

KOLLAM DISTRICT COOPERATIVE HOSPITAL SOCIETY LTD Q 952

Palathara, Kollam

Pin: 691020

TENDER DOCUMENT

For

Supply & Installation of

CT SCANNER

(Tender No : PDT -2/2017-18/CT- NSMIMS)

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SECTION 1

INVITATION FOR TENDER

Sealed Tenders (Two Bid System) are invited for supply and installation of CT SCANNER for NS Memorial Institute of Medical Sciences (NSMIMS) under Kollam District Cooperative Hospital Society Ltd Q 952.

DATE OF RELEASE OF TENDER	: 9th JUNE 2017
DATE OF PRE – TENDER MEETING	: 15th JUNE 2017, 11 A.M
TENDER SUBMISSION START DATE	: 19th JUNE 2017, 11A.M
LAST DATE FOR PURCHASE OF TENDER DOCUMENTS	: 2nd JULY 2017, 5 P.M
TENDER SUBMISSION END DATE	: 3rd JULY 2017, 4 P.M
DATE OF TENDER BID OPENING	: 4th JULY 2017, 11 A.M

Brief schedule

Sl No	Description	EMD	Completion period	Tender fees
1	CT Scanner on turnkey basis	Rs 100000	3 months	Rs 26250

Tender documents are available for sale at NSMIMS from 09 /06/2017 till a day prior to the closing date of receipt of tender against a payment of non-refundable fee of Rs26250/-(Rupees Twenty six thousand two fifty only) in the form of crossed Demand Draft drawn in favour of the Secretary, Kollam District Cooperative Hospital Society Ltd, Q 952 payable at Kollam. The tender document can also be downloaded from the website www.nshospital.org . In the case of bid documents downloaded from the website mentioned above, the required fees as mentioned above has to be deposited at the time of submission of tender and non-submission of sufficient tender document cost as mentioned in Section III shall be one of the primary reasons for rejection of the offer in the first round.

In case of any disparity between the printed version of the tender documents sold through the Tender Inviting Authority and the downloaded version, the printed version will prevail.

SECTION II

SCOPE & DESCRIPTION OF CONTRACT

2.1 General Definitions

- 2.1.1 *Society* means Kollam District Cooperative Hospital Society Ltd Q 952, represented by the Secretary
- 2.1.2 *Purchase Committee* is a Sub Committee of the Board of Directors authorized to decide on the purchase of the drugs, equipments and other stores procured by the Society
- 2.1.3 *Tender Inviting Authority* is the Secretary, Kollam District Cooperative Hospital Society Ltd, Q 952 who calls for tenders and ensures supply, installation and after sales service of the equipments procured under this tender document.
- 2.1.4 *Blacklisting/debarring* – the event of violation of any conditions of the tender document, more specifically those mentioned in the Specific Conditions of Contract (Section V) and General Conditions of Contract (Section VI) of this tender document, the tenderers will be prevented for a period of 1 to 5 years from participating in the future tenders of Tender Inviting Authority, the period of debarring being decided on the basis of the number of violations in the tender conditions and the loss/hardship caused to the Tender Inviting Authority on account of such violations.

2.2 Scope

- 2.2.1 The tenders are invited for the supply, installation and commissioning of the equipment, the details of which are mentioned in Section IV, needed for Kollam District Cooperative Hospital Society Ltd, Q 952.
The tender can be withdrawn at any point of time, after the minimum price firmness period of 180 days, but not after accepting the Letter of Intent or entering into agreement with Kollam District Cooperative Hospital Society Ltd, Q 952 or without giving a one month's prior notice.

SECTION III

TENDER SCHEDULE

3.1. Tender Details

1.	Tender No.	PDT -2/2017-18/CT- NSMIMS
2.	Cost of Tender Document	Rs 26250/-
3.	Earnest Money Deposit	Rs 100000/-
4.	Performance Security	5% of the offered price (for successful tenders)
5.	Validity of Performance Security	Up to 90 days after the date of completion of the contractual obligations

3.2. Important Dates

Sl. No.	Particulars	Date and time
1.	Date of release of tender	10:00 am; 09 th June 2017
2.	Date of pre-tender meeting	15 th June 2017
3.	Tender submission Start Date	19 th June 2017
4.	Tender submission End Date	3 rd July 2017
5.	Date of technical bid opening	4 th July 2017
6.	Date of demonstration of the machine/equipments	To be informed to qualified tenderers qualifying after opening of

		technical bids
7.	Date of opening of the price bid	To be informed to the qualifying tenders qualifying after demonstration

SECTION IV

DETAILS OF EQUIPMENT TENDERED

4.1

Sl.No	Description	Quantity
1.	CT Scanner	1

4.2

The detailed technical specifications and other quality parameters of the above equipment may be seen at the Appendix in Section VII- Technical Specifications

SECTION V
SPECIFIC CONDITIONS OF CONTRACT 5.1

Sl. No	Activity	Time Limit
5.1.1	<i>Installation / Delivery period</i>	10 weeks from date of confirmation of delivery from Tender Inviting Authority
5.1.2	<i>Completion of installation Turnkey work</i>	12 weeks from the date of supply order
5.1.3	<i>Comprehensive warranty period</i>	3 years for all items supplied on turnkey basis except consumables
5.1.4	<i>CMC/AMC period</i>	4 years for all items supplied on turnkey basis except consumables after comprehensive warranty period
5.1.5	<i>Frequency of visits to NSMIMS during Warranty/CMC or AMC</i>	One visit every three months (4 visits in a year) for periodic/preventive maintenance and any time for attending repairs/break down calls.
5.1.6	<i>Frequency of payment of CMC or AMC charges</i>	Every six months after completion of the period
5.1.7	<i>Submission of Performance Security and entering into contract</i>	10 days from the date of issuance of Letter of Intent
5.1.8	<i>Payment Installments of Price of equipments and ratio</i>	2 Installments and in the ratio 80: 20
5.1.9	<i>Time for making payments by Tender Inviting Authority</i>	Within 30 days from the date of submission of proper documents
5.1.10	<i>Maximum time to attend any Repair call</i>	Within 48 hours
5.1.11	<i>Uptime in a year</i>	95 %

5.2. Pre qualification of tenderers:

- 5.2.1 Manufacturers or their authorized dealers/Indian subsidiaries/direct importers having a place of business in any of the States of India are eligible to participate in this tender. [Original Equipment Manufacturers shall submit the 'Manufacturer's Offer Form' (as per Annexure- I).The Letter of Authorization (as per Annexure-2) from the Original Equipment Manufacturer (OEM) shall be submitted in the case of a tenderer who is not the manufacturer of the equipment offered].
- 5.2.2 The tenderer or manufacturer of the equipment offered who is in the business of the supply and installation of the equipment for the last three calendar years.
- 5.2.3 Tenderers who submit all the necessary documents as prescribed for inclusion in the technical bid under cl.6.1 without any ambiguity and errors and who submit the requisite cost of the tender document and also the EMD prescribed.
- 5.2.4 The Tenderers who have an average annual turnover of Rs. 20 crore for the last three completed financial years. The tenderer shall submit proof of the same (Notary attested copy of audited accounts, balance sheet, annual report etc.)
- 5.2.5 Tenderers who submit notary attested copy of IT returns filed for the last three years.
- 5.2.6 Tenderers who have the capability to attend repairs of the equipment within the time prescribed and who are willing to provide standby equipment or replace the faulty equipment if the repair/down time extends beyond 72 hours from the time of reporting of the fault within the next 48 hours (total down time should not exceed 5 days in one instance). The tenderers who have the capability to ensure the uptime mentioned in clause 5.1.10 (Documentary proof shall be submitted on the after sales facilities and expertise of the tenderer.)
- 5.2.7 Tenderers who have been blacklisted/ debarred by Tender Inviting Authority or blacklisted / debarred by any State Government or Central Government department/Organization or Cooperative Society should not participate in the tender during the period of such blacklisting.

5.3 Format and signing of bid.

5.3.1 The Tenderer shall prepare two copies of the bid, clearly making each “Original Bid” and “Copy of Bid” as appropriate. In the event of any discrepancy between them, the original shall govern.

5.3.2 The original and copy of the bid shall be typed or written in indelible ink and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. Written power-of-attorney accompanying the bid shall indicate the letter of authorization. The person or persons signing the bid shall initial all pages of the bid, except for unlamented printed literature.

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

5.4 Submission of Bids

5.4.1 Sealing and marking of bids.

The bidders shall seal the original and the copy of the bid in an inner and an outer envelope, duly marking the envelopes as ‘Original Bid’ and ‘Copy of Bid’.

5.4.2 The Inner and outer envelopes shall be:

(a) Addressed to the purchaser at the following address: -

**“The Secretary,
Kollam District Cooperative Hospital Society
Ltd Q 952,
NS Memorial Institute of Medical Sciences
(NSMIMS),
Palathara
Kollam,
Kerala
Pin: 691020**

- (b) Bear the Invitation for Tender number and the words “DO NOT OPEN BEFORE.....” (Here insert the time and date of Bid opening).

5.4.3 The inner envelopes shall indicate the name and address of the bidder.

5.4.4 If the outer envelope is not sealed and marked as required herein, the purchaser will assume no responsibility for the bid’s misplacement or premature opening.

5.4.5 Tenderers shall submit their bids in two parts as under:

- (a) **Technical bid**, *in duplicate*, consisting of technical details bringing out clearly in a separate sheet, the deviations in specifications, if any, from that of ‘Technical Specifications’ and also clause-by-clause compliance of specifications along with the commercial terms and conditions and bid security.
- b) **Price bid** showing only item wise prices in a separate sealed cover inside the main cover.
- c) It may be noted that when the main cover is opened on the date and time scheduled for tender opening, only the technical bids will be opened.

- d) Only those tenderers whose technical bids are found to be substantially responsive and demonstration of the functioning of the equipment found satisfactory will be informed of the date and time of opening of their price bids. Price bids of others will not be opened.

5.5 Deadline for submission of bids.

- 5.5.1 Bids must be received by the purchaser at the address specified at para 5.4.2 not later than the time and date specified in the invitation for bids. In the event of the specified date for the submission of bids being declared a holiday for the purchaser, the bids will be received up to the appointed time on the next working day.
- 5.5.2 The purchaser may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents, in which case all rights and obligations of the purchaser and bidders which were subject to the previous deadline will thereafter be subject to the deadline as extended.
- 5.5.3 It is the responsibility of the bidders to ensure that the completed bidding documents are delivered to the Tender Inviting Authority before the closing date and time stipulated above for receipt of bid, failing which the bid would be considered late and rejected.

5.6 Late bids

- 5.6.1 Any bid received by the purchaser after the deadline for submission of bids prescribed by the purchaser, will be summarily rejected.

5.7 Single bid

Any bid received by the purchaser in the form of a single bid incorporating both technical details and quoted price will be summarily rejected.

SECTION VI
GENERAL CONDITIONS OF CONTRACT

6.1 Contents of the Tender Document:

This '**Tender Document**' contains the following:

- 6.1.1 Invitation for Tender (Section I)
- 6.1.2 Scope and Description of Contract (Section II)
- 6.1.3 Tender Schedule (Section III)
- 6.1.4 Details of Equipments Tendered (Section IV)
- 6.1.5 Specific Conditions of Contract (Section V)
- 6.1.6 General Conditions of Contract (Section VI)
- 6.1.7 Appendix: Documents Supplied by the Tender Inviting Authority
- 6.1.8 Annexures: Formats for submission of tenders by the tenderers

6.2 Tender Document

- 6.2.1 The detailed technical specifications and terms and conditions governing the supply, installation, commissioning and the after sales service of the equipments tendered are contained in this "Tender Document".
- 6.2.2 Tender documents are available for sale at NSMIMS from --09/06/2017 till a day prior to the closing date of receipt of tender against a payment of non-refundable fee of Rs26250/- (Rupees Twenty six thousand two fifty only) in the form of crossed Demand Draft drawn in favour of the Secretary, Kollam District Cooperative Hospital Society Ltd Q 952 payable at Kollam . The tender document can also be downloaded from website www.nshospital.org.

In the case of any discrepancy between the printed version and downloaded version, the printed version shall prevail. In case the Tender Document is downloaded, Tenderer shall submit Tender Document cost along with tender documents and non- submission of sufficient Tender document cost shall be one of the primary reasons for rejection of the offer in the first round.

6.2.3 The general guidelines on the tender process are as below;

6.3 Responsibility for Verification of Contents of Tender Document:

6.3.1 The purchasers of the tender form shall examine all instructions, forms, terms and conditions and specifications in the Tender Document and verify that all the contents mentioned under clause 6.1, are contained in the ‘Tender Document’.

6.3.2 Failure to furnish any information required by the tender documents and submission of an offer not substantially responsive to it in every respect shall be at the tenderer’s risk and may result in the rejection of the bids, without any further notice.

6.4 Guidelines for Preparation of Tender

6.4.1 The Tenderer shall bear all costs associated with the preparation and submission of its bid and the Kollam District Cooperative Hospital Society Ltd, Q 952, hereinafter referred to as the “Tender Inviting Authority”, will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

6.4.2 In the event of documentary proof as required not being enclosed, the Tender shall be liable to be rejected. All pages of the bid, except for unamendable printed literature, shall be signed by the authorized person or persons signing the bid along with the stamp of the tenderer.

6.4.3 Language of Bid:- The Bid prepared by the tenderer and all correspondence and documents relating to the bid exchanged by the Tenderer and the Tender Inviting Authority, shall be in English language only. Supporting documents and printed literature furnished by the Tenderer may be written in another language provided that they are accompanied by an authenticated accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Bid, the English translation shall govern.

6.4.4 The tender (in English Language only) for the supply of equipments

mentioned in Section IV shall be submitted along with detailed specifications. A technical leaflet /brochure / literature in original shall be enclosed along with list of names of organizations to which the equipment with the same specifications have been supplied in India during the last three years. In case of copy of earlier work orders and the performance certificates supporting the claim of past performance of the tenderer, it shall be attested by the organization where the same has been supplied and installed.

- 6.4.5 The documentary evidence (other than those regarding supply and past performance) submitted along with the Tender shall be produced duly attested by the tenderer on every page and serially numbered. Any interlineations, erasures or overwriting shall be valid only if they are initialed by the person (s) signing the offer.
- 6.4.6 Tenderer shall submit a declaration letter as per the format given as Annexure 10 and copy of amendments published, if any, signed by the tenderer or the authorized representative shall be enclosed as part of the technical bid as a proof of having read and accepted the terms and conditions of the tender document.
- 6.4.7 An offer submitted in vague /ambiguous financial terms and the like, shall be deemed to be non-responsive and shall be summarily rejected.
- 6.4.8 Clarifications to specific requests shall be responded through e-mail and general clarifications, affecting all the tenderers shall be published in the official website of the Tender Inviting Authority.

6.5 Earnest Money Deposit (EMD):

- 6.5.1 EMD of unsuccessful tenderers will be discharged /returned promptly.
- 6.5.2 The successful tenderer's EMD will be discharged upon the tenderer signing the contract and furnishing the performance security.
- 6.5.3 No interest will be paid for the EMD submitted.
- 6.5.4 The EMD will be forfeited, if a tenderer,
- (a) Misrepresents facts or submits fabricated / forged / tampered / altered / manipulated documents.

(b) Withdraws its bid after the opening of technical bid;

(c) Fails to sign the contract after issuance of Letter of Intent

(d) Fails to furnish performance security after issuance of Letter of Intent

6.6 Deadline for Submission of Tender

6.6.1 Tenders shall be submitted before the last date & time prescribed and the Tender Inviting Authority shall not be held liable for any delay whatsoever.

6.6.2 The Tender Inviting Authority may, at its discretion, extend the deadline for submission of tender by amending the Tender Document, in which case, all rights and obligations of the Tender Inviting Authority and the tenderers previously subjected to the deadline shall thereafter be subjected to the deadline so extended.

6.7 Modification and Withdrawal of Bids

6.7.1 The tenderer can modify or withdraw bids submitted before the last date & time for submission.

6.8 Period of Validity of Tender

6.8.1 The tender must remain valid for minimum 180 days (six months) from the date of opening of price bid. A bid valid for a shorter period shall be rejected by the Tender Inviting Authority as non-responsive.

6.8.2 Withdrawal or non-compliance of agreed terms and conditions after the execution of agreement or issuance of Supply Order will lead to invoking of penal provisions and may also lead to black listing/debarring of the successful tenderer.

6.9 Acceptance / Rejection of Tenders:

6.9.1 It is not necessary that the offer of the firm quoting the lowest rates shall be accepted.

6.9.2 At any point of time, the Tender Inviting Authority reserves the right to cancel or modify the supply order even after it is awarded to the

successful tenderer, in the event of the firm deviating from the agreed terms and conditions.

6.10 Notices

6.10.1 The Tender Inviting Authority shall publish the following information on its website at the appropriate time as part of ensuring transparency in the tender process;

- a. The tender notices, documents, corrigendum, addendum etc, if any.
- b. Amendments to the tender conditions, if any
- c. Results of the responsiveness of the technical bids and minor infirmities/clarifications sought.
- d. List of tenderers qualified for demonstration of equipment
- e. Results of the demonstration of the equipment and provisional list of tenderers qualified for price bid opening.
- f. Final List of technically qualified bidders.

6.10.2 Notice, if any, relating to the contract, given by one party to the other shall be sent in writing or by email and confirmed by post. 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.

6.10.3 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.

6.11 Other Terms and Conditions

6.11.1 All the terms and conditions in respect of warranty/guarantee, CMC/AMC, Training of Staff etc mentioned herein shall be complied with.

6.11.2 Technical Specifications and Standards: - The Goods & Services to be

provided by the successful tenderer under this contract shall conform to the technical specifications and quality control parameters mentioned in this document.

6.11.3 The tenderer shall be responsible for payment of any charges due to any statutory authorities such as Income Tax, Sales Tax, and Customs Duties etc.

6.11.4 If at any point of time it is found out that there is a responsibility to effect some statutory deduction at the source, the Tender Inviting Authority will have the authority to do so.

6.12 Tendering System

6.12.1 The tenders / bids are to be submitted in two covers.

6.12.2 PART-I is titled as TECHNICAL BID. The technical bid shall contain the complete technical specification, details on competency and financial stability of the tenderer, delivery and after sales conditions.

6.12.3 PART II is titled as PRICE BID (BOQ) has to be submitted.

6.13 Pre Tender Meeting

6.13.1 A pre-tender meeting will be convened to clarify the doubts of the prospective tenderers. The Tender Inviting Authority may or may not amend the terms and conditions as well as technical specifications of the tender document after the pre-tender meeting on the basis of feedback obtained during such meeting with a view to obtaining maximum number of competitive bids.

6.13.2 Date of pre-tender meeting is given in Section III.

6.13.3 Pre-tender meeting is called by the Tender Inviting Authority to explain briefly about the requirements as well as the terms and conditions of the tender document and to get the views of the prospective tenderers by way of ensuing transparency in the tender process.

6.13.4 It is an opportunity for the prospective tenderer to obtain all the details

about the tendered items, conditions governing the tenders and also to get the explanation of any ambiguous condition that may be present in the tender document.

6.13.5 It is also an opportunity for the Tender Inviting Authority to assess the market and obtain feedback on the technical specifications/ features of the equipments etc so as to make amendments, if need be, in the tender document on the basis of expert advice.

6.13.6 Failure to attend the Pre-tender meeting will not be a disqualification, but a loss of opportunity for the prospective tenderers to understand about the items tendered and the tender conditions.

6.13.7 Filled up Tenders will be accepted only after the date of pretender meeting.

6.14 Amendment of tender documents:

6.14.1 At any time prior to the deadline for submission of tender, the Tender Inviting Authority may, for any reason, modify the tender document by amendment.

6.14.2 The amendments shall be published in the website, and the tenderer shall submit copy of amendments published, if any, signed by the tenderer or the authorized representative as part of the technical bid as a proof of having read and accepted the terms and conditions of the tender document.

6.14.3 The Tender Inviting Authority shall not be responsible for failure to inform the prospective tenderers for any notices published related to each tender. Tenderers are requested to browse website of the Tender Inviting Authority for information/general notices/amendments to tender document etc on a day to day basis till the tender is concluded.

6.15 Contents of Bid submission.

6.15.1 Tender Document

6.15.2 Tender Document cost (in case Tender document is downloaded from the website)

6.15.3 Earnest Money Deposit

6.15.4 General information about the tenderer as per Annexure V

6.15.5 Annual turnover statement for last three years certified by the auditor as per Annexure IX.

6.15.6 Offer form as prescribed in the Annexure-VI .

6.15.7 The documents proving that the tenderer is an Original Equipment Manufacturer or their principal dealer/importer for Kerala/ South India/India (Annexure I/II)

6.15.8 Declaration Letter as per Annexure X and copy of amendments, if any, duly signed in all pages by the tenderer or the authorized signatory.

6.15.9 Price Bid

6.15.10 Power of Attorney as per format in Annexure VIII.

6.15.11 Notary attested documents such as articles of association/partnership deed etc, proof of incorporation, proving the registration of place of business and showing the details of partners/promoters/board of directors etc.

6.15.12 Notarized audited copies of the P& L Accounts, Balance Sheet, annual report for the last three completed years certified by the auditors.

6.15.13 Notary attested copy of IT returns filed for the last three completed years.

6.15.14 Details of Service centers as per Annexure VII

6.15.15 Documents showing service centre facilities in Kerala/South India.

6.15.16 Technical literature, product data sheet. (Original brochure and other documents proving that the equipment tendered meets all the technical parameters laid down herein).

6.15.17 Comparative statement of the technical specifications and compliance with the supplier's offered model, deviations and justifications.

6.15.18 The documents such as supply orders, performance reports showing that

the tenderer and manufacturer is having previous experience in the business of the supply and installation of the equipment offered.

6.15.19 List of Installations of the offered model in Kerala and South India (institutions with name/designation of the contact person, phone number/email)

6.15.20 Copy of Quality Certificate requested as per the technical specification (if applicable) for the offered model.

6.16 Opening of Tender

6.16.1 The date of technical bid opening is published in advance. However, the date of opening of price bid will be decided only after demonstration / obtaining clarification(s) from those who qualify in the technical bid and shall be conveyed to the qualified tenderers from time to time.

6.16.2 The opening of the technical bid and the price bid shall be done by the Tender Inviting Authority or his authorized representatives. The prospective tenderers or his/her representative who choose to attend the bid opening can attend the office of the Tender Inviting Authority for the opening of the bids.

6.16.3 In the event of the specified date for opening of Tender being declared holiday, the Tender shall be opened at the appointed time and venue on the next working day.

6.16.4 In the event of a tender (a) wherein the claims in the documents are materially missing or (b) if there is substantial error or (c) if the tenderer is unqualified for want of required qualifications, the tender shall stand disqualified and rejected. However, minor infirmities in the submission of documents will be allowed to be rectified so as to ensure qualification of maximum number of competitive offers to the final round.

6.16.5 The tenderer shall be responsible for properly uploading the relevant documents in the formats specified in the specific location and the Tender Inviting Authority shall not be held liable for errors or mistakes done while submitting the bid.

6.16.6 The date and time of opening the Price Bid will be announced only after the opening of the Technical Bid and demonstration of the features, operation

etc of the equipment by the tenderers.

6.17 Evaluation of tender

6.17.1 Bid Evaluation Committee:

6.17.1.1 The commercial terms and documents submitted as part of the technical bid shall be scrutinized by a Bid Evaluation Committee constituted by the Tender Inviting Authority.

6.17.1.2 The Bid Evaluation Committee may also verify the veracity of claims in respect of the known performance of the equipment offered, the experience and reputation of tenderer in the field, the financial solvency etc.

6.17.2 Technical Committee:

6.17.2.1 Evaluation of the technical bid shall be conducted by a Committee called the 'Technical Committee'. The demonstration of the machinery / equipment shall be conducted before the technical committee.

6.17.3 Purchase Committee:

6.17.3.1 The recommendations of the Bid Evaluation Committee/Technical Committee will be further scrutinized by the Purchase Committee.

6.17.4 A tenderer, at any stage of tender process or thereafter, in the event of being found after verification by the Tender Inviting Authority, to indulge in concealment or misrepresentation of facts, in respect of the claims of the offer, shall be debarred/black listed.

6.17.5 The Tender Inviting Authority's decisions on the tender submitted shall be based on the decisions taken by the various committees and otherwise as per the clauses as mentioned above.

6.17.6 Arithmetical errors shall be rectified on the following basis: If a discrepancy occurs between words and figures, the amount in words shall prevail and the offer shall stand corrected to that effect. If the tenderer

does not accept the correction of errors, his offer shall be rejected. The Tender Inviting Authority may waive any minor infirmity or non-conformity or irregularity in an offer, which does not constitute a material deviation, provided that the same shall not prejudicially affect the interest of the other tenderers.

6.18 Clarification of Bids

6.18.1 During evaluation of bids, the Tender Inviting Authority may, at its discretion, give opportunity to the tenderer(s) for clarification of points raised by the bid evaluation committee or technical committee, as the case may be, on its bids submitted

6.18.2 The request for clarification and the response shall be in writing, either through email or by post.

6.19 Demonstration of technical specifications and performance:

6.19.1 Before the opening of the Price Bid, immediately after the opening of Technical Bid, the tenderer shall arrange for demonstration of the machine at own cost, either directly or through authorized Dealer /Distributors, as the case may be, for verification by the Tender Inviting Authority.

6.19.2 If it is not possible for the successful tenderer to provide the model offered which conforms to the exact specifications as per section IV, then it shall be open to the tenderer to submit a model with similar specifications for the demonstration, if agreed by the Tender Inviting Authority. The purpose of this exercise is to satisfy the Tender Inviting Authority about the ability of the tenderer to manufacture and supply those items of specified specifications of good quality. However, the successful tenderer will have to satisfy the Tender Inviting Authority during the installation of the first piece of accessories at any location specified that it conforms to the requirements of the Section IV and failure to supply the equipments as per the requirements will lead to forfeiture of performance security and may also lead to blacklisting/debarring the tenderer for a period of 3 to 5 years.

6.19.2 Failure to demonstrate the technical specification or performance of the items to the satisfaction of the technical committee or the Tender Inviting Authority will lead to automatic rejection of the tender and

the price bid of such tenderers shall not be considered for opening of Price bids.

- 6.19.3 The Tender Inviting Authority'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 Tender Inviting Authority's inspector during demonstration as mentioned above.
- 6.19.4 Goods accepted by the Tender Inviting Authority at initial inspection and in final inspection in terms of the contract shall in no way dilute Tender Inviting Authority's right to reject the same later, if found deficient in terms of the warranty clause of the contract.

6.20 Price Bids

- 6.20.1 The Price bids (BOQ) of the short-listed technically qualified tenderer(s) will be opened only after evaluation of Technical Bids. The short-listing of the tenderer(s) will be carried out on the basis of the technical evaluation and demonstration.
- 6.20.2 The opening of the price bid shall be done by the Tender Inviting Authority or his authorized representative and only the Price Bids of those firms qualified in the detailed scrutiny and evaluation of the Technical bid and successful pre delivery inspection /demonstration, conducted by the Technical Committee/Tender Inviting Authority shall be opened in the second round.
- 6.20.3 Price offered shall be all inclusive and in Indian Rupees. Price should be quoted for the supply, installation, training and successful commissioning of the accessories and fulfilment of warranty and aftersales service to the satisfaction of the NSMIMS.
- 6.20.4 Fixed price: Prices quoted by the Tenderer shall be fixed during the period of the contract and not subject to variation on any account.
- 6.20.5 Price variation due to statutory changes including excise/customs duty or sales tax (VAT) may be considered during contract period before releasing the Letter of Intent/supply order on receipt of proper documents.

6.20.6 There shall be no hidden costs.

6.20.7 Basic Price: The price of the equipment, accessories quoted shall be inclusive of ex-factory, ex-show-room, ex-warehouse, or off-the-shelf, or delivered, as applicable, all accessories / additional accessories / spares mentioned in the technical specification section IV, safe storage, on site assembly if any of the supplied goods, installation, testing and commissioning of the equipment, accessories, furnishing of detailed operations manual, service manual with circuit diagram and maintenance manual for each appropriate unit of supplied goods. Basic price shall also include loading unloading & stacking, all other taxes, duties & levies and incidental services if applicable.

6.20.8 Customs duty payable on the goods, if applicable, shall be indicated separately. The tenderer shall indicate the value of import items on which customs duty is payable

6.20.9 Sales Tax (VAT): Applicable Sales Tax (VAT) shall be quoted in numeric values and in Rupees

6.20.10 The packing, forwarding freight and insurance charges applicable shall be quoted separately in numeric values and in Rupees

6.20.11 The total amount will be calculated and will be taken for evaluation and bid ranking.

6.20.12 The tenderers shall offer prices of the accessories inclusive of all the accessories mentioned in the technical specification and under no circumstances offer the essential accessories, without which the equipment cannot function properly, as optional or left un-quoted.

6.21 CMC / AMC Rates

6.21.1 Tenderer shall also quote CMC / AMC rates for a period mentioned in clause 5.1 after comprehensive warranty period. The rates of CMC/AMC for the prescribed period as per clause 5.1 shall be shown separately in the following manner:

The Total CMC/AMC rates i.e. Inclusive of tax if mentioned, offered shall be taken into account while tabulating and comparing prices for deciding the lowest qualified tenderer.

6.22 Award of Contract

6.22.1 Criteria: The contract will be awarded to the lowest evaluated responsive tenderer qualifying to the final round after scrutiny of the technical bids and demonstration of the accessories, i.e. after price bid opening. However the Tender Inviting Authority reserves the right to reject the claims of the lowest evaluated tenderer for sufficient reasons.

6.22.2 The details such as rates, the model of the accessories selected for award of the contract and the details of successful tenderers etc will be published during the period of price firmness on the website of the Tender Inviting Authority

6.23 Notification of Award/Letter of Intent (LOI)

6.23.1 Before expiry of the tender validity period, the Tender Inviting Authority will notify the successful tenderer(s) in writing, by registered / speed post or by email (to be confirmed by registered / speed post immediately afterwards) that its tender for accessories, which have been selected by the Tender Inviting Authority, has been accepted, also briefly indicating therein the essential details like description, specification and quantity of the goods & services and corresponding prices accepted. This notification is undertaken by issuing a Letter of Intent (LOI) by the Tender Inviting Authority.

6.23.2 The successful tenderer, upon receipt of the LOI, shall furnish the required performance security and submit an agreement in the prescribed format within ten days, failing which the EMD will be forfeited and the award will be cancelled.

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

6.24 Signing of Contract

6.24.1 The successful tenderer shall execute an agreement in the format as given under Annexure III for ensuring satisfactory supply, installation, commissioning and the after-sales service/support during the warranty period.

6.24.2 The successful tenderer shall submit bank guarantee in the format as per Annexure IV as performance security.

6.24.3 Promptly after notification of award, within ten days from the date of the letter of intent, the successful tenderer shall return two copies of the contract (as per agreement Annexure III) , both on Rs 200/- stamp paper purchased in the

name of the successful tenderer, duly signed and dated, to the Tender Inviting Authority by registered / speed post or in person.

6.24.4 The successful tenderer shall later extend the contract converting it as Comprehensive Maintenance Contract/Annual Maintenance Contract with the Tender Inviting Authority/three months prior to the completion of Warranty Period, if the Tender Inviting Authority desires so. The CMC will commence from the date of expiry of the Warranty Period.

6.24.5 Assignment:-The successful tenderer shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with the Tender Inviting Authority's prior written permission.

6.24.6 Subcontracts: - The successful tenderer shall not subcontract the execution of the contract. Such action, if done without the knowledge of the Tender Inviting Authority prior to the entering of the contract, shall not relieve the successful tenderer from any of its liability or obligation under the terms and conditions of the contract.

6.24.7 Modification of contract:- If necessary, the Tender Inviting Authority may, by a written order given to the successful tenderer 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:

6.24.7.1 Specifications, drawings, designs etc. where goods to be supplied under the contract are to be specifically manufactured for the Tender Inviting Authority,

6.24.7.2 Mode of Demonstration

6.24.7.3 Incidental services to be provided by the successful tenderer

6.24.7.4 Mode of Installation

6.24.7.5 Converting the installation of the accessories as turnkey project and any other term(s) of the contract, as felt necessary by the Tender Inviting Authority depending on the merits of the case.

6.24.7.6 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 successful tenderer 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.

6.24.7.7 If the successful tenderer does not agree to the adjustment made by the Tender Inviting Authority, the successful tenderer shall convey its views to the Tender Inviting Authority within ten days from the date of the successful tenderer's receipt of the Tender Inviting Authority's amendment / modification of terms of the contract.

6.25 Performance Security

6.25.1 There will be a performance security deposit amounting to the total value as mentioned in Section III excluding taxes, which shall be submitted by the successful tenderer to the Tender Inviting Authority within 10 days from the date of issuance of 'Letter of Intent'.

6.25.2 The contract duly signed and returned to the Tender Inviting Authority shall be accompanied by a demand Draft or Bank Guarantee in the prescribed format.

6.25.3 Upon receipt of such contract and the performance security, the Tender Inviting Authority shall issue the Supply Orders containing the terms and conditions for the execution of the order.

6.25.4 Failure of the successful tenderer in providing performance security mentioned in Section III and/or in returning contract copy duly signed in time shall make the tenderer liable for forfeiture of its EMD.

6.25.5 The Performance security shall be denominated in Indian Rupees as detailed below:

6.25.5.1 It shall be in any one of the forms namely Account Payee Demand Draft or Bank Guarantee issued by a Scheduled bank in India, endorsed in favour of the Tender Inviting Authority.

6.25.5.2 In the event of any failure /default of the successful tenderer with or without any quantifiable loss to the Society including furnishing Bank Guarantee for CMC security, the amount of the performance security is liable to be forfeited.

6.25.5.3 In the event of any amendment issued to the contract, the successful tenderer shall, within ten (10) 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.

6.25.5.4 Tender Inviting Authority will release the Performance Security

without any interest to the successful tenderer on completion of the successful tenderer's all contractual obligations including the warranty obligations and after confirming that all the contractual obligations have been successfully complied with.

6.25.5.5 The Bank Guarantee submitted in the place of EMD/Security deposit shall be in the prescribed format; Bank Guarantee in no other form will be accepted and will lead to rejection of tenders.

6.26 Delivery and Installation

6.26.1 The successful tenderer shall visit the NSMIMS and recommend preinstallation requirements. If the supplier fails to communicate any of such instances before delivery of equipment and cannot complete the installation within the stipulate period, Tender Inviting Authority shall deduct liquidated damages as per the tender conditions.

6.26.2 The successful tenderer will have to arrange transportation of the ordered goods as per its own procedure and pay necessary insurance against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery and pay all necessary charges incidental till it is installed in the NSMIMS. It shall be ensured that the equipments arrive at the destination in good condition within the delivery period mentioned and as per the other requirements of the Tender Document.

6.26.3 If at any time during the currency of the contract, the successful tenderer encounters conditions hindering timely delivery of the goods and performance of services, the successful tenderer shall inform the Tender Inviting Authority in writing within a week about the same and its likely duration and make a request to the Tender Inviting Authority for extension of the delivery schedule accordingly. On receiving the successful tenderer's communication, the Tender Inviting Authority 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 successful tenderer's contractual obligations by issuing an amendment to the contract.

6.26.4 The successful tenderer is required to deliver the equipments and install the equipments at the site within time specified from the date of issue of the 'Supply Order' and demonstrate the specification/features as well as operation / performance of the equipment to the satisfaction of the Tender Inviting Authority.

6.27 Payment

6.27.1 The payment of the first installment of the price agreed will be made within thirty days from the date of installation of the equipment with its all necessary accessories specified in the supply order.

6.27.2 The original invoice submitted shall be in the name of the Tender Inviting Authority and the name of the consignee shall also be mentioned in it.

6.27.3 Requests for advance payment, payment against delivery or payment through Bank against dispatched documents will not be considered. Part Payment at the agreed rate as per cl.5.1. shall be considered in respect of equipments installed and the necessary Installation Certificate obtained.

6.27.4 The retained remaining (second) installment will be released on submission of the 'One month performance certificate' subject to recoveries, if any, either on account of non-rectification of defects/ deficiencies by the successful tenderer .

6.27.5 Payment for CMC/AMC Charges: The payment of CMC will be made once in six months after satisfactory completion of said period by the Tender Inviting Authority.

6.27.6 The successful tenderer shall not claim any interest on payments under the contract.

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

6.27.8 The successful tenderer shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, to the Tender Inviting Authority.

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

6.28 After Sales Service conditions:

6.28.1 The Tender Inviting Authority gives paramount importance to the aftersales service of the machinery/equipments installed to ensure smooth operation afterwards. The successful tenderer is required to undertake preventive maintenance and attend all repairs, if any, that may arise during the warranty period free of cost and thereafter for additional period mentioned in the Specific Conditions of Contract, for which the rates of Comprehensive Annual Maintenance Contract or Comprehensive Maintenance Contract, in simple terms (CMC- including all essential spares needed for the satisfactory performance of the equipment) and Annual Maintenance Contract (AMC- without spares) shall be finalized at the time of tender itself. The rate offered for CMC/AMC charges will be considered for evaluation of prices and deciding on the successful tenderer

6.28.2 The aftersales terms and conditions will be strictly enforced and those tenderers who are willing to support the Tender Inviting Authority in its endeavor to provide trouble free operation/performance of the equipments for the prescribed period need only participate in the tender.

6.28.3 The aftersales service shall be performed during the warranty period and also during the Comprehensive Maintenance Period (CMC)/ Annual Maintenance Contract, if awarded. The detailed terms and conditions for after sales service mentioned hereunder.

6.28.4 Failure to provide satisfactory after sales services during or after the warranty period and CMC/AMC will lead to blacklisting/debarring of the tenderers, but after issuing due notice and provide opportunity for being heard.

6.29 Guarantee/Warranty terms:

6.29.1 The successful tenderer has to warrant that the Goods supplied under this Contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.

6.29.2 The successful tenderer further has to warrant that the Goods supplied under this Contract shall have no defect arising from design, materials or workmanship or

from any act or omission of the successful tenderer that may develop under normal use of the supplied goods.

6.29.3 All the equipments including the accessories supplied as per the technical specification in clause 4.2 should carry comprehensive warranty for a period mentioned under cl.5.1. in the first instance. During this period, the successful tenderer shall replace all defective parts and attend to all repairs/breakdowns and undertake stipulated number of preventive maintenance visits to every user installation site. The cost of spare parts for all replacements has to be borne by the successful tenderer during the period of comprehensive warranty.

6.29.4 On expiry of the comprehensive warranty period, the successful tenderer shall be willing to provide after sales support for an additional period prescribed under clause 5.1. from the date of supply & installation, under an extended contract known as Annual Maintenance Contract (AMC-without replacement of spares) or Comprehensive Maintenance Contract (CMC-inclusive of replacement of spares).

6.29.5 The prospective tenderers, who are manufacturers, shall submit an undertaking from the Original Equipment Manufacturers (OEM) that they are willing to provide spare parts for the period of warranty as mentioned and also during the additional CMC/AMC period, if awarded. The OEM shall also assure continuity of service to their product, in the event of change in dealership of the tenderers – their existing dealers – could not provide service during the warranty / AMC period. The undertaking from OEM is an essential document forming part of the Technical Bid, without which the tenders will be rejected summarily in the first round itself.

6.29.6 After sales service centre in Kerala preferably or at least in South India should be available as part of the pre-qualification criteria under cl.5.2.6 and the tenderer shall provide proof of their capability to undertake such maintenance/repair within the stipulated time.

6.29.7 Site Visits: The successful tenderer shall visit the Institution as part of preventive maintenance as per the frequency mentioned under cl.5.1. during the warranty period. The tenderer shall attend any number of break down/repair calls as and when informed by the Tender Inviting Authority.

6.29.8 Complaints should be attended properly, maximum within the time mentioned in clause 5.1.9. In case, the repair/fault duration is likely to exceed 72 hours, the successful tenderer shall arrange a standby equipment of the same make and model within next 48 hours (total down time should not exceed 5 days) as a

stop-gap arrangement till the repair/fault is rectified and the stand by equipment shall perform in the same manner as regards a new equipment.

6.29.9 Upon receipt of such notice for repair/breakdown from the Tender Inviting Authority, the successful tenderer shall, within the period specified under cl.5.1.9, and with all reasonable speed, repair or replace the defective goods or parts thereof, without cost to the Tender Inviting Authority.

6.29.10 If the successful tenderer, having been notified, fails to rectify the defect(s) within the period specified in cl.5.1.9, the Tender Inviting Authority may proceed to take such remedial action as may be deemed necessary at the successful tenderer's risk and cost and without prejudice to any other rights which the Tender Inviting Authority may have against the successful tenderer under the contract.

6.29.11 Failure to attend the repairs in time or failure to attend the stipulated preventive maintenance visit or failure to replace the defective equipments or to provide standby equipment if the fault/down time exceeds the stipulated period or to ensure the stipulated up-time in an year shall lead to imposition of a fine of Rs.5000 for each hour exceeding the stipulated period and/or forfeiture of the performance security and/or may lead to blacklisting/debarring of the defaulting tenderer.

6.29.12 A warranty certificate duly signed and with proper stamp of the institution concerned and also signed by the authorized signatory with the stamp of the successful tenderer shall be submitted to the Tender Inviting Authority for keeping it under safe custody along with the Installation Certificate.

6.29.13 The equipment which requires quality assurance test shall be so tested free of cost immediately after installation, during the comprehensive warranty period, during the CMC / AMC period, by the demand of the Tender Inviting Authority and also when major spares are replaced.

6.29.14 Any mandatory approval required for installation shall be obtained by the successful tenderer in liaison with the respective authorities.

6.29.15 The tenderer shall submit the activities to be carried out during the preventive maintenance visit.

6.29.16 The tenderer shall submit the parameters which require calibration and the frequency of calibration required

6.29.17 The tenderer shall submit the details of all major spares in the price bid cover.

6.29.18 The tenderer shall undertake on-site calibration of the equipment every year as part of the aftersales service during the period of comprehensive warranty, and submit a 'calibration certificate' to the Tender Inviting Authority afterwards

6.29.19 The offered warranty includes

6.29.19.1 Visits to NSMIMS at frequencies prescribed under cl.5.1. as part of preventive maintenance.

6.29.19.2 Testing & calibration as per technical/service/operation manual of the manufacturer or as per the period specified or as per the demand of the Tender Inviting Authority.

6.29.19.3 Quality Assurance tests (if applicable).

6.29.19.4 The cost of labour for all repairs/ and all spares required for replacement during repairs including X ray tubes, mono block, image intensifier, HT Cable, Helium for CT Scanner, all kinds of Probes, all types of sensors and transducers, Electrodes, Detectors, battery, battery for UPS, other vaccumatic parts etc wherever applicable and also the accessories and other devices supplied along with the equipments like stabilizer, UPS, AC, Computer, Compressor, Monitor, etc, which forms part of the equipment system, without which it cannot perform satisfactorily.

6.29.19.5 The exclusion of warranty of any vital equipment parts will be compared with offers of other tenderers during evaluation of the bids and this may be taken into consideration in deciding the successful tenderer on the basis of expert advice.

6.29.19.6 The tenderer shall provide up-time warranty of complete equipment as mentioned in clause 5.1.10, the uptime being calculated on 24 (hrs) X 7 (days) basis failing which the extension of Warranty period will be extended by double the downtime period.

6.29.19.7. All software updates, if any required, should be provided free of cost during Warranty period.

6.30 Annual Maintenance Contract (CMC & AMC)

6.30.1 The decision to enter into CMC or AMC will be determined on the basis of cost and complexity of the equipment by the Tender Inviting Authority at its discretion, prior to the expiration of warranty period.

6.30.2 The Comprehensive Maintenance Contract (CMC) is otherwise an extended warranty. All the terms and conditions agreed by the successful tenderer for executing the comprehensive warranty of the equipment shall be extended during the period of CMC, only difference being the payment of CMC charges is absent during the period of comprehensive warranty.

6.30.3 During Annual Maintenance Contract, the cost of spares will be borne by the Tender Inviting Authority. During the period of AMC, other terms and conditions will remain the same as in the case of Comprehensive Warranty/CMC, except in respect of the cost of spares. In short, the AMC is a CMC with provisions for payment of cost of spare parts during the currency of the contract by the Tender Inviting Authority.

6.30.4 The cost of CMC, AMC, accessories and spares, reagents and consumables as in case may be quoted along with taxes applicable, if any, no claim for taxes will be entertained later.

6.30.5 Failure/refusal on the part of the successful tender supplying/installing the equipments to enter into CMC/AMC with the Tender Inviting Authority, at the end of the Comprehensive Warranty Period, if the Tender Inviting Authority, desires so, shall lead to forfeiture of performance security and may also result in the blacklisting/debarring of the tenderer.

6.30.6 The successful tenderer shall also indicate the rates for the CMC and AMC in price bid form and such rates are binding on the successful tenders after the expiration of the warranty period. The yearly rates for CMC/AMC shall remain one and the same as quoted in the price bid form for the extended years. Cost of CMC (including taxes, if any) will be considered for Ranking/Evaluation purpose. The payment of the agreed CMC/AMC charges will be made as per frequency for payment after satisfactory completion of said period, on receipt of service report/break down report

6.31 Spare parts/Reagents

6.31.1 The tenders shall offer prices for all the spares/reagents mentioned in the technical specifications separately in the price bid form.

6.31.2 Successful tenderer shall carry sufficient inventories to assure ex-stock

supply of consumable spares for the goods so that the same are supplied to the Tender Inviting Authority promptly on receipt of order from the Tender Inviting Authority.

6.31.3 The successful tenderer shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the Tender Inviting Authority for such replaced parts/goods thereafter.

6.31.4 The Tender Inviting Authority may place orders for additional spares/consumables/reagents which are needed for the smooth performance/operation of the equipment and the successful tenderer shall be willing to supply the same in time at the cost offered in the price bid forms, failing which, such instances will be construed as a breach of tender conditions and lead to penal provisions.

6.31.5 The method of evaluation and comparison of prices will take into consideration the cost of the reagents as well.

6.32 Training

6.32.1 The successful tenderer has to impart on-site training to Doctors/Technicians/Para-medical staff on the operation and preventive maintenance of the equipment at the time of installation and anytime during warranty period to the satisfaction of the Tender Inviting Authority.

6.32.2 The training details shall be recorded in the installation certificate for enabling the Tender Inviting Authority to make the first 60% payment.

6.33 Imported Equipments

6.33.1 The Tender Inviting Authority shall in no way involve in the import of the equipments from foreign countries, if such equipments are manufactured outside the country. It shall be the solemn duty of the tenderer to import the equipments offered by paying the requisite consideration in foreign currency and following the stipulations issued by the Government of India, from time to time, in the import of equipments.

6.33.2 The tenderers shall inform any advantages in prices to the Tender Inviting Authority because of reductions/exemptions in customs duty in case of imported equipments at the time of pre-tender meeting and the tender document shall be modified by amendment to that extent.

6.33.3 The Tender Inviting Authority will not interfere in any manner with the

import process and the successful tenderer shall be solely responsible for supply and installation of any equipment at the time and locations stipulated/agreed to in the bids.

6.33.4 Successful tenderer shall carry sufficient inventories to assure ex-stock supply of consumable spares for the goods so that the same are supplied to the Tender Inviting Authority promptly on receipt of order from the Tender Inviting Authority.

6. 34 Intellectual Property Rights (IPR)

6.34.1 The successful tenderer shall, at all times, indemnify and keep indemnified the Tender Inviting Authority, free of cost, against all claims which may arise in respect of goods & services to be provided by the successful tenderer under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks.

6. 35 Corrupt or Fraudulent Practices

6.35.1. It is required by all concerned to observe the highest standard of ethics during the procurement process. In pursuance of this policy, the Tender Inviting Authority prescribes the following conditions:

6.35.2 “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence in the procurement process or in contract execution; and

6.35.3 “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 Tender Inviting Authority, 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 Tender Inviting Authority of the benefits of free and open competition;

6.35.4 Tender Inviting Authority 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 Tender Inviting Authority if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

6.35.5 No tenderer shall contact the Tender Inviting Authority or any of its officers on any matter relating to its bid, other than communications for

clarifications and requirements under this tender in writing, with an intention to influence the members of various committees or officials of Tender Inviting Authority. Any such effort by a tenderer to influence the Tender Inviting Authority in the Tender Inviting Authority's bid evaluation committee, bid comparison or contract award decisions may result in rejection of the tenderers bid.

6.36 Force Majeure

6.36.1 For purposes of this clause, Force Majeure means an event beyond the control of the successful tenderer and not involving the successful tenderer'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, 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.

6.36.2 If a Force Majeure situation arises, the successful tenderer shall promptly notify the Tender Inviting Authority in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the Tender Inviting Authority in writing, the successful tenderer 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.

6.36.3 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.

6.36.4 In case due to a Force Majeure event the Tender Inviting Authority is unable to fulfill its contractual commitment and responsibility, the Tender Inviting Authority will notify the successful tenderer accordingly and subsequent actions taken on similar lines described in the above sub-paragraphs.

6.37 Resolution of disputes

6.37.1 If dispute or difference of any kind shall arise between the Tender Inviting

Authority and the successful tenderer in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.

6.37.2 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 tender document, either the Tender Inviting Authority or the successful tenderer may give notice to the other party of its intention to commence arbitration, as provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India.

6.37.3 In the case of a dispute or difference arising between the Tender Inviting Authority and a domestic Successful tenderer relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitration of the Board of Directors whose decision shall be final.

6.37.4 Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., Kollam, Kerala State, India.

6.38 Applicable Law & Jurisdiction of Courts

6.38.1 The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

6.38.2 All disputes arising out of this tender will be subject to the jurisdiction of courts of law in Kollam

6.39 General/ Miscellaneous Clauses

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

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

6.39.3 The Successful tenderer shall notify the Tender Inviting Authority of any material change that would impact on performance of its obligations under this Contract.

6.39.4 Each member/constituent of the Successful tenderer in case of consortium shall be jointly and severally liable to and responsible for all obligations towards the Tender Inviting Authority for performance of contract/services including that of its Associates/ Sub Contractors under the Contract.

6.39.5 The Successful tenderer shall, at all times, indemnify and keep indemnified the Tender Inviting Authority 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 successful tenderer/its associate/affiliate etc.

6.39.6 All claims regarding indemnity shall survive the termination or expiry of the contract.

6.40 Penalties for non-performance

6.40.1 The penalties to be imposed, at any stage, under this tender are;

6.40.1.1 imposition of liquidated damages,

6.40.1.2 forfeiture of EMD/performance security

6.40.1.3 termination of the contract

6.40.1.4 blacklisting/debarring of the tenderer

6.40.2 Failure to produce the requisite certificates after claiming to possess such certificates or concealment or misrepresentation of facts will not only lead to rejection of tenders in the first round itself and/or may lead to forfeiture of EMD or performance security as well as result in black listing/debarring of the tenderer.

6.40.3 The penalties to be imposed on the tenderer, at any stage, will be decided on the basis of the violations of number of tender conditions specifically mentioned in the tender document as that leading to forfeiture or EMD/ Performance Security or leading to black-listing/ debarring .

6.40.4 Any unexcused delay by the successful tenderer in maintaining its contractual obligations towards delivery of goods and performance of services shall render the successful tenderer liable to any or all of the following sanctions:

6.40.5 Liquidated damages:- If the successful tenderer fails to deliver any or all of the goods or fails to perform the services within the time frame(s) prescribed in the contract, the Tender Inviting Authority shall, without prejudice to other rights and remedies available to the Tender Inviting Authority under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% of the equipment to be supplied 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 15% of the contract price. Once the delivery period is exceeded, Tender Inviting Authority may consider termination of the contract. During the above-mentioned delayed period of supply and / or performance, the conditions incorporated shall also apply and Tender Inviting Authority shall seek alternate measures at the risk and cost of the successful tenderers.

6.40.5.1 The penalties imposed by the Tender Inviting Authority will be published on the website of the Tender Inviting Authority for a period as decided as appropriate by it.

6.40.5.2 The decision to impose penalties and finally to black list the defaulting firm will be final and shall be binding on all tenderers participating in this tender.

6.41 Termination of Contract

6.41.1 Termination for default:- The Tender Inviting Authority, without prejudice to any other contractual rights and remedies available to it (the Tender Inviting Authority), may, by written notice of default sent to the successful tenderer, terminate the contract in whole or in part, if the successful tenderer 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 Tender Inviting Authority.

6.41.2 In the event of the Tender Inviting Authority terminating the contract in whole or in part, the Tender Inviting Authority 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 successful tenderer shall be liable to the Tender Inviting Authority for the extra expenditure, if any, incurred by the Tender Inviting Authority for arranging such procurement.

6.41.3 Unless otherwise instructed by the Tender Inviting Authority, the successful tenderer shall continue to perform the contract to the extent not terminated.

6.41.4 Termination for insolvency: If the successful tenderer becomes bankrupt or otherwise insolvent, the Tender Inviting Authority reserves the right to terminate the contract at any time, by serving written notice to the successful tenderer

without any compensation, whatsoever, to the successful tenderer, 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 Tender Inviting Authority.

6.41.5 Termination for convenience:- The Tender Inviting Authority reserves the right to terminate the contract, in whole or in part for its (Tender Inviting Authority's) convenience, by serving written notice on the successful tenderer at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Tender Inviting Authority. The notice shall also indicate inter alia, the extent to which the successful tenderer's performance under the contract is terminated, and the date with effect from which such termination will become effective. Further details could be obtained from the office of the Secretary, Kollam District Cooperative Hospital Society Ltd Q 952

6.42 Fall Clause

6.42.1 The prices charged for the equipment supplies under the contract by successful tenderer shall in no event exceed the lowest price at which the successful tenderer sells the equipments of identical description to any other persons during the period of contract. If any time, during the contract, the tenderer reduces the sales price chargeable under the contract, he shall forthwith notify such reduction to the Tender Inviting Authority and the price payable under the contract of the equipments supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced.

Appendix

Technical Specifications MULTIDETECTOR 64 SLICE CT SCANNER

Advanced state of the art true 64 Slice CT scanner with 64 physical rows of detectors having capability of acquiring minimum of 64 separate slices of anatomical data in each rotation. The system should have latest Vascular & Cardiac Image Quality for routine as well as advanced CT applications like :

A) Capable of scanning patients with heart rate from 40 to 110 BPM. The system should have reconstruction algorithm to achieve best temporal resolution.

B) The system should be fast enough to do a Cardiac Coronary

C) Angiogram in 8s or less with a typical coverage of 12-13 cms in high-resolution low pitch overlapping mode.

D) Advanced Software applications like Advanced Lung Analysis, Advanced Vessel Analysis, Bolus tracking, Multi-organ perfusion, Cardiac Analysis, Cardiac Function, Cardiac EP package. Segmental anatomy differentiation of liver, Tumor perfusion of Liver, pancreas, prostate, kidneys should be possible.

E) Advanced Post-processing software for automatic removal of bones(subtraction)

Technical specifications should be as follows:

1. Isotropic Microvoxel Imaging to improve 3D and reformatted 2D resolution through optimal choice of sub-millimeter slice thickness and reconstructed voxel size. System should have a minimum coverage of 64 slices (mention the slice thickness and coverage per rotation).

Minimum scan time for 360 - degree rotation should be 0.4 second or less.

2. High frequency X-Ray Generator should be with minimum output of 70 KW.

A) KV range should be from 90 KV-140 KV

3. **X-Ray tube:** Metal Ceramic X-ray tube for long life.

A) Anode heat capacity to be mentioned.(Minimum 7 or more MHU)

B) Maximum anode cooling rate to be mentioned (Minimum 1000 KHU/min)

C) Method of tube cooling to be mentioned

D) Peak anode heat dissipation to be mentioned.

- E) Small Focal spot (size to be mentioned).
- F) Large Focal spot (size to be mentioned).
- G) Expected tube life to be mentioned)

4. Gantry:

- A) Aperture should be at least 70 cm.
- B) Tilt should be + 30 degrees or more.
- C) Scan field of view should be 50 cm or more.
- D) Couch controls and foot switch should be available

5. Table:

- A) Capable of carrying at least 200 Kg of load.
- B) Horizontal Scannable Range: 170 cm Metal Free (axial), 175 cm Metal Free (Helical)
- C) Mention vertical movement range out of gantry in cm.

6. SYSTEM:

Main Operator console must be latest computer system having 32 or 62 bit main CPU with latest processor of highest speed and expandable image storage memory of 1 TB or more with two 19" LED monitors of medical grade.

7. Speed of Image Reconstruction should be 30 images/second.

8. Main Operator console must be latest computer system having 32 or 64 bit main CPU with latest processor of highest speed and expandable image storage memory of 1 TB or more.

9. A) Provide an “independent” advanced work station as part of the standard with two monitors capable of doing the special studies like perfusion imaging of brain and body , Automatic bone removal software, BMD, 3D, Advanced volume rendering, lever segmentation and dental imaging software. The “independent” work station should have its own memory, processor and data base. The transfer rate of images from main operator console to workstation should be atleast 10 images/ second and it should work independently even when the main console is switched off. The workstation should have high speed reconstruction capabilities with dual processors of 3 GHz. Clock speed or more and with hard disk memory of 1 TB or more and could be freely integrated with any existing or newly installed packs. It should also have facility for recording jpeg, mpeg and movie files. The workstation should be multivendor, multimodality, multiuser compatible and should be of the same manufacturer.

(Rate to be included in the main equipment cost.)

B) Additional work station Additional work station with the same specification as standard workstation mentioned above. Additional work station should be

multivendor, multimodality, multiuser compatible and should be of the same manufacturer.

Price should be quoted separately for additional work station.

10 System should be latest DICOM version compliant and a latest version, full option DICOM software with all image processing facilities should be provided, that should be networking and PACS compatible. Should be provided with all advanced DICOM features including worktable list, etc.

11 Mini packs (16GB) for Radio Diagnosis with the following specification.

1. Online storage capacity for server – 11TB.
2. Offline secondary storage for back up – 5 TB.
3. UPS back up for server system.
4. Dicom- Viewer hardware and software with 3 numbers of medical grade monitors.
5. Work list module.
6. CD and DVD writing options.
7. There should be an option for typing the report from packs.
8. DI-COM printing options.
9. Facility for converting DICOM images into JPEG, AVI ...etc formats.
10. Facility for using the PACS via internet also(like teleradiology)

(Rate to be quoted in the BOQ Serial no 5 “ Teleradiology System with minimum 5 user license”) .

12 Detectors:

- A) Solid-state Detector system of rare earth/ ceramic material. It should not require frequent calibrations.(Mention type of scintillator used)
- B) 64 physical rows of detectors having capability of acquiring a minimum of 64 slices per 360 degree rotation.
- C) Number of detector elements per row should be mentioned.
- D) Z axis detector array coverage (sub millimeter and total effective) should be 38mm or more.
- E) Slice thickness range should be from 0.625 mm or less.

13 Image Quality Parameters: Should be specified ONLY at the lowest scan time available on the system

- A) High Contrast Spatial Resolution should be mentioned along with slice thickness, scan time and at 50% and 10% MTF.
- B) Low Contrast Detectability should be 5 mm or less @ 0.3% using 20 cm CATPHAN phantom.
- C) High Contrast resolution and low contrast resolution for spiral must be same as that for axial.

14 Radiation Dose reduction:

Latest application available with the firm should be quoted.

- A) Raw data based and image based dose reduction systems should be provided.
- B) Pre-patient collimation to reduce unnecessary dose to the patient.
- C) ECG-pulsing for acquisition of images during the systole only for dose reduction.
- D) Radiation dose calculation and display during the procedure.

15 Spiral mode requirements:

- A) Spiral mode should have continuous data acquisition with overlapping slices
- B) Spiral mode must be extended spiral, back-to-back spiral and multipara.
- C) Helical for single continuous spiral should be of at least 50 seconds at variable pitch level

16 CT System should not require any external cooling devices like water chiller, etc.

17 Dual Head simultaneous flow Pressure Injector with bolus shaping software and operating console in the C T console room. **-150 numbers or reusable syringes and connectors.**

18 UPS of suitable rating for the entire system with minimum 30 minutes back up time should be provided.

19 Digital Dry Laser Camera: Of more than 600dpi resolution, two online tray with one (14 x 17) inches.

20 All technical data should be verifiable from the technical catalogues/brochure of the manufacturer.

21 ADVANCED RECONSTRUCTION AND DISPLAY REQUIRED

- A) Maximum and minimum intensity projection (MIP, MINIP).
- B) MPR
- C) SSD
- D) VR T
- E) Liver segmentation and sculpting – Needed dedicated stand alone liver segmentation system to facilitate liver transplant like TERARECON or equivalent.

F) CT angiography both basic and advanced package (Automatic Bone subtraction capability)

G) Virtual endoscopy

H) Virtual colonoscopy

I) Brain and Body perfusion

J) Computer assisted analysis for lung and colon

K) Bone mineral densitometry

L) Dental

M) Image Fusion

N) Prospective ECG triggered cardiac scanning for calcium scoring.

O) Prospective ECG triggered cardiac scanning for coronary angiography.

P) Retrospective ECG gated cardiac scanning for coronary angiography.

Q) Coronary angiography vessel analysis software.

R) Automated Vessel analysis including stenosis measurement, plaque characterization, wall assessment etc

S) Metal artifact reduction

T) Neurology DSA Facility.

22 ADVANCED SCANNING FACILITIES

A) C T fluoroscopy.

1) C T fluoroscopy out of room capabilities.

2) C T fluoroscopy in room capabilities.

3) C T fluoroscopy image rate (fps).

4) C T fluoroscopy slices thickness.

5) C T fluoroscopy in room scans controls.

6) CT fluoroscopy additional hardware with ceiling suspended monitor.

B) Mention about Dual energy /Multi energy capabilities.

C) Dual energy analysis software.

**Please quote separate prices for each facility/technique mentioned under the advanced scanning facilities heading*

23 ACCESSORIES TO BE SUPPLIED

A) Standard calibration tools for CT

B) Lead glass with 1.5mm lead equivalence of at least (3 x 6) feet

C) Light weight 0.5mm lead equivalence wrap around type aprons, 5 nos

D) Thyroid shield 5 no's

E) Gonad shield 3 no's

F) Lead goggles 3 no's

G) Patient monitor (Multiparameters including spo2, HR,5Lead ECG,NIBP,RR) with all modules, probes and cables)

H) Public address system for calling patients with MIC and speakers.

PA System

1. 200watts amplifier with USB input and FM facility.
2. 10 numbers ceiling speakers and 3 numbers of codeless MIC"s.
3. Paging MIC
4. Counter communication system and push to talk MIC

(Rate to be quoted in BOQ SI No 19 under music system"

J) Furniture

- 1)Revolving chair(Branded executive quality) 6 nos
- 2)Computer table (Branded) 2 nos

k) Defibrillator: Biphasic type, having adult & pediatric paddles. Shock delivery up to 300J or more. LCD display must show ECG & shock delivery status. Visual & audio indication for charging & discharge. ECG cables.

L) Desktop computer with UPS (genuine os-windows 10, HDD-1TB, RAM-4GB, GRAPHIC CARD -2GB)- 2 NOS

M) Laser Printer:

Heavy duty multipurpose laser technology paper printer for A4 and legal sizes (Brother-MFC- 9560CDW or equivalent

N) Lap top computer (Genuine OS--windows 10, HDD-1TB, RAM-4GB, GRAPHIC CARD-2GB) 1 NOS.

O) Digital SLR camera (20.1mp or more with all accessories)

P). Music system.

Q) Anesthesia Machine: (Rate shall be added along with the main equipment).

Specification shall be attached with this document

R) Industrial CD/DVD Writer (Rate shall be added along with the main equipment)

Specifications: **RIMAGE 7200N or equivalent.**

1. No of recorders- 2 numbers
2. Capacity – 400 discs
3. CPU – Inter core i5 or equivalent
4. HDD – 500GB or more
5. RAM – 8 GB
6. OS – Latest windows OS Genuine
7. Network Connectivity – Yes

S) Film Digitizer (Rate shall be added along with the main equipment)

Specification: VIDAR Diagnostic PRO or equivalent

1. It should be based on HD- CCD Technology.
2. It should have clinical optical density range of 0.5 to 4.0

3. It should have depth of 32-bit mapped to 12 bit(4096) and 8 bit (256) grey scale.

Output:

4. It should have MTBF> 50,000 Hrs.

5. It should be capable of scanning film sizes of width:

7" to 14" (18 cm to 35.6 cm) and length 8" to 17" (20cm to 43 cm)

6. It should have auto film feeder with standard 25-film capacity (mixed sized number

presorting necessary).

7. Illuminator detector should be a LED Illuminator with life of > 5, 00,000 scans.

8. It should have automatic digitizer calibration.

9. It should be possible to do automatic CT Segmenting.

10. It should have clinical express software to do post process the scanned images.

11. It should be DICOM Compatible.

Output should be in DICOM and DVI Format.

T) High quality DVD 500 Nos. (Rate shall be added along with the main equipment)

24. SCOPE FOR TURNKEY WORK

1. Installation, commissioning of the machine with all accessories mentioned.

2. Minor civil works and finishing works to remodel the existing room.

3. Minor demolitions of existing wall.

4. Fixing of the lead glass on the wall.

5. Tile flooring on the gantry and console room.

6. Interior finishing works with false ceiling.

7. Dadoing work till false ceiling in the console and gantry room

8. Supply and Installation of the Air Conditioning units of suitable tonnage on the gantry and console room.

9. Necessary cabling work, lightings, switches and various sockets and Electrical distribution paneling works inside the CT Room. The required power at one point in the proposed room shall be provided by the respective user institution.

10. Lead lining on the doors and frames as per AERB requirements.

11. Facilitating the user institution to obtain DRS approval (necessary drawing by the supplier).

12. Obtaining electrical inspectorates approval (necessary drawing by the supplier) by liaisoning with hospital authorities.

13. The CMC rate offered shall be inclusive of all items supplied along with the machine including Air conditioner etc.

14. The bill of items with specifications of turnkey is provided in the price bid. Unit rate shall be offered and lumpsum shall be offered wherever

requested. The actual requirement of each site and the bill of quantities of each site can be finalized after the award of work.

15. The rate offered for turnkey shall be taken for L1 evaluation. The split-up I terms and the quantity taken for evaluation is shown below. However actual quantity may vary depend upon site.
16. The rates offered shall be inclusive of labour charges, clearing of debris, storage of materials, loading, unloading, etc.
17. All statutory requirements to get the operational License from AERB including QA, site plan etc to be done by the vendor.
18. During site preparation necessary arrangements should be done by the vendor at his own cost to make the entire duct system , gantry , operating console , workstation cum reporting station and any susceptible regions fully and permanently rat and other pest proof .

25. OTHERS

1. The offer should be accompanied by original product data sheet/brochure of the product and AERB type approval certificate or valid No Objection Certificate (NOC) for the model offered should be submitted along with the technical bid. In case of NOC valid type approval certificate has to be submitted prior to submission of invoice for payments.
2. There shall be no separate licensing fee for the use of software (software by the bidder or third party) supplied by the bidder.
3. All equipment provided shall be of current production, new and of first rate quality.
4. Remote diagnostic capabilities must include the ability to remotely the system on a regular basis to retrieve information about the system and to correct any software problems.
5. It is the responsibility of the bidder to provide all items required but erroneously mentioned or omitted above for the full commissioning of the equipment.
6. The vendor must include in the package, all sorts of latest software's and soft ware kits, available with them at the time of installation, without additional cost, even if such software are not mentioned separately in the specification.
7. The vendor must provide two weeks all expenses paid training for two radiologists in the Department of Radio diagnosis in a reputed teaching centre; located in the parent country of the vendor, within two months of commissioning of the machine .
8. The vendor must provide two weeks all expenses paid training for two radiographers at the vendor's education centre.

9. The vendor must supply latest textbooks / licensed copies of CD's relating to CT scanning costing not less than two lakhs.
10. There is only limited access for the staff and students of the department for CME programs, especially those conducted outside the country incorporating the latest developments of specialty and modality. Presently there is access to CME programs by internet. Suppliers of CT scan through their overseas offices will be able to arrange access to CMEs.

Technical Specification for Anesthesia Machine

- 1 The Machine should have centralized display integration and functional integration.
- 2The Machine should have a built-in anesthesia ventilator with Pressure, volume controlled modes with PEEP. The machine and ventilator should be from the same manufacturer..
- 3 Should be compact, ergonomic & easy to use with automatic pre-use check for electronic parts.
- 4 Should have complete integrated anesthesia gas delivery system.
- 5 It should be electronically controlled with a master switch, pneumatically operated with prioritized alarm system.
- 6 Should provide with adult and pediatric reusable and autoclavable light weight tubing breathing circuit.
- 7 Should be able to deliver a tidal volume from 50ml to 1500ml.
- 8 Should have a battery back up for 60 minutes with low battery alarm and over charge protection.
- 9 Should have monitoring facility of continuous airway pressure, tidal volume, frequency, oxygen concentration and oxygen supply pressure
- 10 Should have display of at least 6 inches for set parameters.
- 11 Should have automatic self test for the entire system.

- 12 Anesthesia machine should be with 3 gas supply system (O₂, N₂O and Air) with pipeline connections and reserve cylinder yokes
- 13 Gas cylinder (pin indexed) yokes with sturdy clamping bars for easy handling.
- 14 One Pin index yoke for connecting cylinder each for O₂, N₂O through pipeline.
- 15 Regulator one each for O₂ and N₂O.. N₂O should be activated only with oxygen on flow.
- 16 Should have pressure gauge for all gas inlets including central lines mounted on the front panel for easy visibility
- 17 Should have audible alarm for O₂ failure
- 18 N₂O supply should cut off if O₂ supply fails. (hypoxic guard).
- 19 Oxygen and Nitrous oxide should be linked either mechanically or pneumatically to ensure a minimum of 25% oxygen delivery at all times to avoid delivery of hypoxic mixture.
- 20 Should have dual cascade type flow meter for atleast O₂ and N₂O calibrated in multiple scale.
- 21 The anesthesia machine should have a master control ON/OFF switch.
- 22 Provision to mount any two vaporizer with interlocking facility to allow use of only one Vaporizer at a time.
- 23 Iso-flurane vaporizer of newer generation having specifications equivalent to tech 7 type to be provided.
- 24 Non-return cum pressure relief valve when pressure exceeds 120 cm of H₂O.
- 25 Should have auxiliary common gas outlet for open circuit.
- 26 Should provide with oxygen flush switch
- 27 Circle absorber with corrugated reusable breathing circuit for closed circuit system with each unit. It should be autoclavable. It should be with ventilator selector switch and circle on/off switch.
- 28 Should have low flow anesthesia technique.

29 Should have a facility to connect to the passive scavenging system and the required tubings to be provided.

30 Should have atleast two universal electrical outlets.

31 Should have a provision for mounting monitors on top of the machine and with drawers.

32 Should have fiber wheels and Foot brakes.

33 Standard baird circuit : 1 no. with each unit Magills Circuit: 1 No with each unit.

34 Reservoir bag (2liters): 1 nos. with each machine.

35 Connectors for baird circuit: 1 nos with each machine.

36 AMBU bag: 1 no. with each machine.

37 Pressure regulated valve with 5 meter hose and connector (conversion kit) for oxygen should be provided with each machine

38 Should be supplied with driver gas hoses with necessary attachments (colour coded)_____

39 Should be supplied with necessary attachments to use the breathing circuits viz namely Baird, Magills, Jackson-Rees and closed circuit (Single limb circuit)

40 Should work in 220-240Vac 50 Hz input supply.

41 Should be supplied with one Vaporizer.

42 Should supply with 5 kg Soda Lime along with machine.

43 Should have safety certificate from a competent authority CE / FDA (US) / STQC CB

certificate /STQC S certificate or valid detailed electrical and functional safety test report from ERTL/ ISI.

Annexure -1
MANUFACTURERS OFFER FORM

(to be submitted by manufacturers)

No.

Dated:

To

The Secretary,
Kollam District Cooperative Hospital Society Ltd Q 952

Sir,

Tender No :

Equipment Name :

1. We (name of the OEM) declare that we are the original manufacturers of the above equipment having registered office at (Full address with telephone number/fax number & email ID and website), and having factories at _____

2. No company or firm or individual has been authorized to bid, negotiate and conclude the contract in regard to this business against this specific tender.

3. We hereby declare that we are willing to provide guarantee/warranty and after sales service during the period of

warranty/CMC/AMC as per the above tender.

4. We also hereby declare that we have the capacity to manufacture and supply, install and commission the quantity of the equipments tendered within the stipulated time.

(Name) for and on behalf of M/s. _____

Date: (Name of manufacturers) Place:

Note: This letter of authority should be on the letter head of the manufacturing concern and should be signed by a person competent and having the power of attorney to bind the manufacturer.

Annexure-2

MANUFACTURER'S AUTHORISATION FORM

*(to be submitted by authorized
dealers/representatives/importers)*

No.

Dated:

To

The Secretary

(Tender Inviting Authority)

Kollam District Cooperative Hospital Society Ltd Q 952

Sir,

Tender No : _____

Equipment Name : _____

1. We (Name of the OEM) are the original manufacturers of the above equipment having registered office at (Full address with telephone number/fax number & email ID and website), having factories at _____ and _____, do hereby authorize M/s. _____ (Name and address of tenderer) to submit tenders, and subsequently negotiate and sign the contract with you against the above tender no _____
2. No company or firm or individual other than M/s. _____ are authorized to bid, negotiate and conclude the contract in regard to this business against this specific tender.

3. We also hereby undertake to provide full guarantee/warrantee /CMC/AMC as agreed by the tenderer in the event the tenderer is changed as the dealers or the tenderer fails to provide satisfactory after sales and service during such period of Comprehensive warranty/CMC/AMC and to supply all the spares/reagents during the said period.
4. We also hereby declare that we have the capacity to manufacture and supply, install and commission the quantity of the equipments tendered within the stipulated time.

(Name) for and on behalf of

M/s. _____

Date: (Name of manufacturers) Place:

Note: This letter of authority should be on the letterhead of the manufacturing concern and should be signed by a person competent and having the power of attorney to bind the

Annexure-3

AGREEMENT

THIS AGREEMENT made on the..... Day of 2017
Between (Name and Address of *Purchaser*) represented by
the Secretary (Hereinafter “the *Purchaser*”) on the one part and
..... (Name and Address of *Supplier*)
(Hereinafter “the *Supplier*”) represented by (Name of
the Authorized Signatory and Designation), Aged years, residing
at (Full Residential Address of the Signatory) on the
other part:

WHEREAS the *Purchaser* has invited tenders for the supply of
.....(brief description of goods and services vide tender no
.....datedThe supplier has submitted technical and price bids
and also demonstrated the technical specifications / features / other
quality requirements as contained in the tender document. The
Purchaser has finalized the tender in favour of the *Supplier* for the
supply of the said goods and services for a total cost of Rs.....
(Contract Price in Words and Figures) (Hereinafter “the Contract Price”)
and issued Letter of Intent / Supply Order No. dated
.....

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the tender document referred to.
2. The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz.:
 - a. all the documents submitted by the tenderer as part of technical bid and price bid;
 - b. the Schedule of Requirements;

- c. the Technical Specifications and other quality parameters;
 - d. the clarifications and amendments issued / received as part of the tender document
 - e. the General Conditions of Contract;
 - f. the Specific Conditions of Contract; and
 - g. the *Purchaser's* Letter of Intent
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to supply, install and commission the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The *Purchaser* hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

BRIEF PARTICULARS OF THE GOODS AND SERVICES WHICH SHALL BE SUPPORTED / PROVIDED BY THE SUPPLIER ARE:

Sl. no	Brief description of goods	Quantity to be installed	Unit price (Rs)	Total Amount(3*4) (Rs)	Sales tax and other Taxes Payable (Rs)
1	2	3	4	5	6

Total value: 5+6

Delivery Schedule:

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

Signed, Sealed and Delivered by the said (For the *Purchaser*) in the presence of Signed, Sealed and Delivered by the said..... (For the Supplier)

(Signature, Name, Designation and Address with Office seal) in the presence of.....

1. (Signature, Name and Address of witness)
2. (Signature, Name and Address of witness)

Annexure -4

BANK GUARANTEE FORM

To

The Secretary
Kollam District Cooperative
Hospital Society Ltd Q 952

WHEREAS _____ (Name and address of the supplier) (Hereinafter called “the supplier”) has undertaken, in pursuance of Tender / Contract no _____ dated _____ (herein after called “the contract”) to supply the Kollam District Cooperative Hospital Ltd with (Description of goods and supplies).

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized 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 amount of Rs _____ (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 undertake to pay you any money so demanded notwithstanding any dispute or disputes raised by the supplier(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under these presents being absolute and unequivocal.

We agree that no change or addition to or other modification of the terms of the contract to be performed thereunder 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.

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

This guarantee will not be discharged due to the change in the constitution of the Bank or the Supplier(s).

We, _____ (indicate the name of bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent, in writing, of Kollam District Cooperative Hospital Society Ltd Q 952

This Guarantee will remain in force up to (Date) unless a claim or a demand in writing is made against the bank in terms of this guarantee on or before the expiry of (Date) all your rights in the said guarantee shall be forfeited and we shall be relieved and discharged from all the liability thereunder irrespective of whether the original guarantee is received by us or not.

(Signature with date of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

Seal, name & address of the Bank and address
of the Branch

Annexure-5

GENERAL INFORMATION ABOUT THE TENDERER

1	Name of the Tenderer			
	Registered address of the firm			
	State		District	
	Telephone No.		Fax	
	Email		Website	
	Contact Person Details			
2	Name		Designation	
	Telephone No.		Mobile No.	
Communication Address				
	Address			

3	State		District			
	Telephone No.		Fax			
	Email		Website			
Type of the Firm (Please ✓ relevant box)						
4	Private Ltd.		Public Ltd.		Proprietors hip	
	Partnership		Society		Others, specify	
	Registration No. & Date of Registration.					
Nature of Business (Please ✓ relevant box)						
5	Original Equipment Manufacturer			Authorized Dealer /Representative		
	Direct Importer			Others, specify.		
Key Personnel Details (Chairman, CEO, Directors, Managing Partners etc.)						
in case of Directors, DIN Nos. are required						

6	Name		Designation	
	Name		Designation	
7	<i>Whether any criminal case was registered against the company or any of its promoters in the past?</i>			Yes / No
8	<i>Other relevant Information provided * (here enclose the details such as presentation on the details of the tenderer in a CD preferably, please avoid submission of detailed leaflets/brochures etc, if possible.)</i>			
<i>Date.</i>		<i>Official Seal</i>		<i>Signature of the tenderer / Authorized signatory</i>

Annexure-6

OFFER FORM

Having examined and accepting the conditions of the tender document no..... we here by submit this offer for the supply & installation of conforming the detailed technical specification mentioned in section IV of the tender document. The details of the equipment offered are as follows.

Sl . N o.	Name of the Equipment	Model	Original Equipment Manufacturer
1			

Date: _____ Office seal
tenderer/Authorized

Signature of the

Signatory

Annexure-7

SERVICE CENTRE DETAILS

Toll free number, if any			
Sl. No	Name and address of the service center (s)	Contact Details	
1		Telephone No:	
		Fax No:	
		Email ID.	
		Name of the Service Engr.	
		Mobile No.	
		Telephone No:	

2		Fax No:	
		Email ID.	
		Name of Service Engr. th e	
		Mobile No.	
3		Telephone No:	
		Fax No:	
		Email ID.	
		Name of Service Engr. th e	
		Mobile No.	

Date:

Office seal

Signature of the
Tenderer/Authorized signatory

Annexure-8

POWER OF ATTORNEY

(On a Stamp Paper of relevant value)

I/ We..... (Name and address of the registered office) do hereby constitute, appoint and authorize Sri/Smt.....(name and address) who is presently employed with us and holding the position of as our attorney, to act and sign on my/our behalf to participate in the tender no.....for..... (Equipment name).

I/ We hereby also undertake that I/we will be responsible for all action of Sri/Smt..... Undertaken by him/her during the tender process and thereafter on award of the contract. His / her signature is attested below.

Dated this the ___day of 201_
For_____

(Name, Designation and Address)

Accepted

_____(Signature)

(Name, Title and Address of the Attorney) Date: _____

Annexure-9

ANNUAL TURN OVER STATEMENT

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

Sl. No.	Year	Turnover in Lakhs (Rs)
1	2013 – 2014	
2	2015 – 2016	
3	2016– 2017	
Total		
Average Turnover per year		

Date:

Signature of Auditor/ Chartered Accountant

(Name in Capital)

Seal:

Annexure-10

DECLARATION FORM

I/We M/s. _____ represented
by its Proprietor / Managing Partner / Managing Director having its
Registered Office at _____
do hereby declare that I/We have carefully read all the conditions
of tender dated for supply of CT Scanner machine
floated by the Kollam District Cooperative Hospital Society Ltd Q
952 and accepts all conditions of Tender.

Signature of the Tenderer

Name in capital letters with Designation

Annexure-11

WARRANTY CERTIFICATE

(to be filled jointly by the Tenderer, & Representative of the Tender Inviting Authority individually for every equipment)

Date:

Supply order No : dated.....

The instrument (*Item Name*)
Model No..... Bearing serial no
was installed successfully at NSMIMS
.....is offered with a
comprehensive warranty for a period of Years starting from
..... to including all the
following accessories;

Sl.	Name of the accessory	Manufacturer's name	Item	
No				

<i>Name of the Supplier:</i>	<i>Name of the Secretary</i>
<i>Signature:</i>	<i>Signature:</i>
<i>Seal:</i>	<i>Seal:</i>

