref. Your TE document No. __________ dated __________

We, the undersigned have examined the above mentioned TE document, including amendment/corrigendum No. __________, dated _______ (if any), the receipt of which is hereby confirmed. We now offer to supply and deliver___________ (Description of goods and services) in conformity with your above referred document for the sum indicated in the price bid, attached herewith and made part of this tender.

If our tender is accepted, we undertake to supply the goods and perform the services as mentioned above, in accordance with the delivery schedule specified in the List of Requirements.

We further confirm that, if our tender is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of GCC clause 5, read with modification, if any, in Section - V – “Special Conditions of Contract”, for due performance of the contract.

We agree to keep our tender valid for acceptance as required in the GIT clause 20, read with modification, if any, in Section - III – “Special Instructions to Tenderers” or for subsequently extended period, if any, agreed to by us. We further accordingly confirm to abide by this tender up to the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

We further understand that you are not bound to accept the lowest or any tender you may receive against your above-referred tender enquiry.

We confirm that we do not stand deregistered/banned/blacklisted by any Govt. Authorities.

We confirm that we fully agree to the terms and conditions specified in above mentioned TE document, including amendment/ corrigendum if any

(Signature with date)

(Name and designation)
Duly authorised to sign tender for and on behalf of

________________________________________________________
________________________________________________________
SECTION – XI (A) PRICE SCHEDULE

PRICE SCHEDULE FOR DOMESTIC GOODS OR GOODS OF FOREIGN ORIGIN LOCATED WITHIN INDIA

1. The bidders should download the BOQ.xls from CPP Portal and filled in the blank spaces provided for mentioning the name of bidder and rates. Bidders need not modify any other text or background shown in the BOQ template or replace it with any other copy of same BOQ in .xls format. The Central Public Procurement Portal (www.eprocure.gov.in) will accept the BOQ template only and hence the rate should not be quoted in any other place except BOQ template.

2. The Financial bid (price bid) i.e Bill of Quantity (BOQ) of only technically qualified bidders will be opened online by a committee of members and the result will be displayed on the www.eprocure.gov.in which can be seen by all bidders who participated in the tender.

3. If there is a discrepancy between the unit price and total price THE UNIT PRICE shall prevail.

4. The charges for Annual CMC after warranty shall be quoted separately

5. Cost of all accessories, cables, electrodes, consumables not included in warranty and CMC cost should be offered by the bidder.

6. Accessories, spares and consumable, if any, should be available for the next ten years.

7. Equipment with 5 years warranty and thereafter 5 years CMC will be taken for the purpose of price evaluation

8. The cost of Accessories, Consumables not covered in warranty /CMC shall have to be offered in the techno – commercial bid in the schedule “marked” Section IX (C)Price Schedule and cost to be offered in percentage (against the item quoted) of FOB Price /Ex – Factory Price of BOQ (Price Bid).

Signature of Tenderer________________________
Name________________________
Business Address________________________

Seal of the Tenderer________________________

Place: ___________________________
Date: ___________________________
SECTION – XI (B) PRICE SCHEDULE
PRICE SCHEDULE FOR GOODS TO BE IMPORTED FROM ABROAD

1. The bidders should download the BOQ.xls from CPP Portal and filled in the blank spaces provided for mentioning the name of bidder and rates. Bidders need not modify any other text or background shown in the BOQ template or replace it with any other copy of same BOQ in.xls format. The Central Public Procurement Portal (www.eprocure.gov.in) will accept the BOQ template only and hence the rate should not be quoted in any other place except BOQ template.

2. The Financial bid (price bid) i.e Bill of Quantity (BOQ) of only technically qualified bidders will be opened online by a committee of members and the result will be displayed on the www.eprocure.gov.in which can be seen by all bidders who participated in the tender.

3. Accessories, spares and consumable, if any, should be available for the next ten years.

4. Equipment with 5 years warranty and thereafter 5 years CMC will be taken for the purpose of price evaluation.

5. The cost of Accessories, Consumables not covered in warranty /CMC shall have to be offered in the techno – commercial bid in the schedule “marked” Section IX (C) Price Schedule and cost to be offered in percentage (against the item quoted) of FOB Price /Ex – Factory Price of BOQ (Price Bid).

Indian Agent:
Indian Agency Commission - ___% of FOB
Custom Duty with CDEC & NMIC if applicable: ____% of CIF value [Column 5 (c)]
Signature of Tenderer_______________________

Place: ______________________________
Name_______________________
Date: ______________________________
Business address_______________________
Seal of the Tenderer________________________

A sample BOQ is placed herewith in excel sheet format.

Please note, if a bidder quoted in foreign currency, though in the amount in words will show ‘Rupees” but the amount will be taken as a foreign currency as per the bidder choice while choosing the currency to quote.

i.e. if the bidder quote in Dollar, though in the amount in word will appear “Rupees” but during evaluation the conversion rate of Dollar to Rupees applicable will be taken.

If any column is not applicable, keep the sheet as it is or quote ‘0’. The BOQ is in excel sheet, as such only number will be taken calculable.
<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name of Accessories /Consumables</th>
<th>Unit</th>
<th>Basic Price (in %)</th>
<th>GST /Other Taxes (In %)</th>
<th>DDP Price as percentage (%) <em>(against the item quoted)</em> of FOB Price /Ex -Factory Price</th>
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- The cost of Accessories, Consumables not covered in warranty /CMC shall have to be offered in the techno – commercial bid in the schedule “marked” Section IX (C)Price Schedule and cost to be offered in percentage *(against the item quoted)* of FOB Price /Ex –Factory Price of BOQ (Price Bid).
SECTION – XI (B2) PRICE SCHEDULE
PRICE SCHEDULE FOR ANNUAL COMPREHENSIVE MAINTENANCE CONTRACT FOR A PERIOD OF FIVE YEARS AFTER WARRANTY PERIOD

- After completion of 5 years Warranty period

<table>
<thead>
<tr>
<th>Schedule No.</th>
<th>BRIEF DESCRIPTION OF GOODS</th>
<th>QUANTITY. (Nos.)</th>
<th>Annual Comprehensive Maintenance Contract Cost for Each Unit year wise*</th>
<th>Total Annual Comprehensive Maintenance Contract Cost for 5 Years [3 x (4a+4b+4c+4d+4e)]</th>
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NOTE:
1. The bidder should offer the cost of Comprehensive Maintenance Cost (CMC) for 5 years from 6th to 10th year in the BOQ (Price bid). The break up year-wise, as percentage, may be offered in the techno-commercial bid at Section IX (D) Price Schedule for CMC.
2. If the break up year-wise percentage is not indicated by the bidder, the same may be taken in equitable basis in all the five years of CMC.
3. The cost of Comprehensive Maintenance Contract (CMC) which includes preventive maintenance including testing & calibration as per technical/service/operational manual, labour and spares, after satisfactory completion of Warranty period may be quoted for next 5 years as per format of BOQ.
4. The cost of CMC quoted should be **Exclusive** of GST.
5. Cost of CMC will be added for Ranking/Evaluation purpose.
6. The payment of CMC will be made as per clause GCC clause 21.1 (D).
7. The uptime warranty will be 98% on 24 (hrs) X 7 (days) X 365 (days) basis or as stated in Technical Specification of the TE document.
8. All software updates should be provided free of cost during CMC period.
9. The stipulations in Technical Specification will supersede above provisions
10. The supplier shall keep sufficient stock of spares required during Annual Comprehensive Maintenance Contract period. In case the spares are required to be imported, it would be the responsibility of the supplier to import and get them custom cleared and pay all necessary duties.
11. During maintenance & warranty period the bidder’s technical representative, shall attend to the machine/equipment within 48 hours and ensure uptime on immediate basis and shall ensure presence at NEIGRIHMS for 24 hours, after uptime is ensured.

Place: ___________________________                     Signature of Tenderer
Date: ___________________________                      Name
Business address:____________________________________
Seal of the Tenderer__________________________________
**Evaluation Criteria:**

The Dual Energy Linear Accelerator with 5 years warranty and thereafter 5 years CMC with Net Present Value (NPV) for CMC charges with discounting rate @ 10 \( \% (rd) \) on yearly basis (completed year) and other turnkey charges will be taken for the purpose of price evaluation.

The Net Present Value (NPV) for CMC charges is derived as follows:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Annual Comprehensive Maintenance (CMC) Charges</th>
<th>CMC Rates offered by the bidder (Exclusive of GST)</th>
<th>Discount Factor for CMC charges</th>
<th>Total Net Present Value (NPV) of CMC charges ((2 \times 3))</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>CMC Charges for 6(^{th}) year</td>
<td></td>
<td>(1/(1+rd)^5)</td>
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</tr>
<tr>
<td>2.</td>
<td>CMC Charges for 7(^{th}) year</td>
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<td>(1/(1+rd)^6)</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>CMC Charges for 8(^{th}) year</td>
<td></td>
<td>(1/(1+rd)^7)</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>CMC Charges for 9(^{th}) year</td>
<td></td>
<td>(1/(1+rd)^8)</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>CMC Charges for 10(^{th}) year</td>
<td></td>
<td>(1/(1+rd)^9)</td>
<td></td>
</tr>
</tbody>
</table>
NOTE: -

The cost of Turnkey as per Technical Specification (Section VII) is to be quoted on lump sum along with taxes applicable on the date of Tender Opening as per the BOQ provided. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later.

Cost of Turnkey will be added for Ranking/Evaluation purpose.
The payment of Turnkey will be made as per clause GCC clause 21.1 (C).
The stipulations in Technical Specification will supersede above provisions

Place: ___________________________ Signature of Tenderer ___________________________
Date: ___________________________ Name ___________________________
Business address _____________________________________

Seal of the Tenderer ___________________________
SECTION – XII
QUESTIONNAIRE

Fill up the Section XXI – Check List For Tenderers and enclose with the Tender

The tenderer should furnish specific answers to all the questions/issues mentioned in the Checklist. In case a question/issue does not apply to a tenderer, the same should be answered with the remark “not applicable”. Wherever necessary and applicable, the tenderer shall enclose certified copy as documentary proof/evidence to substantiate the corresponding statement. In case a tenderer furnishes a wrong or evasive answer against any of the question/issues mentioned in the Checklist, its tender will be liable to be ignored.
SECTION – XIII
BANK GUARANTEE FORM FOR EMD

Whereas ______________________________ (hereinafter called the “Tenderer”) has submitted its quotation dated _________________ for the supply of ___________________________________ (hereinafter called the “tender”) against the purchaser’s tender enquiry No. ________________________ Know all persons by these presents that we ______________________________________ of ___________________________________ (Hereinafter called the “Bank”) having our registered office at ________________________________ are bound unto ____________________________ (hereinafter called the “Purchaser”) in the sum of ___________________________ for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this _____________________ day of _______ 20____. The conditions of this obligation are:

(1) If the Tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.

(2) If the Tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:

- a) Fails or refuses to furnish the performance security for the due performance of the contract.
Or
b) Fails or refuses to accept/execute the contract.
Or
c) If it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged

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

This guarantee will remain in force for a period of forty-five days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the authorised officer of the Bank) ________________________________________

Name and designation of the officer ________________________________________

Seal, name & address of the Bank and address of the Branch
SECTION – XIV
MANUFACTURER’S AUTHORISATION FORM

To
_______________________________________________
(Name and address of the purchaser)

Dear Sirs,

Ref. Your TE document No ____________, dated _____________

We, ___________________________________, who are proven and reputable manufacturers of ________________________(name and description of the goods offered in the tender) having factories at__________________________, hereby authorise Messrs______________________________(name and address of the agent) to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred TE documents for the above goods manufactured by us.

We further confirm that no supplier or firm or individual other than Messrs. ____________________________________________________________ is authorised to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred TE documents for the above goods manufactured by us.

We also hereby extend our full warranty, CMC as applicable as per clause 15 of the General Conditions of Contract, read with modification, if any, in the Special Conditions of Contract for the goods and services offered for supply by the above firm against this TE document.

Our other responsibility include:-
  i) We undertake that we will provide service/spares/accessories etc. though our agent as per terms and conditions of contract
  ii) We undertake that in case of any change of Dealer/Agent, we will inform the Purchaser about the award of dealership to new agent with address and telephone no.

Yours faithfully,
_______________________________________________

[Signature with date, name and designation] for and on behalf of Messrs______________________________

[Name & address of the manufacturers]

Note:
• This letter of authorisation should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.
• Original letter may be sent.
SECTION – XV
BANK GUARANTEE FORM FOR PERFORMANCE SECURITY/ CMC SECURITY

To
Head of Hospital/Institute/Medical College

WHEREAS _____________________________ (Name and address of the supplier) (Hereinafter called “the supplier”) has undertaken, in pursuance of contract no________________________ dated ________________ to supply (description of goods and services) (herein after called “the contract”).

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a Nationalised bank recognised by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of. ________________________ (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid up to and including the ______ day of ____________, 20___

...........................................
(Signature with date of the authorised officer of the Bank)

................................................
Name and designation of the officer

................................................
Seal, name & address of the Bank and address of the Branch
SECTION – XVI
CONTRACT FORM - A
CONTRACT FORM FOR SUPPLY, INSTALLATION, COMMISSIONING, HANDING OVER, TRIAL RUN, TRAINING OF OPERATORS & WARRANTY OF GOODS

_________________________
(Address of the purchaser’s Office issuing the contract)
Contract No___________ dated____________
This is in continuation to this office’s Notification of Award No_______ dated ______
1. Name & address of the Supplier: _____
2. Purchaser’s TE document No_________ dated____________ and subsequent Amendment No__________ dated_______ (if any), issued by the purchaser
3. Supplier’s Tender No_________ dated__________ and subsequent communication(s) No__________ dated__________ (if any), exchanged between the supplier and the purchaser in connection with this tender.
4. In addition to this Contract Form, the following documents etc, which are included in the documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as part of this contract:
   (i) General Conditions of Contract;
   (ii) Special Conditions of Contract;
   (iii) List of Requirements;
   (iv) Technical Specifications;
   (v) Quality Control Requirements;
   (vi) Tender Form furnished by the supplier;
   (vii) Price Schedule(s) furnished by the supplier in its tender;
   (viii) Manufacturers’ Authorisation Form (if applicable for this tender);
   (ix) Purchaser’s Notification of Award

Note : The words and expressions used in this contract shall have the same meanings as are respectively assigned to them in the conditions of contract referred to above. Further, the definitions and abbreviations incorporated under clause 1 of Section II - ‘General Instructions to Tenderers’ of the Purchaser’s TE document shall also apply to this contract.

5. Some terms, conditions, stipulations etc. out of the above-referred documents are reproduced below for ready reference:
   (i) Brief particulars of the goods and services which shall be supplied/ provided by the supplier are as under:

<table>
<thead>
<tr>
<th>Schedule No.</th>
<th>Brief description of goods/services</th>
<th>Accounting unit</th>
<th>Quantity to be supplied</th>
<th>Unit Price</th>
<th>Total price</th>
<th>Terms of delivery</th>
</tr>
</thead>
</table>

Any other additional services (if applicable) and cost thereof: ___________________________
Total value (in figure) __________________ (In words) ____________________________
(ii) Delivery schedule
(iii) Details of Performance Security
(iv) Quality Control
(a) Mode(s), stage(s) and place(s) of conducting inspections and tests.
(b) Designation and address of purchaser’s inspecting officer
(v) Destination and despatch instructions
(vi) Consignee, including port consignee, if any
(vii) Warranty clause
(viii) Payment terms
(ix) Paying authority

(Signature, name and address of the purchaser’s authorised official)
For and on behalf of ________________________________
Received and accepted this contract

(Signature, name and address of the supplier’s executive duly authorised to sign on behalf of the supplier)
For and on behalf of ________________________________
(Name and address of the supplier)

(Seal of the supplier)
Date: ________________________________
Place: ________________________________
SECTION – XVI

CONTRACT FORM FOR ANNUAL COMPREHENSIVE MAINTENANCE CONTRACT

Annual CM Contract No._________________________ dated_________________

Between

__________________________________________
(Address of Head of Hospital/Institute/Medical College)

And

__________________________________________
(Name & Address of the Supplier)

Ref: Contract No___________ dated______________ (Contract No. & date of Contract for supply, installation, commissioning, handing over, Trial run, Training of operators & warranty of goods)

In continuation to the above referred contract

a) The Contract of Annual Comprehensive Maintenance is hereby concluded as under: -

<table>
<thead>
<tr>
<th>Schedule No.</th>
<th>BRIEF DESCRIPTION OF GOODS</th>
<th>QUANTITY. (Nos.)</th>
<th>Annual Comprehensive Maintenance Contract Cost for Each Unit year wise*</th>
<th>Total Annual Comprehensive Maintenance Contract Cost for 5 Years [3 x (4a+4b+4c+4d+4e)]</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total value (in figure) __________________ (In words) ___________________________

b) The CMC commence from the date of expiry of all obligations under Warranty i.e. from________________ (date of expiry of Warranty) and will expire on ______________ (date of expiry of CMC)

c) The cost of Annual Comprehensive Maintenance Contract (CMC) which includes preventive maintenance, labour and spares, after satisfactory completion of Warranty period may be quoted for next 5 years as contained in the above referred contract on yearly basis for complete equipment (including X ray tubes, Helium for MRI, Batteries for UPS, other vacummatic parts, _____ & _____) and Turnkey (if any).

d) There will be 98% uptime warranty during CMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CMC period by double the downtime period.

e) During CMC period, the supplier shall visit at each consignee’s site for preventive maintenance including testing and calibration as per the manufacturer’s service/ technical/ operational manual. The supplier shall visit each consignee site as recommended in the manufacturer’s manual, but at least once in 6 months commencing from the date of the successful completion of warranty period for preventive maintenance of the goods. During maintenance period the bidder’s technical representative, shall attend to the machine /equipment within 48 hours and ensure uptime on immediate basis and shall ensure presence at NEIGRIHMS for 24 hours, after uptime is ensured.

f) All software updates should be provided free of cost during CMC.

g) The bank guarantee valid till ______________ [(fill the date) 2 months after expiry of entire CMC period] for an amount of Rs. __________________ [fill amount] equivalent to 10 % of the CMC value as per contract] shall be furnished in the prescribed format given in Section XV of the TE document, along with the signed copy of Annual CMC within a period of 21 (twenty one) days of issue of Annual CMC failing which the proceeds of Performance Security shall be payable to the Purchaser.
h) If there is any lapse in the performance of the CMC as per contract, the proceeds Annual CMC bank guarantee for an amount of Rs. __________ (equivalent to 10% of the CMC value as per contract) shall be payable to the Consignee.

i) **Payment terms:** The payment of Annual CMC will be made against the bills raised to the consignee by the supplier on six monthly basis after satisfactory completion of said period, duly certified by the HOD concerned. The payment will be made in Indian Rupees.

j) **Paying authority:** ________________ (name of the consignee i.e. Hospital/Institute/Medical College’s authorised official)

______________________________________
(Signature, name and address of Hospital/Institute/Medical College’s authorised official)
For and on behalf of ______________________

Received and accepted this contract

(Signature, name and address of the supplier’s executive duly authorised to sign on behalf of the supplier)
For and on behalf of ______________________
(Name and address of the supplier)

(Seal of the supplier)
Date: ______________________
Place: ______________________
SECTION – XVII
CONSIGNEE RECEIPT CERTIFICATE
(To be given by consignee’s authorized representative)

The following store (s) has/have been received in good condition:

Contract No. & date : ______________________________

Supplier’s Name : ______________________________

Consignee’s Name & Address with telephone No. & Fax No.: ______________________________

Name of the item supplied : ______________________________

Quantity Supplied : ______________________________

Date of Receipt by the Consignee : ______________________________

Name and designation of Authorized Representative of Consignee: ______________________________

Signature of Authorized Representative of Consignee with date: ______________________________

Seal of the Consignee : ______________________________
SECTION – XVIII
Proforma of Final Acceptance Certificate by the Consignee

No____________________

Date__________________

To

M/s _______________________

Subject: Certificate of commissioning of equipment/plant.

This is to certify that the equipment(s)/plant(s) as detailed below has/have been received in good
conditions along with all the standard and special accessories and a set of spares (subject to remarks in
Para no.02) in accordance with the contract/technical specifications. The same has been installed and
commissioned.

(a) Contract No______________________________________ dated__________________
(b) Description of the equipment(s)/plants:_____________________________________
(c) Equipment(s)/plant(s) nos.:__________________________________
(d) Quantity:________________________________________________________________
(e) Bill of Loading/Air Way Bill/Railway Receipt/ Goods Consignment Note no_______________ dated _________________
(f) Name of the vessel/Transporter:__________________________________________
(g) Name of the Consignee:___________________________________________________
(h) Date of commissioning and proving test:____________________________________

Details of accessories/spares not yet supplied and recoveries to be made on that account.

Sl. No. Description of Item Quantity Amount to be recovered No.
_____________________________________________________________________________

The proving test has been done to our entire satisfaction and operators have been trained to operate the
equipment(s)/plant(s).

The supplier has fulfilled its contractual obligations satisfactorily  ## or

The supplier has failed to fulfill its contractual obligations with regard to the following:

He has not adhered to the time schedule specified in the contract in dispatching the documents/drawings
pursuant to ‘Technical Specifications’.
He has not supervised the commissioning of the equipment(s)/plant(s) in time, i.e. within the period specified
in the contract from date of intimation by the purchaser in respect of the installation of the
equipment(s)/plant(s).

The supplier as specified in the contract has not done training of personnel.

The extent of delay for each of the activities to be performed by the supplier in terms of the contract is

The amount of recovery on account of non-supply of accessories and spares is given under Para no.02.

The amount of recovery on account of failure of the supplier to meet his contractual obligations is__________________ (here indicate the amount).

Signature
Name
Designation with stamp

## Explanatory notes for filling up the certificate:
He has adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to ‘Technical Specification’.

He has supervised the commissioning of the equipment(s)/plant(s) in time, i.e. within the time specified in the contract from date of intimation by the purchaser in respect of the installation of the equipment(s)/plant(s).

Training of personnel has been done by the supplier as specified in the contract.

In the event of documents/drawings having not been supplied or installation and commissioning of the equipment(s)/plant(s) having been delayed on account of the supplier, the extent of delay should always be mentioned in clear terms.

Provisions of manuals have been adhered to.

**Authorised Signatory of the Bidder**

Certified complying to Electrical /Engineering norms where structural requirements exist.

**Engineering Section /Biomedical Engineer**

Certified the Installation and Commissioning of the Equipment.

**Dean (College) /Medical Superintendent (Hospital) /Deputy Director (A) (General)**

Old Existing Equipments /Stores collected from _______________ to _______________, if any equipment has become surplus (In the opinion of the department concerned)

**Incharge Stores /Stores & Procurement Officer**
SECTION – XIX
Proforma for Bank Guarantee

To,
The Purchaser,
Address

This deed of guarantee made this day of _________________ between (Name of Bank) _______________________ (hereinafter called the “Bank”) of the one part, and the __________________________ (The Purchaser) (hereinafter called “The Purchaser”) of the other part.

Whereas __________________________ (The Purchaser) has awarded the Contract bearing No. _______________ dated ________________ for ____________ (Description of Goods) (hereinafter called the contract) to _____________________ (Name of the Supplier) (hereinafter called the Supplier).

In accordance with the provisions and Terms & Conditions of the Contract to provide for 90% payment amounting to Rs. __________. _______________ (name and address of Contractor) (hereinafter called “the Contractor”) shall deposit with the__________(The Purchaser) a bank guarantee to guaranty his proper and faithful performance under the said Clause of the Contract in an equivalent amount of ______________________ (amount of guarantee in figures and words).

We, the ________________ (Bank), as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the ________________ (name of the Purchaser) on his first demand through Demand draft payable at Shillong without objection/demur on our part.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there under or of any of the Contract documents which may be made between ________________ (Name of the Purchaser) and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

The guarantee remains valid in full effect from the date of the advance payment received by the supplier under the contract until ________________ (date)

Yours Truly

Signature & Seal : 
Name of Bank/Financial Institution : 
Address : 
Date : 
DETAILED SHIPPING ARRANGEMENT FOR LINER CARGOES IN RESPECT OF C & F/CIF/TURNKEY/F.O.R CONTRACTS FOR IMPORTS

1. (a) SHIPMENT FROM PORTS OF U.K INCLUDING NORTHERN IRELAND (ALSO EIRE), FROM THE NORTH CONTINENT OF EUROPE (GERMANY, HOLLAND, BELGIUM, FRANCE, NORWAY, SWEDEN, DENMARK, FINLAND AND PORTS ON THE CONTINENTAL SEABOARD OF MEDITERRANIAN (I.E. FRENCH WESTERN ITALIAN PORTS), TO PORTS IN INDIA.

The Seller should arrange shipment of the goods by vessels belonging to the member lines of the India-Pakistan-Bangladesh Conference. If the Seller finds that the space on the 'Conference Lines' vessels is not available for any specific shipment, he should take up with India-Pakistan-Bangladesh Conference. Conferity House, East Grinstead, Sussex (UK), for providing shipping space and also inform the Shipping Co-ordination Officer, Ministry of Surface Transport, New Delhi, (Cable: TRANSCHART, NEW DELHI, Telex: VAHAN IN – 031 – 61157, 61158, 61159)
# SECTION – XXI
## CHECKLIST

Name of Tenderer: ______________________________________________________

Name of Manufacturer: __________________________________________________

<table>
<thead>
<tr>
<th>Sl No.</th>
<th>Activity</th>
<th>Yes/ No/ NA</th>
<th>Page No. in the TE document</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. a.</td>
<td>Have you submitted hard copies of EMD of required amount for the quoted schedules?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>b.</td>
<td>In case EMD is furnished in the form of Bank Guarantee, has it been furnished as per Section XIII?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>c.</td>
<td>In case Bank Guarantee is furnished, have you kept its validity of 165 days from Techno Commercial Tender Opening date as per clause 19 of GIT?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>d</td>
<td>Have you enclosed GST registration, PAN Number/Card, valid document regarding the existence and registration of the firm?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. a.</td>
<td>Have you enclosed duly filled Tender Form as per format in Section X?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>b.</td>
<td>Have you enclosed Power of Attorney in favour of the signatory?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Have you enclosed Quality Assurance Certificate &amp; Original Product Catalogue</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. a.</td>
<td>Have you enclosed clause-by-clause technical compliance statement for the quoted goods vis-à-vis the Technical specifications?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>b.</td>
<td>In case of Technical deviations in the compliance statement, have you identified and marked the deviations?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. a.</td>
<td>Have you submitted satisfactory performance certificate as per the Proforma for performance statement in Sec. IX of TE document in respect of all orders?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>b.</td>
<td>Have you submitted copy of the order(s) and end user certificate?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Have you submitted manufacturer’s authorization as per Section XIV?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Have you submitted prices of goods, turnkey (if any), CMC etc. in the Price Schedule as per Section XI?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Have you kept validity of 01 year from the Techno Commercial Tender Opening date as per the TE document?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9. a.</td>
<td>In case of Indian Tenderer, have you furnished Income Tax Account No. as allotted by the Income Tax Department of Government of India?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>b.</td>
<td>In case of Foreign Tenderer, have you furnished Income Tax Account No. of your Indian Agent as allotted by the Income Tax Department of Government of India?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>Have you intimated the name and full address of your Banker(s) along with your Account Number</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>Have you fully accepted payment terms as per TE document?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sl No.</td>
<td>Activity</td>
<td>Yes/ No/ NA</td>
<td>Page No. in the TE document</td>
<td>Remarks</td>
</tr>
<tr>
<td>--------</td>
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<td>-------------</td>
<td>-----------------------------</td>
<td>---------</td>
</tr>
<tr>
<td>12.</td>
<td>Have you fully accepted delivery period as per TE document?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13.</td>
<td>Have you submitted the certificate of incorporation?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14.</td>
<td>Have you accepted the warranty as per TE document?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15.</td>
<td>Have you accepted terms and conditions of TE document?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>16.</td>
<td>Have you furnished documents establishing your eligibility &amp; qualification criteria as per TE documents?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>17.</td>
<td>Have you furnished Annual Report (Balance Sheet and Profit &amp; Loss Account) for last three years prior to the date of Tender opening?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>18.</td>
<td>Have you submitted an affidavit duly attested by the Notary Public (in original) on a non-judicial stamp paper of Rs. 10/= that the firm is not supplying the same item at lower rates quoted in this tender to any Government/Private organization or any other institution during past one year as per “FALL CLAUSE” adhered by DGS &amp; D and other Government agencies.?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>19.</td>
<td>Have you submitted an affidavit duly attested by the Notary Public (in original) on a non-judicial stamp paper of Rs. 10/= that there is no vigilance/CBI/FEMA case pending against the firm/supplier (Principal)?</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**N.B.**

1. All pages of the Tender should be page numbered and indexed.
2. The Tenderer may go through the checklist and ensure that all the documents/confirmations listed above are enclosed in the tender and no column is left blank. If any column is not applicable, it may be filled up as NA.
3. It is the responsibility of tenderer to go through the TE document to ensure furnishing all required documents in addition to above, if any.

_________________________
(Signature with date)

_________________________
(Full name, designation & address of the person duly authorised sign on behalf of the Tenderer)
For and on behalf of

_________________________
(Name, address and stamp of the tendering firm)
### Section – XXII

**Consignee List**

<table>
<thead>
<tr>
<th>Consignee Code</th>
<th>Institution</th>
<th>Contact Address.</th>
<th>Tel No</th>
</tr>
</thead>
</table>
| 01             | Director, NEIGRIHMS, Shillong | Director, North Eastern Indira Gandhi Regional Institute of Health and Medical Sciences, (An Autonomous Institute, Ministry of Health and Family Welfare, Government of India) Director's Block, Mawdiangdiang, Shillong 793018, Meghalaya. | Website: [www.neigrihms.gov.in](http://www.neigrihms.gov.in)
Email: storeneigrihms@gmail.com
Tele/Fax: 0364-2538032 |

**NB:** The consignee will ensure timely issue of NMIC, CDEC, Octroi Exemption Certificates, Road Permits & Entry Tax Exemption Certificates, wherever applicable, to the supplier.