

OPEN COMPETITIVE BIDDING DOCUMENT

Tender Ref.No. 60/RC/MPPHSCL/Mannequin/2015-16, Dt. 26/11/2015

Madhya Pradesh Medical Services Corporation Services Ltd invites

ONLINE TENDER FOR THE PROCUREMENT OF MANNEQUINS TO VARIOUS SKILL LABS AND TRAINING CENTRES OF GOVERNMENT OF MADHYA PRADESH

**Madhya Pradesh Medical Services Corporation Services Ltd
Bhopal 462011.**

**Phone: 0755-2578911 Website:
www.health.mp.gov.in**

**[For any further clarifications / queries on e-Tendering, e-Procurement Cell can
be contacted at:**

**Toll Free Nos.: 1800-274-5454, 1800-274-
8484, Mobile No. 08965065346, 08965022417,
Phone No. 0755-6500102**

e-mail: eproc_helpdesk@mpsdc.gov.in

**Helpdesk Address : TCS helpdesk, 5th Floor , Corporate Zone, DB Mall , Arera Hills
, Bhopal]**

SECTION I

NOTICE INVITING TENDERS (NIT)

for National Competitive bidding

Madhya Pradesh Medical Services Corporation Services Ltd

Tilhan sangh Campus, 1 Arera hills,

Bhopal

URL: www.health.mp.gov.in

PHONE: 0755-2578911

Tender Enquiry No. 60/MPPHSCL/MANNE/2015

Dated: 26/11/2015

NOTICE INVITING TENDERS (NIT)

Madhya Pradesh Medical Services Corporation Services Ltd

- (1) invites online tenders from eligible and qualified Bidders for Procurement of following Mannequins and other equipments to be supplied at various Skill Labs and Training Centres of Govt. of M.P.:

Schedule no	Mannequin Name	Estimated Qty.
1	Essential Newborn Care & Resuscitation Mannequin	62
2	Female Catheterization Mannequin	24
3	Hand Held Uterus Mannequin	24
4	Intubation Head (New Born Baby)	55

- (2) The Schedule of E-Tendering Activities are as under:

Sr. No.	Activity	Date and Time
1	Start of Purchase of Tender Document	26/11/2015 at 18:00 hrs.
2	End of Purchase of Tender Document	17/12/2015 at 12:00 hrs
3	Pri-bid Meeing, (MPPHSCL Office) Tilan sangh Campus, 1 Arera hills, Bhopal	03/12/2015 at 12:00 hrs.
3	End of Bid Submission	17/12/2015 at 15:00 hrs
4	Opening of Technical Bid (Envelope-A)	17/12/2015 at 15:30 hrs

- (3) Tender documents may be viewed or purchased online by interested and eligible bidders from the website www.mpeproc.gov.in on the above mentioned dates after paying Tender fee of Rs.5,000 & processing fee as applicable online. Tender document may also be viewed from the website www.health.mp.gov.in.
- (4) Bidders can submit its tender online at www.mpeproc.gov.in on or before the key dates given above along with EMD/Bid Security of Rs.200,000 (Two lacs rupees only). The Physical copy of the Technical Bid only should also be submitted at the address below latest by 17/12/2015 at 15:00 hrs.
- (5) All further notifications/amendments, if any shall be posted on www.mpeproc.gov.in and www.health.mp.gov.in only. No separate communication shall be made with individual Bidders

Madhya Pradesh public Health Services Co-ltd-
Bhopal- 462004

GENERAL INSTRUCTIONS TO BIDDERS (GIT)

A. PREAMBLE

1. Definitions and Abbreviations

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

1.2. Definitions:

- (i) “Consignee” means the Hospital/Institute/Medical Colleges on to whom the goods are required to be delivered as specified in the Contract. If the goods are required to be delivered to a person as an interim consignee for the purpose of dispatch to another person as provided in the Contract then that “another” person is the consignee, also known as ultimate consignee.
- (ii) “Contract” means the written agreement entered into between the Tender Inviting Authority and/or consignee and the supplier, together with all the documents mentioned therein and including all attachments, annexure etc. therein.
- (iii) “Day” means calendar day.
- (iv) “Earnest Money Deposit” (EMD) means Bid Security/ monetary or financial guarantee to be furnished by a bidder along with its tender.
- (v) “Goods” means the articles, material, commodities, furniture, fixtures, raw material, spares, instruments, machinery, equipment, medical equipment, associated software, industrial plant etc. which the supplier is required to supply to the Tender Inviting Authority under the contract.
- (vi) “Inspection” means activities such as measuring, examining, testing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement to determine conformity.
- (vii) “Manufacturer” means original equipment manufacturer of the quoted product in this tender.
- (viii) “Ordering Authority” OR “Purchaser” means the competent authorities of DoPH& FW, Medical Education, GAS Rahat departments of Government of Madhya Pradesh (herein after referred to as “Ordering Authority”) in their respective jurisdictions, purchasing goods and services as incorporated in the Tender Enquiry document, namely:
 - a. Tender Inviting Authority Director (Incharge Procurement)/Director Medical Services
 - b. Chief Medical & Health Officer
 - c. Chief Medical & Health Officer, Gas Rahat
 - d. Civil Surgeon cum Hospital Superintendent
 - e. Superintendent, Special Hospitals
 - f. Superintendents, Gas Rahat hospitals
 - g. Superintendent cum Joint Director Medical College
 - h. GNM /ANM schools.
 - i. Training Centres.
- (ix) “Performance Security” means monetary or financial guarantee to be furnished by the successful bidder for due performance of the contract placed on it. Performance Security is also known as Security Deposit.
- (x) “Services” means services allied and incidental to the supply of goods, such as transportation, installation, commissioning, provision of technical assistance, training, after sales service, maintenance service and other such obligations of the supplier covered under the contract.
- (xi) “Specification” means the document/standard that prescribes the requirement with which goods or service has to conform.
- (xii) “Supplier” means the individual or the firm supplying the goods and services as incorporated in the contract.
- (xiii) “Tender Inviting Authority” is Managing Director, MPPHSC, Bhopal (MP).
- (xiv) “Tender” means Bids / Quotation / Tender received from a Firm / Bidder / Bidder.

- (xv) “Bidder” means Bidder/ the Individual/Firm or company submitting Bids / Quotation / Abbreviations:
- (i) “BG” means Bank Guarantee
 - (ii) “CD” means Custom Duty
 - (iii) “CENVAT” means Central Value Added Tax
 - (iv) “CMC” means Comprehensive maintenance Contract (labour, spare and preventive/ breakdown maintenance)
 - (v) “CST” means Central Sales Tax
 - (vi) “DDP” means Delivery Duty Paid named place of destination (consignee site)
 - (vii) “DP” means Delivery Period
 - (viii) “ED” means Excise Duty
 - (ix) “GCC” means General Conditions of Contract
 - (x) “GIT” means General Instructions to Bidders
 - (xi) “LC” means Letter of Credit
 - (xii) “NIT” means Notice Inviting Tenders.
 - (xiii) “RR” means Railway Receipt
 - (xiv) “RT” means Re-Tender.
 - (xv) “SCC” means Special Conditions of Contract
 - (xvi) “SIT” means Special Instructions to Bidders
 - (xvii) “TE Document” means ‘Tender Enquiry Document’ or ‘Tender Document’
 - (xviii) “VAT” means Value Added Tax
 - (xix) “AERB” means Atomic Energy Regulatory Board
 - (xx) “DoPH& FW” means Department of Health & Family Welfare, Govt. of MP
 - (xxi) “HOD” means Head of Department
 - (xxii) “OA” means Ordering Authority
 - (xxiii) “TIA” means Tender Inviting Authority

2. Introduction

- 2.1 The Tender Inviting Authority has issued these Tender documents for purchase & supply of goods and related services as mentioned in Section – VI – “List of Requirements”, which also indicates, *inter alia*, the required delivery schedule, terms and place of delivery.
- 2.2 This section (Section II - “General Instructions Bidders”) provides the relevant information as well as instructions to assist the prospective Bidders in preparation and submission of tenders. It also includes the mode and procedure to be adopted by the Tender Inviting Authority for receipt and opening as well as scrutiny and evaluation of tenders and subsequent placement of contract.
- 2.3 The Bidders shall also read the Special Instructions to Bidders (SIT) related to this purchase, as contained in Section III of these documents and follow the same accordingly. Whenever there is a conflict between the GIT and the SIT, the provisions contained in the SIT shall prevail over those in the GIT.
- 2.4 Before preparing the tender and submitting the same to the Tender Inviting Authority, the bidder should read and examine all the terms & conditions, instructions, checklist etc. contained in the Tender documents. Failure to provide and/or comply with the required information, instructions etc. incorporated in these tender documents may result in rejection of its tender.

3. Availability of Funds

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

4. Language of Tender

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

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

5. Eligible Bidders

5.1 This invitation for tenders is open to all manufacturers located in India, Indian subsidiaries of foreign manufacturers and dealers / distributors / agents / channel partners of Manufacturers who fulfil the eligibility criteria specified in these documents.

6. Eligible Goods and Services

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

7. Tendering Expense

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

B. TENDER ENQUIRY DOCUMENTS

8. Content of Tender Enquiry Documents

8.1 In addition to Section I – “Notice Inviting Tender” (NIT), the Tender Documents include:

Section II	– General Instructions to Bidders (GIT)
Section III	– Special Instructions to Bidders (SIT)
Section IV	– General Conditions of Contract (GCC)
Section V	– Special Conditions of Contract (SCC)
Section VI	– List of Requirements
Section VII	– Technical Specifications
Section VIII	– Bidder Information Form
Section IX	– Qualification Criteria
Section X	– Tender Form
Section XI (A)	- List of items quoted, their model and quantity
Section XI(B)	– Price Schedules
Section XII	– Questionnaire
Section XIII	– Bank Guarantee Form for EMD
Section XIV	– Bank Guarantee Form for Performance Security/CMC Security
Section XV	– Contract Forms A & B
Section XVI	– Proforma of Consignee Receipt Certificate
Section XVII	– Proforma of Final Acceptance Certificate by the consignee
Section XVIII	– Check List for the Bidders
Annexure ‘A’	- Rates of Comprehensive Maintenance Contract
Section XIX	- Manufacturer’s Authorization Form

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

9. Amendments to Tender Documents

- 9.1 At any time prior to the deadline for submission of tenders, the Tender Inviting Authority may, for any reason deemed fit by it, modify the Tender Documents by issuing suitable amendment(s) to it.
- 9.2 Such an amendment will be notified online on www.mpeproc.gov.in and/or www.health.mp.gov.in and same shall be binding to all bidders/Bidders. All prospective Bidders are advised to see above websites regularly for information. Tender Inviting Authority shall not be responsible in any manner if prospective Bidders miss any notifications placed on above website (s).
- 9.3 In order to provide reasonable time to the prospective Bidders to take necessary action in preparing their tenders as per the amendment, the Tender Inviting Authority may, at its discretion extend the deadline for the submission of tenders and other allied time frames, which are linked with that deadline.

10. Clarification of Tender Documents

- 10.1 At any time prior to the date of submission of Tender, Tender Inviting Authority may, for any reason, whether on his own initiative or in response to a clarification requested by a prospective Bidder, modify the condition in Tender documents by an amendment. All the prospective Bidders who have purchased/downloaded the tender document will be notified of the amendment only through website i.e. <http://www.mpeproc.gov.in> and that will be binding on them. In order to provide reasonable time to take the amendment into account in preparing their bid, Tender Inviting Authority may at his discretion, extend the date and time for submission of tenders.
- 10.2 Any person who has purchased/downloaded the tender document should watch for amendment, if any, on the website of GOMP <http://www.health.mp.gov.in> and <http://www.mpeproc.gov.in> and Tender Inviting Authority will not issue separate communication to them.
- 10.3 A bidder requiring any clarification or elucidation on any issue of the Tender Documents may take up the same with the Tender Inviting Authority in writing. The Tender Inviting Authority will respond in writing to such request provided the same is received by the Tender Inviting Authority not later than fifteen days (unless otherwise specified in the SIT) prior to the prescribed date of submission of tender.

C. PREPARATION OF TENDERS

11. Documents Comprising the Tender

- 11.1 The **Two Bid Online System**, i.e. “Technical Bid” and “Financial Bid” prepared by the bidder, shall comprise the following:

A) Technical Bid (Un priced Tender)

- i) Earnest money furnished in accordance with GIT clause 19.1;
- ii) Tender Form as per Section X (without indicating any prices).
- iii) Documentary evidence, as necessary in terms of clauses 5 and 17 establishing that the bidder is eligible to submit the tender and, also, qualified to perform the contract if its tender is accepted. Power of Attorney in favour of signatory of Tender Documents.
- iv) Documents and relevant details to establish in accordance with GIT clause 18 that the goods and the allied services to be supplied by the bidder conform to the requirement of the Tender Documents.
- v) Performance Statement as per section IX along with relevant copies of orders and end users’ satisfaction certificate in the desired format.
- vi) Section XI(A) filled up with all the details including Make, Model etc. of the goods offered.
- vii) Certificate of Incorporation in the country of origin.
- viii) Checklist as per Section XX.

B) Financial Bid (to be submitted online, no physical copy):

Price Schedule(s) as per Section XI (B) filled up with all the details including Make, Model etc. of the goods offered with their prices.

N.B.

1. All pages of the Tender should be page numbered and indexed.
 2. It is the responsibility of bidder to go through the Tender Documents to ensure furnishing all required documents in addition to above, if any.
- 11.2 The authorized signatory of the bidder must sign on the physical copy of tender document duly stamped at appropriate places and initial all the remaining pages of the tender.
- 11.3 A tender, which does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.
- 11.4 This is an e-tender but physical copy is also required to be submitted (without price bid). Tender sent by fax/telex/cable/e-mail shall be ignored.

12. Tender currencies

- 12.1 The bidder supplying indigenous/imported goods or already imported goods shall quote only in Indian Rupees.
- 12.2 Tenders, where prices are quoted in any other way shall be treated as non -responsive and rejected.

13 Tender Prices

- 13.1 The Bidder shall indicate on the Price Schedule provided under Section XI(B) all the specified components of prices shown therein including the unit prices and total tender prices of the goods and services it proposes to supply against the requirement. All the columns shown in the price schedule should be filled up as required. If any column does not apply to a bidder, same should be clarified as "NA" by the bidder.
- 13.2 If there is more than one schedule in the List of Requirements, the bidder has the option to submit its quotation for any one or more schedules and, also, to offer special discount for combined schedules. However, while quoting for a schedule, the bidder shall quote for the complete requirement of goods and services as specified in that particular schedule.
- 13.3 While filling up the columns of the Price Schedule, the following aspects should be noted for compliance:
- 13.3.1 For domestic goods or goods of foreign origin located within India, the prices in the corresponding price schedule shall be entered separately in the following manner:
- a) the price of the goods, quoted ex-factory/ ex-showroom/ ex-warehouse/ off-the-shelf, as applicable, including all taxes and duties like sales tax, CST VAT, CENVAT, Custom Duty, Excise Duty etc. already paid or payable on the components and raw material used in the manufacture or assembly of the goods quoted ex-factory etc. or on the previously imported goods of foreign origin quoted ex-showroom etc;
 - b) any sales or other taxes and any duties including excise duty, which will be payable on the goods in India if the contract is awarded;
 - c) charges towards Packing & Forwarding, Inland Transportation, Insurance (local transportation and storage) would be borne by the Supplier from ware house to the consignee site for a period including 3 months beyond date of delivery, Loading/Unloading and other local costs incidental to delivery of the goods to their final destination as specified in the List of Requirements and Price Schedule;
 - d) the price of Incidental Services, as mentioned in List of Requirements and Price Schedule;
 - e) the prices of Turnkey (if any), as mentioned in List of Requirements, Technical Specification and Price Schedule; and
 - f) the price of annual CMC, as mentioned in List of Requirements, Technical Specification and Price Schedule.
- 13.4 Additional information and instruction on Duties and Taxes:

13.4.1 If the Bidder desires to ask for sales tax/VAT, Service Tax, Works Contract Tax etc. to be paid extra, the same must be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such duties and taxes and no claim for the same will be entertained later.

13.4.2 Excise Duty:

- a) Prices are inclusive of Excise duty. If a Bidder chooses to mention the excise duty in the price bid and also desires to be reimbursed for variation, if any, in the excise duty during the time of supply, the bidder must clearly mention the same and also indicate the rate and quantum of excise duty included in its price. Failure to indicate all such details in clear terms may result in rejection of that tender.
- c) Subject to sub clauses 13.5.2 (a), any change in excise duty upward/downward as a result of any statutory variation in excise duty taking place within contract terms shall be allowed to the extent of actual quantum of excise duty paid by the supplier. In case of downward revision in excise duty, the actual quantum of reduction of excise duty shall be reimbursed to the Purchaser/Ordering Authority by the supplier. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the supplier.

13.4.3 Sales Tax:

If a bidder asks for sales tax/ VAT, Service Tax and Works Contract Tax to be paid extra, the rate and nature of sales tax applicable should be shown separately. The sales tax / VAT, Service Tax and Works Contract Tax will be paid as per the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sale is exigible to sales tax / VAT, Service Tax and Works Contract Tax and is payable as per the terms of the contract. If any refund of Tax is received at a later date, the Supplier must return the amount forth-with to the Tender Inviting Authority.

13.4.4 Octroi Duty and Local Duties & Taxes:

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

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

14. Indian Agent

14.1 Indian Agent of foreign manufacturers can participate in tender invitation subject to the fulfilment of qualification criteria mentioned in the Section-IX of the tender documents.

15. Firm Price

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

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

16. Alternative Tenders

- 16.1 Alternative Tenders are not permitted. If a manufacturer or importer participates in the tender, & the same manufacturer or importer authorizes dealer or agent to participate in the tender in this case both the bids will be rejected.
- 16.2 Bidders are requested to quote their most suitable model meeting tendered technical specifications. Alternate models are not allowed to quote.

17 Documents Establishing Bidders Eligibility and Qualifications

- 17.1 Pursuant to GIT clause 11, the bidders shall furnish, as part of its tender, relevant details and documents establishing its eligibility to quote and its qualifications to perform the contract if its tender is accepted.
- 17.2 The documentary evidence needed to establish the bidder's qualifications shall fulfil the following requirements:
- a) in case the bidder offers to supply goods, which are manufactured by some other firm, the bidder has been duly authorised by the goods manufacturer to quote for and supply the goods to the purchaser. The bidder shall submit the manufacturer's authorization letter to this effect as per the standard form provided under Section XIX in this document.
 - b) the manufacturer and/or bidder has the required financial, technical and production capability necessary to perform the contract and, further, it meets the qualification criteria incorporated in the Section IX in these documents.
 - c) in case the bidder is not doing business in India, it is duly represented by an dealer/agent stationed in India fully equipped and able to carry out the required contractual functions and duties of the supplier including after sale service, maintenance & repair etc. of the goods in question, stocking of spare parts and fast moving components and other obligations, if any, specified in the conditions of contract and/or technical specifications.

18. Documents establishing Good's Conformity to Tender Document.

- 18.1 The bidder shall provide in its tender the required as well as the relevant documents like technical data, literature, drawings etc. to establish that the goods and services offered in the tender fully conform to the goods and services specified by the Tender Inviting Authority in the TE documents. For this purpose the bidder shall also provide a clause-by-clause statement of compliance on the technical specifications and other technical details incorporated by the Tender Inviting Authority in the TE documents vis-à-vis the technical details of the offered product to establish technical responsiveness of the goods and services offered in its tender.
- 18.2 In case there is any variation and/or deviation between the goods & services prescribed by the Tender Inviting Authority and that offered by the bidder, the bidder shall list out the same in a chart form without ambiguity and provide the same along with its tender.
- 18.3 If a bidder furnishes wrong and/or misguiding/misleading data, statement(s) etc. about technical acceptability of the goods and services offered by it, its tender will be liable to be ignored and rejected in addition to other remedies available to the Tender Inviting Authority in this regard.
- 18.4 Tender Inviting Authority reserves the right to call the Bidder to demonstrate his/her quoted model (s) before the Tender Evaluation Committee within 7-15 days from the date of issuing letter/online intimation. The time range shall depend upon the type of equipment.

19. Earnest Money Deposit (EMD)

- 19.1 Pursuant to GIT clauses 8.1 and 11.1(d) the bidder shall furnish along with its tender, earnest money for Rs.200,000/- (Two Lacs only). The earnest money is required to protect the Tender Inviting Authority against the risk of the bidder's unwarranted conduct as amplified under sub-clause 19.7 below.
- 19.2 The earnest money will be in the form of Bank Guarantee (BG).
- 19.3 No exemption is allowed in EMD. Without valid EMD, bid shall be rejected.

- 19.4 Bank Guarantee is to be provided from any scheduled bank in India and should be pledged to Managing Director, MPPHSCL payable at Bhopal and as per the format specified under Section XIII in these documents.
- 19.5 The earnest money shall be valid for 180 days from Techno – Commercial Tender opening date.
- 19.6 Unsuccessful Bidders' earnest money will be returned to them without any interest, after expiry of the tender validity period, but not later than thirty days after conclusion of the resultant contract. Successful bidder's earnest money will be returned without any interest, after receipt of performance security from that bidder.
- 19.7 Earnest Money is required to protect the Tender Inviting Authority against the risk of the Bidder's conduct, which would warrant the forfeiture of the EMD. Earnest money of a bidder will be forfeited, if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the Tender Inviting Authority. The successful bidder's earnest money will be forfeited without prejudice to other rights of Tender Inviting Authority if it fails to furnish the required performance security within the specified period.

20. Tender Validity

- 20.1 If not mentioned otherwise in the SIT, the tenders shall remain valid for acceptance for a period of 180 days (One hundred and eighty days) after the date of Technical bid opening prescribed in the Tender Document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.
- 20.2 In exceptional cases, the Bidders may be requested by the Tender Inviting Authority to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by surface mail or by fax/ telex/cable followed by surface mail. The Bidders, who agree to extend the tender validity, are to extend the same without any change or modification of their original tender and they are also to extend the validity period of the EMD accordingly. A bidder, however, may not agree to extend its tender validity without forfeiting its EMD.
- 20.3 In case the day up to which the tenders are to remain valid falls on/ subsequently declared a holiday or closed day for the Tender Inviting Authority, the tender validity shall automatically be extended up to the next working day.

21. Signing and Sealing of Tender

- 21.1 The Bidders shall submit their tenders online as per key schedule dates indicated and physical copy of Technical Bid as per the instructions contained in GIT Clause 11.
- 21.2 Tender Document seeks tender submission by following two Tender Online System, in two parts i.e. two bid systems. First part i.e. "Technical Bid (EMD & Technical documents) – **Envelope-A**" and second part i.e. "Financial Bid" – **Envelope-C**
- 21.3 . The Bidder shall submit original EMD along with physical copy of all letters, certificates, testimonials, forms etc. (self-certified) including original catalogue (s) of model quoted as uploaded online on or before the closing date of submission of tender document as specified at clause no. 22.1 below.
- 21.3 The original and other copies of the tender shall either be typed or written in indelible ink and the same shall be signed by the bidder or by a person(s) who has been duly authorized to bind the bidder to the contract. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the tender.
- 21.4 All the pages of the physical tender document shall be duly signed at the appropriate places as indicated in the Tender Documents and all other pages of the tender including printed literature, if any shall be initialled by the same person(s) signing the tender. The tender shall not contain any erasure or overwriting, except as necessary to correct any error made by the bidder and, if there is any such correction; the same shall be initialled by the person(s) signing the tender.
- 21.5 The bidder is to seal the tender in envelopes and writing the address of the Tender Inviting Authority and the tender reference number on the envelopes. The sentence "NOT TO BE OPENED" before _____ (The bidder is to put the date & time of tender opening) are to be written on these

envelopes. The inner envelopes are then to be put in a bigger outer envelope, which will also be duly sealed, marked etc. as above. If the outer envelope is not sealed and marked properly as above, the Tender Inviting Authority will not assume any responsibility for its misplacement, premature opening, late opening etc.

D. SUBMISSION OF TENDERS

22. Submission of Tenders

- 22.1 Unless otherwise specified, tenders will be received online as per the Key Dates in the Notice published on the website <http://www.empeproc.gov.in>
- 22.2 Physical technical bid (without price bid) along with original EMD in an envelope super scribing "Tender No. _____ for supply of _____" due on _____[due date and time of submission of Technical Bid]" should be addressed and submitted on or before the date & time of online opening of technical bid and shall be submitted to "Managing Director, MPPHSCL Bhopal. The officer receiving the physical documents shall give the bidder an official receipt duly signed with date and time.
- 22.3 For online bidding scan copy of needful documents in proper resolution should be uploaded online. Bidders are required to sign their bids online using Class III - Digital Certificates only, Contractors are advised to obtain the same at the earliest. For further information, Contractors are requested to read Users Guide available in M.P. Government's E-Procurement Portal <https://www.mpeproc.gov.in/>. The bidders may also contact E-Procurement Cell / Helpdesk at Toll Free No. 1800-274-5454 and 1800-274-5454 and e-mail: eproc_helpdesk@mpsdc.gov.in
- 22.4 The Bidders must ensure that they deposit their online/physical technical bid along with original EMD not later than the closing time and date specified for submission of tenders. In the event of the specified date for submission of tender falls on / is subsequently declared a holiday or closed day for the Tender Inviting Authority, the physical technical bid and original EMD will be received up to the appointed time on the next working day.

23. Late Tender

- 23.1 This is an e-tender and all documents including price details are to be submitted on the mentioned portal. However, physical copy of Technical bid is required to be submitted which shall be accepted on or before the time as mentioned at clause no. 22.2 above. Physical copy of technical bid and original EMD shall be accepted before the date and time of online tender opening but not beyond that.

24. Alteration and Withdrawal of Tender

- 24.1 The bidder, after submitting its tender online, is not permitted to alter / modify its tender.
- 24.2 No tender should be withdrawn after the deadline for submission of tender and before expiry of the tender validity period. If a bidder withdraws the tender during this period, it will result in forfeiture of the earnest money furnished by the bidder in its tender.

E. TENDER OPENING

25. Opening of Tenders

- 25.1 The Tender Inviting Authority will open the tenders 'online' at the specified date and time and at the specified place as indicated in the NIT. In case the specified date of tender opening falls on / is subsequently declared a holiday or closed day for the Tender Inviting Authority, the tenders will be opened at the appointed time and place on the next working day.
- 25.2 Authorized representatives of the bidders, who have submitted tenders on time may attend the tender opening provided they bring with them letters of authority from the corresponding bidders. The tender

opening official(s) will prepare a list of the representatives attending the tender opening. The list will contain the representatives' names, signatures, e-mail Id, contact no. and corresponding Bidders' names and addresses.

- 25.3 Two Bid system as mentioned in Para 21.2 above will be as follows. The **Technical Bid (Envelope-A)** are to be opened online at the first instance, at the prescribed time and date as indicated in NIT followed by opening of physical copy of the technical bid. These Bids shall be scrutinized and evaluated by the competent committee/ authority with reference to parameters prescribed in the Tender Document. During the Technical Bid opening, the Bid opening official(s) will read the salient features of the bids like brief description of the goods offered, delivery period, Earnest Money Deposit and any other special features of the tenders, as deemed fit by the tender opening official(s). Thereafter, in the second stage, the **Financial Bid (Envelope-C)** of only the Technically acceptable offers (as decided in the first stage) shall be opened for further scrutiny and evaluation on a date notified after the evaluation of the Technical bid. The prices, special discount if any of the goods offered etc., as deemed fit by tender opening official(s) will be read out.

F. SCRUTINY AND EVALUATION OF TENDERS

26. Basic Principle

- 26.1 Tenders will be evaluated on the basis of the terms & conditions already incorporated in the Tender Document, based on which tenders have been received and the terms, conditions etc. mentioned by the Bidders in their tenders. No new condition will be brought in while scrutinizing and evaluating the tenders. TIA will not enter into any correspondence on the issue.

27. Preliminary Scrutiny of Tenders

- 27.1 The Tender Inviting Authority will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed stamped and whether the Tenders are generally in order.
- 27.2 Prior to the detailed evaluation of Financial Bids, pursuant to GIT Clause 34, the Tender Inviting Authority will determine the substantial responsiveness of each Tender to the Tender Document. For the purposes of these clauses, a substantially responsive Tender is one, which conforms to all the terms and conditions of the Tender Documents without material deviations. Deviations from, or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 5), Warranty (GCC Clause 15), EMD (GIT Clause 19), Taxes & Duties (GCC Clause 20), Force Majeure (GCC Clause 26) and Applicable law (GCC Clause 31) will be deemed to be a material deviation. The Tender Inviting Authority's determination of a Tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 27.3 If a Tender is not substantially responsive, it will be rejected by the Tender Inviting Authority and cannot subsequently be made responsive by the Bidder by correction of nonconformities.
- 27.4 The tenders will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the Tender Documents. The tenders, which do not meet the basic requirements, are liable to be treated as non – responsive and will be summarily ignored.
- 27.5 The following are some of the important aspects, for which a tender shall be declared non – responsive and will be summarily ignored;
- (i) Tender form as per Section X (signed and stamped) not uploaded and physically not submitted
 - (ii) Tender validity is shorter than the required period.
 - (iii) Required EMD (Amount etc.) have not been provided.
 - (iv) Bidder has not agreed to give the required performance security.
 - (v) Goods offered are not substantially responsive to the tender enquiry specification.

- (vi) Bidder has not agreed to other essential condition(s) specially incorporated in the tender enquiry like terms of payment, liquidated damages clause, warranty & CMC clause, dispute resolution mechanism applicable law.
- (vii) Poor/ unsatisfactory past performance.
- (viii) Bidders who stand deregistered/banned/blacklisted by any Govt. Authorities.
- (ix) Bidder is not eligible as per GIT Clauses 5.1 & 17.1.
- (x) Bidder has not quoted for the entire quantity as specified in the List of Requirements in the quoted schedule.

Note: The above mentioned aspects are descriptive and not exhaustive and a tender can be declared non-responsive for non-fulfilment of any essential condition culled out in the instant document in the considered view of the Tender Inviting Authority and the opinion of the Tender Inviting Authority shall be final and conclusive.

28. Minor Infirmary/Irregularity/Non-Conformity

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

29 Discrepancies in Prices

- 29.1 If, in the price structure quoted by a bidder, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless the Tender Inviting Authority feels that the bidder has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.
- 29.2 If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected; and
- 29.3 If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause 29.1 and 29.2 above.
- 29.4 If, as per the judgement of the Tender Inviting Authority, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the bidder by registered / speed post. If the bidder does not agree to the observation of the Tender Inviting Authority, the tender is liable to be ignored.

30. Discrepancy between online tender documents and physical documents/papers of Tender

30.1 In case any discrepancy is observed between the online documents, text etc. and that in the physically submitted documents, text etc. of the same tender set then online documents, text etc. shall prevail. Here also, the Tender Inviting Authority will convey its observation suitably to the bidder by register / speed post and, if the bidder does not accept the Tender Inviting Authority's observation, that tender will be liable to be ignored.

31. Qualification Criteria

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

32. Conversion of tender currencies to Indian Rupees

32.1 Deleted

33. Schedule-wise Evaluation

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

34. Comparison of Tenders

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

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

35.1 Further to GIT Clause 34 above, the Tender Inviting Authority's evaluation of a tender will include and take into account the following:

i) In the case of goods manufactured in India or goods of foreign origin already located in India, sales tax & other similar taxes and excise duty & other similar duties, Customs Duties, Service Tax, Works Contract Tax etc. which will be contractually payable (to the bidder), on the goods if a contract is awarded on the bidder.

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

35.3 The Tender Inviting Authority reserves the right to give the price preference to small-scale industries located in Madhya Pradesh as per the instruction in vogue while evaluating, comparing and ranking the responsive tenders.

36. Bidder's capability to perform the contract

36.1 The Tender Inviting Authority, through the above process of tender scrutiny and tender evaluation will determine to its satisfaction whether the bidder, whose tender has been determined as the lowest evaluated responsive tender, is eligible, qualified and capable in all respects to perform the contract satisfactorily. If, a Bidder is responsive for more than one schedule, then, such determination will be made cumulative.

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

37. Contacting the Tender Inviting Authority

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

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

G. AWARD OF CONTRACT

38. Tender Inviting Authority's Right to accept any tender and to reject any or all tenders

38.1 The Tender Inviting Authority reserves the right to accept in part or in full any tender or reject any or more tender(s) without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected

bidder or Bidders.

39. Award Criteria

- 39.1 Subject to GIT clause 38 above, the contract will be awarded to the lowest evaluated responsive bidder decided by the Tender Inviting Authority in terms of GIT Clause 36.

40. Rate contract Validity and Tender quantity

The rate of the successful bidder will be valid for 1 year from the date of agreement, the estimated quantity shown in the table is estimated, it may increase or decrease as per the demand of purchasing authority. The rate contract can be extended by 3 months from the end of rate contract date.

41. Intimation Letter to successful bidder / Notification of Award

- 41.1 Before expiry of the tender validity period, the Tender Inviting Authority will notify the successful bidder(s) in writing, only by registered / speed post or by e-order (to be confirmed by registered / speed post) that its tender for goods & services, 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. The successful bidder must furnish to the Tender Inviting Authority the required performance security within 21 days along with the contract agreement from the date of dispatch of this notification, failing which the EMD will be forfeited and the award will be cancelled. Relevant details about the performance security have been provided under GCC Clause 5 under Section IV.
- 41.2 The Notification of Award shall constitute the conclusion of the Contract.
- 41.3 The rates quoted and accepted will be binding on the bidder for the duration of currency of contract and any increase in price will not be entertained till the completion of this contract period. Accordingly this clause will be applicable for all orders placed during the contract period.
- 41.4 All supply orders shall be placed by the TIA/Ordering Authority (ies). All terms and conditions of supply order (s) shall be governed by the conditions of this tender document. Relevant details about the performance security have been provided under GCC Clause 5 under Section IV.

42. Issue of Contract

- 42.1 Promptly after notification of award, the Tender Inviting Authority will mail the contract form (as per Section XV) duly completed and signed, in duplicate, to the successful bidder by registered / speed post.
- 42.2 Within twenty one days from the date of the Notification of Award (at GIT Clause 41 above) , the successful bidder shall return the original copy of the contract, duly signed and dated, to the Tender Inviting Authority by registered / speed post.

43. Non-receipt of Performance Security and Contract by the Tender Inviting Authority/Ordering Authority

- 43.1 Failure of the successful bidder in providing performance security and / or returning contract copy duly signed in terms of GIT clauses 41 and 42 above shall make the bidder liable for forfeiture of its EMD and, also, for further actions by the Tender Inviting Authority against it as per the clause 24 of GCC – Termination of default.

44. Return of E M D

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

45. Publication of Tender Result

- 45.1 The name and address of the successful bidder(s) receiving the contract(s) will be mentioned in the

notice board/bulletin/web site of the Tender Inviting Authority.

46. Corrupt or Fraudulent Practices

46.1 It is required by all concerned namely the Consignee/Bidders/Suppliers etc to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Tender Inviting Authority: -

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) “fraudulent practice” means a misrepresentation of facts 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 Bidders (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;
 - (iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party [“parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive level].
 - (iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party (a “party” refers to a participant in the procurement process or contract execution).
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent or collusive practices in competing for the contract in question;
- (c) 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/ company has engaged in corrupt or fraudulent or collusive practices in competing for, or in executing the contract.

SECTION - IV

GENERAL CONDITIONS OF CONTRACT (GCC)

1. Application

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

2. Use of contract documents and information

- 2.1 The supplier shall not, without the Tender Inviting Authority's prior written consent, disclose the contract or any provision thereof including any specification, drawing, sample or any information furnished by or on behalf of the Tender Inviting Authority in connection therewith, to any person other than the person(s) employed by the supplier in the performance of the contract emanating from this TE document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purposes of such performance for this contract.
- 2.2 Further, the supplier shall not, without the Tender Inviting Authority's prior written consent, make use of any document or information mentioned in GCC sub-clause 2.1 above except for the sole purpose of performing this contract.
- 2.3 Except the contract issued to the supplier, each and every other document mentioned in GCC sub-clause 2.1 above shall remain the property of the Tender Inviting Authority and, if advised by the Tender Inviting Authority, all copies of all such documents shall be returned to the Tender Inviting Authority on completion of the supplier's performance and obligations under this contract.

3. Intellectual Property Rights

- 3.1 The supplier 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 supplier under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trade marks etc. being made against the Tender Inviting Authority, the Tender Inviting Authority shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to the Tender Inviting Authority.

4. Country of Origin

- 4.1 All goods and services to be supplied and provided for the contract shall have the origin in India or in the countries with which the Government of India has trade relations.
- 4.2 The word "origin" incorporated in this clause means the place from where the goods are mined, cultivated, grown, manufactured, produced or processed or from where the services are arranged.
- 4.3 The country of origin may be specified in the Price Schedule

5. Performance Security

- 5.1 Within twenty one (21) days from date of the issue of intimation letter/ notification of award by the Tender Inviting Authority/Ordering Authority, the supplier, shall furnish performance security to the Tender Inviting Authority for an amount equal to ten percent (10%) of the total value of the contract amount, valid up to 44 months, including the warranty obligation.
- 5.2 The Performance security (at 5.1 above) shall be denominated in Indian Rupees or in the currency of the contract as detailed below:

- a) It shall be in the form of Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in section XV of this document in favour of the Tender Inviting Authority.

- 5.3 In the event of any failure /default of the supplier with or without any quantifiable loss to the government including furnishing of Bank Guarantee for CMC security as per Proforma in Section XV, the amount of the performance security is liable to be forfeited. The Administration Department may do the needful to cover any failure/default of the supplier with or without any quantifiable loss to the Government.
- 5.4 In the event of any amendment issued to the contract, the supplier shall, within fifteen (15) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same validity in all respects in terms of the contract, as amended.
- 5.5 The supplier shall enter into CMC as per the 'Contract Form – B' in Section XV with Tender Inviting Authority/respective consignees, 3 (three) months prior to the completion of Warranty Period. The CMC will commence from the date of expiry of the Warranty Period.
- 5.6 Subject to GCC sub – clause 5.2 above, the Tender Inviting Authority/Ordering Authority will release the Performance Security without any interest to the supplier on completion of the supplier's all contractual obligations including the warranty obligations & after receipt of bank guarantee for CMC security in favour of Tender Inviting Authority as per the format in Section XV. If Tender Inviting Authority doesn't enter into CMC with the supplier in spite of repeated reminders by the supplier, Tender Inviting Authority is bound to release the Performance Security within six months after its due date of release.

6. Technical Specifications and Standards

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

7. Packing and Marking

- 7.1 The packing for the goods to be provided by the supplier should be strong and durable enough to withstand, without limitation, the entire journey during transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract.
- 7.2 The quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall strictly comply with the requirements as provided in Technical Specifications and Quality Control Requirements under Sections VII and VIII and in SCC under Section V. In case the packing requirements are amended due to issue of any amendment to the contract, the same shall also be taken care of by the supplier accordingly.
- 7.3 Packing instructions:

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

- a. Contract number and date
- b. Brief description of goods including quantity
- c. Packing list reference number including relevant code numbers of the accessories
- d. Country of origin of goods
- e. Ordering Authority/consignee's name and full address including contact numbers and
- f. Supplier's name and address including contact numbers

8. Inspection, Testing and Quality Control

- 8.1 Before despatch of the ordered goods, supplier, at its own cost, has to carry out pre-despatch inspection of the ordered goods by empanelled inspection agency (ies) of CE/US FDA 21 CFR compliance certifying body (ies) through ASTM standards and if such agencies are not available then TIA decision shall be final and binding. Before submitting the product for inspection through empanelled agency(ies), the manufacturer must provide test certificate detailing in house tests carried out and the product's compliance. The test certificate must include performance parameters of all sub-systems and components.
- 8.2 The Tender Inviting Authority (TIA) and/or its nominated representative(s) may, without any extra cost to the Tender Inviting Authority, inspect and/or test the ordered goods, its manufacturing line and the related services to confirm their conformity to the contract specifications and other quality control details incorporated in the contract. The TIA shall inform the supplier in advance, in writing, the TIA's programme for such inspection and, also the identity of the officials to be deputed for this purpose. The cost towards the transportation, boarding & lodging will be borne by the Tender Inviting Authority and/or its nominated representative(s).
- 8.3 The Technical Specification and Quality Control Requirements incorporated in the contract shall specify what inspections and tests are to be carried out and, also, where and how they are to be conducted. If such inspections and tests are conducted in the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the supplier to the Tender Inviting/ Ordering Authority's inspector at no charge to the Tender Inviting Authority/ Ordering Authority.
- 8.4 Tender Inviting Authority or Ordering Authority or their representative shall also inspect and/or test the ordered goods and the related services to confirm their conformity to the contract specifications and other quality control details incorporated in the contract at the site of final destination (at consignee's premises).
- 8.5 If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, the Tender Inviting/Ordering Authority's inspector may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to the Tender Inviting/Ordering Authority and resubmit the same to the Tender Inviting/Ordering Authority's inspector for conducting the inspections and tests again.
- 8.6 In case the contract/supply order stipulates pre-despatch inspection of the ordered goods at supplier's premises by Tender Inviting Authority, the supplier shall put up the goods for such inspection to the Tender Inviting's inspector well ahead of the contractual delivery period, so that the Tender Inviting Authority's inspector is able to complete the inspection within the contractual delivery period.
- 8.7 If the supplier tenders the goods to the Tender Inviting's inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the supplier. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to the Tender Inviting Authority under the terms & conditions of the contract.
- 8.8 The Tender Inviting Authority's/consignee's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by Tender Inviting/Ordering Authority's inspector during pre-despatch inspection mentioned above.
- 8.9 Goods accepted by the Tender Inviting Authority/Ordering Authority and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute Tender Inviting Authority's/consignee's right to reject the same later, if found deficient in terms of the warranty clause of the contract, as incorporated under GCC Clause 15.

9. Terms of Delivery

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

10. Transportation of Goods

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

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

11. Insurance:

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

- i) in case of supply, of domestic goods including goods already imported in India, on Consignee site basis, the supplier shall be responsible till the entire stores contracted for arrival in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured. The insurance cover shall be obtained by the Supplier and should be valid till 3 months after the receipt of goods by the Consignee.

If the equipment is not commissioned and handed over to the consignee within 3 months, the insurance will be got extended by the supplier at their cost till the successful installation, testing, commissioning and handing over of the goods to the consignee. In case the delay in the installation and commissioning is due to handing over of the site to the supplier by the consignee, such extensions of the insurance will still be done by the supplier, but the insurance extension charges at actuals will be reimbursed.

12. Consumables & Spare parts

12.1 Unless specified in the Technical Specifications/List of Requirements and in the resultant contract, the supplier shall supply/provide any or all of the following materials, information etc. pertaining to consumables/ spare parts manufactured and/or supplied by the supplier:

- a) All equipment as specified in the List of Requirement should be able to operate with standard quality consumables available in open market. The bidder shall specify it in its bid and shall provide standard specifications in sufficient details of all consumables required to operate the equipment to enable the purchaser to try for these consumables in the open market. It is the purchaser's prerogative to purchase standard quality consumables/spare parts from any source available in the market and this act shall not relieve the supplier from any contractual obligation including warranty & CMC obligations.
- b) The spare parts as selected by the Tender Inviting Authority/Ordering Authority to be purchased from the supplier, subject to the condition that such purchase of the spare parts shall not relieve the supplier of any contractual obligation including warranty obligations; and
- c) In case the production of the spare parts is discontinued the supplier shall give:
 - i) Sufficient advance notice to the Tender Inviting Authority/Ordering Authority before such discontinuation to provide adequate time to the Tender Inviting/Ordering Authority to purchase the required spare parts etc., and
 - ii) Immediately following such discontinuation, providing the Tender Inviting Authority/Ordering Authority, free of cost, the designs, drawings, layouts and specifications of the spare parts, as and if requested by the Tender Inviting Authority/Ordering Authority.

12.2 Supplier 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/Ordering Authority promptly on receipt of order from the Tender Inviting Authority/Ordering Authority.

13. Incidental services

- 13.1 Subject to the stipulation, if any, in the SCC (Section – V), List of Requirements (Section – VI) and the Technical Specification (Section – VII), the supplier shall be required to perform the following services.
- a. Inform pre-requisite for installation & commissioning such as civil/electrical/miscellaneous requirement well in advance to the ordering authority.
 - b. Installation & commissioning, Supervision and Demonstration of the goods
 - c. Providing required jigs and tools for assembly, minor civil works required for the completion of the installation.
 - d. Providing Standard Operating Procedure detailing operational guidelines, limitations, precautions, routine maintenance and Do's & Don'ts.
 - e. The supplier shall help in preparing a log-book.
 - f. Training of Consignee's Doctors, Staff, operators etc. for operating and maintaining the goods
 - g. Supplying required number of operation & maintenance manual for the goods

14. Distribution of Dispatch Documents for Clearance/Receipt of Goods

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

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

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

Within 24 hours of despatch, the supplier shall notify the Tender Inviting Authority, Ordering Authority/consignee, and others concerned if mentioned in the contract, the complete details of despatch and also supply the following documents to them by registered post / speed post (or as instructed in the contract) keeping in view that the notification should reach the concerned authority not on a closed day/public holiday:

- (i) Three copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Consignee Receipt Certificate as per Section XVI in original issued by the authorized representative of the consignee;
- (iii) Two copies of packing list identifying contents of each package;
- (iv) Inspection certificate issued by the Inspection agency;
- (v) Certificate of origin;
- (vi) Insurance Certificate as per GCC Clause 11.
- (vii) Manufacturers/Supplier's warranty certificate & In-house inspection certificate.

15. Warranty and CMC

- 15.1 The supplier warrants comprehensively that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by the Tender Inviting Authority in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials (*except when the design adopted and / or the material used are as per the Tender Inviting Authority's/Consignee's specifications*) or workmanship or from any act or omission of the supplier, that may develop under normal use of the supplied goods under the conditions prevailing in India.
- 15.2 The **warranty** shall remain valid for 36 months from the date of installation & commissioning.
- a. No conditional warranty like mishandling, manufacturing defects etc. will be acceptable.
 - b. Replacement and repair will be under taken for the defective goods.
 - c. Proper marking has to be made for all spares for identification like printing of installation and repair dates.

- 15.3 In case of any claim arising out of this warranty, the Tender Inviting Authority/Ordering Authority/Consignee shall promptly notify the same in writing to the supplier. The period of the warranty will be as per G.C.C clause number 15.2 above irrespective of any other period mentioned elsewhere in the bidding documents.
- 15.4 Upon receipt of such notice, the supplier shall, within 24 hours on a 24(hrs) X 7 (days) X 365 (days) basis respond to take action to repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. If any part is required to be replaced, the defective equipment should be made functional within 72 hours from the time of breakdown call to the supplier. The supplier shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the Tender Inviting Authority/Ordering Authority for such replaced parts/goods thereafter. The penalty clause for non-rectification will be applicable as per tender conditions.
- 15.5 In the event of any rectification of a defect or replacement of any defective goods during the warranty period, the warranty for the rectified/replaced goods shall be extended to a further period of twenty four (24) months from the date such rectified / replaced goods starts functioning to the satisfaction of the Tender Inviting Authority.
- 15.6 If the supplier, having been notified, fails to respond to take action to repair or replace the defect(s) within 72 hours on a 24(hrs) X 7 (days) X 365 (days) basis, the Tender Inviting Authority may proceed to take such remedial action(s) as deemed fit by the Tender Inviting Authority/Ordering Authority, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the Tender Inviting Authority may have against the supplier.
- 15.7 During Warranty period, the supplier is required to visit at each consignee's site at least once in 4 months commencing from the date of the installation/commissioning for preventive maintenance of the goods and any no. of breakdown calls. The supplier shall also carry out calibration of equipment during warranty period as per manufacturer's guidelines.

16. Assignment

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

17. Sub Contracts

- 17.1 The Supplier shall notify the Tender Inviting Authority in writing of all sub contracts awarded under the contract if not already specified in its tender. Such notification, in its original tender or later, shall not relieve the Supplier from any of its liability or obligation under the terms and conditions of the contract. Sub contracts shall not be inconsistent with the terms of the tender/contract agreement.
- 17.2 Sub contracts shall also comply with the provisions of GCC Clause 4 ("Country of Origin").

18. Modification of contract

- 18.1 If necessary, the Tender Inviting Authority may, by a written order given to the supplier at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following:
- a) Specifications, drawings, designs etc. where goods to be supplied under the contract are to be specially manufactured for the Tender Inviting Authority,
 - b) Mode of packing,
 - c) Incidental services to be provided by the supplier
 - d) Mode of despatch,
 - e) Place of delivery, and
 - f) Any other area(s) of the contract, as felt necessary by the Tender Inviting Authority depending on the merits of the case.

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

19. Prices

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

20. Taxes and Duties

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

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

21. Terms and Mode of Payment

21.1 Payment Terms

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

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

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

a) On delivery:

85% payment of the contract price shall be paid on receipt of goods in good condition and upon the submission of the following documents:

- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Test certificate issued by In-house Quality control department;
- (iii) Consignee Receipt Certificate as per Section XVI in original issued by the authorized representative of the consignee;
- (iv) Two copies of packing list identifying contents of each package;
- (v) Inspection certificate issued by the Inspection agency as per clause GCC 8;
- (vi) Insurance Certificate as per GCC Clause 11;
- (vii) Certificate of origin.

b) On Acceptance:

Balance 15% payment would be made against 'Final Acceptance Certificate' as per Section XVII of goods to be issued by the consignees subject to recoveries, if any, either on account of non-rectification of defects/deficiencies not attended by the Supplier or otherwise.

B) Payment of Turnkey, if any:

Turnkey payment will be made to the manufacturer's agent in Indian rupees indicated in the relevant Price Schedule or by Tender Inviting Authority and shall not be subject to further escalation / exchange variation. Payment shall be made in Indian Rupees to the supplier.

C) Payment for Annual Comprehensive Maintenance Contract Charges:

The Tender Inviting Authority will enter into CMC with the supplier at the rates as stipulated under clause GCC 15 (mentioned at Annexure 'A'). The payment of CMC will be made on six monthly basis after satisfactory completion of said period, duly certified by the consignee and on receipt of bank guarantee, for an amount equivalent to 10 % of the CMC contract cost, as per format given in Section XV valid till 2 months after expiry of entire CMC period.

- 21.2 The supplier shall not claim any interest on payments under the contract.
- 21.3 Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other tax as applicable will be made from the bills payable to the Supplier at rates as notified from time to time.
- 21.4 The payment shall be made in Indian currency only.
- 21.5 The supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, to the Tender Inviting/ respective consignees (as the case may be).
- 21.6 While claiming payment, the supplier is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the supplier for claiming that payment has been fulfilled as required under the contract.
- 21.7 While claiming reimbursement of duties, taxes etc. (like sales tax, excise duty, custom duty) from the Tender Inviting Authority/Ordering Authority/Consignee, as and if permitted under the contract, the supplier shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the supplier) shall refund to the Tender Inviting Authority/Ordering Authority forthwith.
- 21.8 In case where the supplier is not in a position to submit its bill for the balance payment for want of receipted copies of Inspection Note from the consignee and the consignee has not complained about the non-receipt, shortage, or defects in the supplies made, balance amount will be paid by the paying authority without consignee's receipt certificate after three months from the date of the preceding part payment for the goods in question, subject to the following conditions:
- (a) The supplier will make good any defect or deficiency that the consignee (s) may report any time subsequently from the date of despatch of goods.
 - (b) Delay in supplies, if any, has been regularized.
 - (c) The contract price where it is subject to variation has been finalized.
 - (d) The supplier furnishes the following undertakings:

"I/We, _____ certify that I/We have not received back the Inspection Note duly received by the consignee or any communication from the Tender Inviting Authority or the consignee about non-receipt, shortage or defects in the goods supplied. I/We _____ agree to make good any defect or deficiency that the consignee may report any time subsequently till the expiry of warranty/CMC period (as the case may be) from the date of receipt of this balance payment.

22. Delay in the supplier's performance

- 22.1 The supplier shall deliver the goods and perform the services under the contract within the time schedule specified by the Tender Inviting Authority/Ordering Authority in the List of Requirements and as incorporated in the contract.
- 22.2 Subject to the provision under GCC clause 26, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions:
- (i) imposition of liquidated damages,
 - (ii) forfeiture of its performance security and
 - (iii) termination of the contract for default.
- 22.3 If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform the Tender Inviting Authority/Ordering Authority in writing about the same and its likely duration and make a request to the Tender Inviting Authority/Ordering Authority for extension of the delivery schedule accordingly. On receiving the supplier's communication, the Tender Inviting Authority/Ordering

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 supplier's contractual obligations by issuing an amendment to the contract.

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

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

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

(c) But nevertheless, the Tender Inviting Authority/Ordering Authority shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty, excise duty, sales tax/ VAT, Service Tax and Works Contract Tax or any other duty or tax or levy or on account of any other grounds, which takes place after the expiry of the date of delivery stipulated in the contract.

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

23. Liquidated damages

23.1 Subject to GCC clause 26, if the supplier fails to deliver any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, the 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% per week of delay or part thereof on delayed supply of goods and/or services until actual delivery or performance subject to a maximum of 10% of the contract price. Once the maximum is reached, the order stands cancelled and LD shall be imposed on the value of the unexecuted order. Security Deposit of such suppliers can also be forfeited besides taking other penal action like debarment from participating in present and future tenders of the tender inviting authority etc.

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

24. Termination for default

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

24.2 In the event of the Tender Inviting Authority/Ordering Authority terminates the contract in whole or in part, pursuant to GCC sub-clause 24.1 above, the Tender Inviting Authority/Ordering Authority may carry out risk purchase goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the supplier shall be liable to the Tender Inviting

Authority/Ordering Authority for the extra expenditure, if any, incurred by the Tender Inviting Authority/Ordering Authority for arranging such procurement.

- 24.3 Unless otherwise instructed by the Tender Inviting Authority/Ordering Authority, the supplier shall continue to perform the contract to the extent not terminated.

25. Termination for insolvency

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

26. Force Majeure

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

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

- 26.3 If a Force Majeure situation arises, the supplier shall promptly notify the Tender Inviting Authority/Ordering 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/Ordering Authority in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

- 26.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.

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

27. Termination for convenience

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

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

- a) To get any portion of the balance completed and delivered at the contract terms, conditions and prices; and / or
- b) To cancel the remaining portion of the goods and services and compensate the supplier by paying an agreed amount for the cost incurred by the supplier towards the remaining portion of the goods and services.

28. Governing language

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

29. Notices

- 29.1 Notice, if any, relating to the contract given by one party to the other, shall be sent in writing or by cable or telex or facsimile and confirmed in writing. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.
- 29.2 The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

30. Resolution of disputes

- 30.1 If dispute or difference of any kind shall arise between the Tender Inviting Authority/Ordering Authority and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- 30.2 If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, unless otherwise provided in the SCC, either the Tender Inviting Authority/Ordering Authority or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India.
- 30.3 All disputes arising out of tendering process shall be within the jurisdiction of High Court of Madhya Pradesh, principal seat at Jabalpur, India.
- 30.4 Arbitration proceedings shall be convened by a panel of three arbitrators, one arbitrator each shall be nominated by both the parties and the third arbitrator shall be appointed with the mutual consultation and consent of both the arbitrators.
- 30.5 The award passed by the arbitrators shall be final and binding.
- 30.6 Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., Bhopal, Madhya Pradesh, India.

31. Applicable Law

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

32. General/ Miscellaneous Clauses

- 32.1 Nothing contained in this Contract shall be constructed as establishing or creating between the parties, i.e. the Supplier/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. Any failure on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- 32.2 The Supplier shall notify the Tender Inviting Authority/Ordering Authority /the Government of Madhya Pradesh of any material change would impact on performance of its obligations under this Contract.
- 32.3 Each member/constituent of the Supplier/CMC Provider, in case of consortium shall be **jointly and severally liable** to and responsible for all obligations towards the Tender Inviting Authority/Ordering Authority/Government for performance of contract/services including that of its Associates/Sub Contractors under the Contract.
- 32.4 The Supplier/its Indian Agent/CMC Provider shall at all times, indemnify and keep indemnified the Tender Inviting Authority/Government of India against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under CMC or the Contract.

- 32.5 The Supplier/its Agent/CMC Provider shall, at all times, indemnify and keep indemnified the Tender Inviting Authority/Ordering Authority/Government of Madhya Pradesh against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the supplier/its associate/affiliate etc.
- 32.6 All claims regarding indemnity shall survive the termination or expiry of the contract.

SECTION – V

SPECIAL CONDITIONS OF CONTRACT (SCC)

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

These Special Conditions will modify/substitute/supplement the corresponding (GCC) clauses. Whenever there is any conflict between the provision in the GCC and that in the SCC, the provision contained in the SCC shall prevail.

SECTION - VI
SCHEDULE OF REQUIREMENTS

Part I

The Requirement is briefly described as under:

Item no	Mannequin Name	Estimated Qty.
1	Essential Newborn Care & Resuscitation Mannequin	62
8	Female Catheterization Mannequin	24
10	Hand Held Uterus Mannequin	24
	Intubation Head (New Born Baby)	55

Part II: Required Delivery Schedule:

a) For Indigenous goods or for imported goods:

Delivery Period: 60 days from date of despatch of Notification of Award through Registered Post/ Speed Post/ e-order. The date of delivery will be the date of delivery at consignee site (Bidders may quote earliest delivery period).

Place of Delivery / Consignee List: The delivery is to be made at consignee site (details given in Section XIX).

Part III: Scope of Incidental Services:

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

Part IV:

Turnkey (if any) as per details in Technical Specification.

Part V:

Required Terms of Delivery

Supplier to ensure that goods should reach consignee address within 60 days from the date of placement of order. If goods reach after 60 days then 20 % will be deducted from the bills.

Section – VII

Technical Specifications

Note 1: Bidder's attention is drawn to GIT clause 18 and GIT sub-clause 11.1(c). The bidder is to provide the required details, information, confirmations, etc. accordingly failing which it's tender is liable to be ignored.

Note 2: General: Bidders are requested to make sure that they should attach the list of equipment for carrying out routine and preventive maintenance wherever asked for and should make sure that Electrical Safety Analyzer / Tester for Medical equipment to periodically check the electrical safety aspects as per BIS Safety Standards IS-13540 which is also equivalent to IEC electrical safety standard IEC-60601 is a part of the equipment. If the Electrical Safety Analyzer/Tester is not available they should provide a commitment to get the equipment checked for electrical safety compliance with Electronic Regional Test Labs / Electronics Test and Development Centres across the country on every preventive maintenance call.

Note 3: All equipment operating through software should have software compliant to CFR 21 part 211 with Audit trail having operational log, maintenance log, break-down log and re-qualification log.

General specifications desired for all Mannequins:

- 1) The color of the mannequin should be Caucasian simulating Indian babies / adult in medium skin tones.
- 2) The material of the mannequin should be of polyvinyl and silicone rubber, free from any carcinogenic agents.
- 3) The texture of the mannequin should be soft and smooth and close to the feel of baby / adult skin as relevant. The texture must be friction free to demonstrate the desired procedure.
- 4) The Internal parts of mannequin must be realistically sculpted, anatomically accurate and feel must be smooth / resilient / bony as relevant and suitable for simulation.
- 5) The mannequins must be portable and any fittings used in mannequins must be of aluminum or polycarbonate or equivalent.
- 6) The material of the mannequin should withstand extremes of temperature (up to 45 degree Celsius)
- 7) All mannequins should include a soft / Hard Carrying Case and study questions, Dos and Don'ts, instructions manual, maintenance guide, , background information, videotape for demonstrating the use of mannequin, user manual with trouble shooting guidance, technical manual with maintenance and first line technical intervention instructions and any other relevant teaching / training materials in English
- 8) The mannequins should have additional accessories as listed and also talcum powder or silicone gel to avoid friction, list of accessories and spare parts with cost and contact details of its supplier preferably within State / M.P.

Detailed Technical Specifications:

Schedule No. 1 Essential Newborn Care & Resuscitation Mannequin

<ul style="list-style-type: none">• The newborn mannequin should be realistic in size and appear anatomically natural weight, feel and touch.
<ul style="list-style-type: none">• New born mannequin should have features for training essential newborn care (ENBC) and newborn resuscitation.
<ul style="list-style-type: none">• New born mannequin should facilitate effective bag and mask ventilation, chest rise only with correct technique.
<ul style="list-style-type: none">• The newborn mannequins should include the following:
<ul style="list-style-type: none">• Squeeze bulbs for simulation of cord pulsation, spontaneous breathing, auscultation of heart sound and cry.
<ul style="list-style-type: none">• 4 external umbilical cords and 6 umbilical ties
<ul style="list-style-type: none">• 4 baby sheets or towels
<ul style="list-style-type: none">• 2 headcap
<ul style="list-style-type: none">• 2 Neonatal mucous sucker (easy to open, clean, autoclavable and reusable)
<ul style="list-style-type: none">• 2 training Stethoscope

Schedule No. 2 Female Catheterization Mannequin

<ul style="list-style-type: none">• Female catheterization mannequin should have adult female lower torso with realistic vulva area and urethral opening
<ul style="list-style-type: none">• Female catheterization mannequin must have internal bladder reservoir for
<ul style="list-style-type: none">• Female catheterization mannequin should have external reservoir bladder mounted on smoked Lucite
<ul style="list-style-type: none">• Female catheterization mannequin should have modular urethral valve to prevent fluid leakage
<ul style="list-style-type: none">• Female catheterization mannequin should have inflatable internal bag to lift the bladder anteriorly
<ul style="list-style-type: none">• Female catheterization mannequin should have detachable upper skin to show bladder, inflatable bag
<ul style="list-style-type: none">• Female catheterization mannequin should show connection to bladder, vagina with locking ring and
<ul style="list-style-type: none">• Female catheterization mannequin should have removable urinary assembly
<ul style="list-style-type: none">• Additional Accessories:
<ul style="list-style-type: none"><ul style="list-style-type: none">i. 6 spare bladder tanks
<ul style="list-style-type: none"><ul style="list-style-type: none">ii. 6 two Urethra inserts

Schedule No. 3 -Hand Held Uterus Mannequin

<ul style="list-style-type: none">• Hand held model should show coronal section of uterus, ovaries and fimbriae
<ul style="list-style-type: none">• Hand held model should have a clear plastic window permitting easy view of IUD
<ul style="list-style-type: none">• Hand held model should permit easy demo of inserting and removing of IUD
<ul style="list-style-type: none">• Hand held model should be made of PVC.

Schedule No. 4-Intubation Head of Newborn Baby .

To teach Neonatal management skills.

Features:-

- Realistic life-size intubation trainer with a flexible tongue, arytenoids cartilage epiglottis,
- Vallecula, vocal cords, trachea, esophagus, and, simulated lungs
- Head can be tilted forward, backward, or rotated 90 degrees to either side.
- Anatomically accurate airway allows sizing and insertion of various airway adjuncts.

The following skills can be practiced :

- Oral Intubation
- Digital intubation
- Oropharyngeal airway
- Nasopharyngeal airway
- Basic airway management
- Suctioning techniques
- Bag-value mask ventilation
- Realistic rise and fall of the chest
- Closed chest compressions

Consumables :-

- Airway lubricant, shorts, carry, case

SECTION-VII

TECHNICAL SPECIFICATIONS GENERAL TECHNICAL SPECIFICATIONS

GENERAL POINTS:

1. Warranty:

- a) Three years Comprehensive Warranty as per Conditions of Contract of the TE document for complete equipment (including X ray tubes, Helium for MRI, Batteries for UPS, other vacuumatic parts wherever applicable) and Turnkey Work from the date of satisfactory installation, commissioning, trial run & handing over of equipment to Hospital/Institution/Medical College.
- b) 96% up time Warranty of complete equipment with extension of Warranty period by double the downtime period on 24 (hrs) X 7 (days) X 365 (days) basis.
- c) All software updates should be provided free of cost during Warranty period.

2. After Sales Service:

After sales service centre should be available anywhere in Madhya Pradesh on 24 (hrs) X 7 (days) X 365 (days) basis. Complaints should be attended properly, maximum within 24 hrs. Undertaking by the Principals that they would enter into CMC and shall abide by GCC Clause 15 and the spares for the equipment shall be available for at least 10 years from the date of supply.

3. Training:

On Site training to Doctors/ Technicians/ staff is to be provided by the bidder for operation and maintenance of the equipment to the satisfaction of the consignee.

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

- a) The cost of Comprehensive Maintenance Contract (CMC), which includes preventive maintenance including testing & calibration as per technical/ service /operational manual of the manufacturer, labour and spares, after satisfactory completion of Warranty period, for next three years, with fix amount as specified in Annexure 'A' as per GCC Clause 15 on yearly basis for complete equipment (including X ray tubes, Helium for MRI, Batteries for UPS, other vacuumatic parts wherever applicable) and Turnkey (if any). The supplier shall visit each consignee site as recommended in the manufacturer's technical/ service /operational manual, but at least once in four months during the CMC period
- b) The cost of CMC as fixed in GCC Clause 15 should be agreed by the bidder and should be quoted along with taxes applicable on the date of Tender Opening. The taxes to be paid extra, to be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later.
- c) Cost of AMC/CMC will not be added for Ranking/Evaluation purpose as it is fixed.
- d) The payment of CMC will be made on six monthly basis after satisfactory completion of said period, duly certified by end user on receipt of bank guarantee for 10 % of the value of CMC contract as per Section XV valid till 2 months after expiry of entire CMC period.
- e) There will be 96% uptime warranty during CMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty as mentioned in GCC Clause 15.
- f) During CMC period, the supplier is required to visit at each consignee's site at least once in 4 months commencing from the date of the successful completion of warranty period for preventive maintenance of the goods.
- g) All software updates should be provided free of cost during CMC.

- h) Failure of the above [4. e) to 4. g)] by the supplier, may lead to the forfeiture of the Bank Guarantee for Annual CMC and blacklisting of supplier.
- i) The payment of CMC will be made as stipulated in GCC Clause 21.

Turnkey:

Turnkey is indicated in the technical specification of the respective items, wherever required. The Bidder shall examine the existing site where the equipment is to be installed, in consultation with HOD of Hospital/Institution/Medical College concerned. Turnkey details of each Hospital/Institution/Medical College are given at the end of Technical Specification. The Bidder to quote prices indicating break-up of prices of the Machine and Turnkey Job of each Hospital/Institution/Medical College. The Turnkey costs may be quoted in Indian Rupee will be added for Ranking Purpose.

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

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

Section – VIII

Bidder Information Form

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

Reference No.:

Date of opening :

Time :

Name and address of the Bidder:

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

- 1 Name of the manufacturer
 - a. Name of authorised signatory
 - b. full postal address
 - c. full address of the manufacturing premises
 - d. telegraphic address
 - e. telephone number
 - f. E-mail & fax number

- 2 **Expertise of Organization:**
 - Organization structure (e.g. service provider, wholesaler, trader, manufacturer)
 - Years of company experience
 - Areas of expertise of organization
 - Current Licenses if any, and Permits (with dates, numbers and expiration dates)
 - Health Authority Registration Information
 - Production Capacity

- 03 Plant and machinery details
- 03 Manufacturing process details
- 04 Monthly (single shift) production capacity of goods quoted for
 - a. normal
 - b. maximum

- 05 Total annual turn-over (value in Rupees)

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

- 8 Test certificate held
 - a International Quality Management System (QMS) b type test
 - c BIS/ISO certification
 - d Compliance to US FDA 21 CFR
 - e Compliance to IEC60601
- 8 Details of staff a.
 - technical
 - b skilled
 - c unskilled

9- Financial data of the organization

- Audited financial statement for the last three years
- Bank name and address

10. Client Reference List:

- Please provide references such as customer details, tel. nos. etc. (supplied in last three years).

Name of client/customer:	Name/model of equipment supplied	Qty. installed	Contact person name, telephone and e-mail Id.
1.			
2.			
3.			

11. Contact details of persons that MOPH & FW MP Government may contact for requests for clarification during bid evaluation:

- Name/Surname:
- Tel Number (direct):Landline and Mobile no.
- Email address (direct):

PS: This person must be available during the next two weeks following receipt of bid

Signature and seal of the Bidder

Section – IX

Qualification Criteria

- 1) This Bidder must be a manufacturer located in India or Indian subsidiary of foreign manufacturer or dealer / distributor / agent / channel partner of Manufacturer.
- 2) The manufacturer should at least have minimum 3 years of manufacturing and supply experience of similar type of equipment as specified at “Section-VI, Schedule of Requirements” as on the due date of submission of tender, anywhere in the World.
- 3) The bidder should have executed purchase order(s) for supply of equipment similar to the type specified in the Schedule of Requirements of the value given hereunder during last 3 years and such equipment should be functioning satisfactorily as on the due date of submission of bids:
 - (a) Three Purchase Orders of cumulative value not less than Rs.10 Lakh.
OR
 - (b) Two Purchase Orders of cumulative value not less than Rs.7 Lakh
OR
 - (c) One Purchase Order of value not less than Rs.5 Lakh

Note:

1. In support of 2 and 3, the Bidder shall furnish Performance statement in the enclosed Proforma ‘A’ alongwith the self attested copy of purchase orders.

The manufacturer as well as the Bidder shall furnish Satisfactory Performance Certificate in respect of above, duly translated in English and duly notarized in India,
2. The Bidder shall furnish a brief write-up, packed with adequate data explaining and establishing his available capacity/capability (both technical and financial) to perform the Contract (if awarded) within the stipulated time period, after meeting all its current/present commitments. The Bidder shall also furnish details of Equipment and Quality Control in the enclosed Section VIII.
3. Notwithstanding anything stated above, the Tender Inviting Authority reserves the right to assess the Bidder’s capability and capacity to perform the contract satisfactorily before deciding on award of Contract, should circumstances warrant such an assessment in the overall interest of the Tender Inviting Authority.
4. The Tender Inviting Authority reserves the right to ask for a free demonstration of the quoted equipment at a pre determined place acceptable to the Tender Inviting Authority for technical acceptability as per the tender specifications, before the opening of the Price Tender.

**PROFORMA ‘A’
PROFORMA FOR PERFORMANCE STATEMENT**

(For the period of last three years)
(Please submit separately for the quoted model and similar type model)

Tender Reference No. : _____

Date of opening : _____

Time : _____

Name and address of the Bidder : _____

Name and address of the manufacturer : _____

Order placed by (full address, tel.& e-mail of Tender Inviting Authority/Ordering Authority)	Order number and date	Description and quantity of ordered goods and services	Value of order (Rs.)	Date of completion of Contract		Remarks indicating reasons for delay if any	Have the goods been functioning Satisfactorily (attach documentary proof)**
				As per contract	Actual		
1	2	3	4	5	6	7	8

Signature and seal of the Bidder

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

- a. For supplies made to public sector units in India, an affidavit that the performance statement given is correct
- b. However in case of supplies to private sector units, an affidavit confirming that the performance statement is correct along with
 - i. Copy of Purchase orders
 - ii. Copy of Invoices
 - iii. Proof of payment received from Purchasers
 - iv. Documentary evidence (Client certificate) in support of satisfactory completion of orders.

Section – X
TENDER FORM

Date _____

To

Director Medical Services, In charge Procurement, Directorate of Health Services, Government of Madhya Pradesh, 4Th Floor Satpura Bhawan Bhopal-462004

Ref. Your TE document No. _____ dated _____

We, the undersigned have examined the above mentioned TE document, including amendment/corrigendum No. _____, dated _____ (if any), the receipt of which is hereby confirmed. We now offer to supply and deliver _____ (Description of goods and services) in conformity with your above referred document for the sum of Rs. as mentioned in our price bid which has been submitted online and made part of this tender.

If our tender is accepted, we undertake to supply the goods and perform the services as mentioned above, in accordance with the delivery schedule specified in the List of Requirements and also accepts all conditions of the tender document including GCC Clause 15 and CMC rates mentioned in Annexure 'A'.

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

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

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

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

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

(Signature with date)

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

SECTION – XI (A) ITEMS BEING QUOTED

The following items are being quoted:

1	2	3	4	5
Serial No.	Schedule No. ¹	Brief Description of Goods ²	Country of Origin	Quantity (Nos.)
1				
2				
3				

Place: _____

Date: _____

Name _____

Business Address _____

Signature of Bidder _____

Seal of the Bidder _____

¹ As indicated in List of Requirements mentioned at Section-VI

² Please specify item name, its make, model and indicate where to see it in your submitted catalogue in case of multiple items in a single brochure

SECTION – XI (B) PRICE SCHEDULE

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

1	2	3	4						5
Schedule	Name of Item	Quantity (Nos.)	Price per unit (Rs.)						Total Price (at Consignee Site) basis (Rs.)
			Ex - factory/ Ex -warehouse /Ex-showroom /Off - the shelf (a)	Excise Duty (if any) [%age & value] (b)	Sales Tax/ VAT(if any) [%age & value] (c)	Packing and Forwarding charges (d)	Inland Transportation, Insurance for a period including 3 months beyond date of delivery, loading/ unloading and Incidental costs till consignee's site (e)	Incidental Services (including Installation & Commissioning, Supervision, Demonstration and Training) at the Consignee's site (f)	
									3 x 4(g)

Total Tender price in Rupees: _____

In words: _____

Note: -

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

Name _____

Business Address _____

Place: _____

Signature of Bidder _____

Date: _____

Seal of the Bidder _____

**SECTION – XII
QUESTIONNAIRE**

Fill up the Section XVIII – Check List for Bidders and enclose with the Tender

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

SECTION – XIII
BANK GUARANTEE FORM FOR EMD

Whereas _____ (hereinafter called the “Bidder”) has submitted its quotation dated _____ for the supply of _____ (hereinafter called the “tender”) against the Tender Inviting Authority’s tender enquiry No. _____ Know all persons by these presents that we _____ of _____ (Hereinafter called the “Bank”) having our registered office at _____ are bound unto _____ (hereinafter called the “Tender Inviting Authority) in the sum of _____ for which payment will and truly to be made to the said Tender Inviting Authority, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20____. The conditions of this obligation are:

- (1) If the Bidder withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the Bidder having been notified of the acceptance of his tender by the Tender Inviting Authority during the period of its validity:-
 - a) fails or refuses to furnish the performance security for the due performance of the contract.
 - or
 - b) fails or refuses to accept/execute the contract.
 - or
 - c) if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged

We undertake to pay the Tender Inviting Authority up to the above amount upon receipt of its first written demand, without the Tender Inviting Authority having to substantiate its demand, provided that in its demand the Tender Inviting Authority will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition(s). This guarantee will remain in force for a period of 180 after the due date of opening of techno-commercial tender and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the authorised officer of the Bank)

Name and designation of the officer

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

SECTION – XIV

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY/ CMC SECURITY

To
Managing Director, MPPHSCL, Bhopal-462011/ Hospital / Institution in case of CMC

WHEREAS _____ (Name and address of the supplier) (Hereinafter called “the supplier”) has undertaken, in pursuance of contract no _____ dated _____ to supply (description of goods and services) (herein after called “the contract”).
AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognised by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;
AND WHEREAS we have agreed to give the supplier such a bank guarantee;
NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of. _____ (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.
We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.
We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.
This guarantee shall be valid up to 36 (thirty six) months from the date of Notification of Award i.e. up to ----- (indicate date)

.....
(Signature with date of the authorised officer of the Bank)
.....
Name and designation of the officer
.....
.....
Seal, name & address of the Bank and address of the Branch

**SECTION – XV
CONTRACT FORM - A**

CONTRACT FORM FOR SUPPLY, INSTALLATION, COMMISSIONING, HANDING OVER, TRIAL RUN, TRAINING OF OPERATORS & WARRANTY OF GOODS

(Address of the Tender Inviting Authority's/Consignee's office issuing the contract)

Contract No _____ dated _____

This is in continuation to this office's Notification of Award No _____ dated _____

1. Name & address of the Supplier: _____
2. Tender Inviting Authority's TE document No _____ dated _____ and subsequent Amendment No _____, dated _____ (if any), issued by the Tender Inviting Authority
3. Supplier's Tender No _____ dated _____ and subsequent communication(s) No _____ dated _____ (if any), exchanged between the supplier and the Tender Inviting Authority in connection with this tender.
4. In addition to this Contract Form, the following documents etc. which are included in the documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as integral part of this contract:

- (i) General Conditions of Contract;
- (ii) Special Conditions of Contract;
- (iii) List of Requirements;
- (iv) Technical Specifications;
- (v) Bidder Information Form;
- (vi) Tender Form furnished by the supplier;
- (vii) Price Schedule(s) furnished by the supplier in its tender;
- (viii) Manufacturers' Authorisation Form (if applicable for this tender);
- (ix) Tender Inviting Authority's Notification of Award

Note: The words and expressions used in this contract shall have the same meanings as are respectively assigned to them in the conditions of contract referred to above. Further, the definitions and abbreviations incorporated under clause 1 of Section II – 'General Instructions to Bidders' of the Tender Inviting Authority's TE document shall also apply to this contract.

5. Some terms, conditions, stipulations etc. out of the above-referred documents are reproduced below for ready reference:

- (i) Brief particulars of the goods and services which shall be supplied/ provided by the supplier are as under:

Schedule No.	Brief description of goods/services	Accounting unit	Quantity to be supplied	Unit Price	Total price	Terms of delivery

Any other additional services (if applicable) and cost thereof: _____

Total value (in figure) _____ (In words) _____

2. Delivery schedule

(iii) Details of Performance Security

(iv) Quality Control

(a) Mode(s), stage(s) and place(s) of conducting inspections and tests.

(b) Designation and address of Tender Inviting Authority's inspecting officer

(v) Destination and despatch instructions

(vi) Consignee, including port consignee, if any

3. Warranty clause

4. Payment terms

5. Paying authority

**(Signature, name and address
of the Tender Inviting Authority's authorised official)
For and on behalf of _____**

Received and accepted this contract

(Signature, name and address of the supplier's executive
duly authorised to sign on behalf of the supplier)

For and on behalf of _____

(Name and address of the supplier)

(Seal of the supplier)

Date: _____

Place: _____

SECTION – XV (NOT APPLICABLE)

CONTRACT FORM – B

CONTRACT FORM FOR ANNUAL COMPREHENSIVE MAINTENANCE CONTRACT

Annual CM Contract No. _____ **dated** _____
 Between _____

(Address of Head of Hospital/Institute/Medical College)
 And _____

(Name & Address of the Supplier)

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

In continuation to the above referred contract

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

1	2	3	4			5
Schedule No.	BRIEF DESCRIPTION OF GOODS	QUANTITY. (Nos.)	Annual Comprehensive Maintenance Contract Cost for Each Unit year wise*.			Total Annual Comprehensive Maintenance Contract Cost for 3 Years [3 x (4a+4b+4c)]
			1 st	2 nd	3 rd	
			a	b	C	

Total value (in figure) _____ (In words) _____

- b) The CMC commence from the date of expiry of all obligations under Warranty i.e. from _____ (date of expiry of Warranty) and will expire on _____ (date of expiry of CMC)
- c) The cost of Annual Comprehensive Maintenance Contract (CMC) which includes preventive maintenance, labour and spares, after satisfactory completion of Warranty period may be quoted for next 3 years as contained in the above referred contract on yearly basis for complete equipment (including X ray tubes, Helium for MRI, Batteries for UPS, other vacuumatic parts, _____ & _____) and Turnkey (if any).
- d) There will be 96% uptime warranty during CMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with financial penalty and to extend CMC period by double the downtime period.
- e) During CMC period, the supplier shall visit at each consignee's site for preventive maintenance including testing and calibration as per the manufacturer's service/ technical/ operational manual. The supplier shall visit each consignee site as recommended in the manufacturer's manual, but at least once in 4 months commencing from the date of the successful completion of warranty period for preventive maintenance of the goods.
- f) All software updates should be provided free of cost during CMC.
- g) The bank guarantee valid till _____ [(fill the date) 2 months after expiry of entire CMC period] for an amount of Rs. _____ [(fill amount) equivalent to 10 % of the CMC contract cost] shall be furnished in the prescribed format given in Section XV of the TE document, along with the signed copy of Annual CMC within a period of 21 (twenty one)

days of issue of Annual CMC failing which the proceeds of Performance Security shall be payable to the Tender Inviting Authority/Ordering Authority.

- h) If there is any lapse in the performance of the CMC as per contract, the proceeds Annual CMC bank guarantee for an amount of Rs. _____ (equivalent to 10 % of the CMC contract value as per contract) shall be payable to the Consignee.
- i) **Payment terms:** The payment of Annual CMC will be made against the bills raised to the consignee by the supplier on six monthly basis after satisfactory completion of said period, duly certified by the HOD concerned. The payment will be made in Indian Rupees.
- j) **Paying authority:** _____ (name of the TIA 's authorised official)

(Signature, name and address
of Tender Inviting Authority's authorised official)
For and on behalf of _____

Received and accepted this contract

(Signature, name and address of the supplier's executive
duly authorised to sign on behalf of the supplier)

For and on behalf of _____

(Name and address of the supplier)

(Seal of the supplier)

Date: _____

Place: _____

SECTION – XVI
CONSIGNEE RECEIPT CERTIFICATE

(To be given by consignee's authorized representative or by duly authorised person of Ordering Authority/TIA)

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

- 1) Contract No. & date : _____
- 2) Supplier's Name : _____
- 3) Consignee's Name & Address with telephone No. & Fax No. : _____
- 4) Name of the item supplied : _____
- 5) Quantity Supplied : _____
- 6) Date of Receipt by the Consignee : _____
- 7) Name and designation of Authorized Representative of Consignee : _____
- 8) Signature of Authorized Representative of Consignee with date : _____
- 9) Seal of the Consignee : _____

SECTION – XVII
Proforma of Final Acceptance Certificate by the Consignee

No _____

Date _____

To

M/s _____

Subject: Certificate of commissioning of equipment/plant.

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

(a) Contract No _____ dated _____

(b) Description of the equipment(s)/plants: _____

(c) Equipment(s)/ plant(s) nos.: _____

(d) Quantity: _____

(e) Bill of Loading/Air Way Bill/Railway Receipt/ Goods Consignment Note
no _____ dated _____

(f) Name of the vessel/Transporters: _____

(g) Name of the Consignee: _____

(h) Date of commissioning and proving test: _____

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

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

- a. The proving test has been done to our entire satisfaction and operators have been trained to operate the equipment(s)/plant(s).
- b. The supplier has successfully demonstrated the working of the equipment.
- c. The supplier has provided training to the operating staff
- d. The supplier has also provided Standard operating Procedure for operational guidelines, precautions, limitations including preliminary maintenance instructions

e. The supplier has fulfilled its contractual obligations satisfactorily ##

OR

2. The supplier has failed to fulfil its contractual obligations with regard to the following:
- a. He has not adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to 'Technical Specifications'.
 - b. He has not supervised the commissioning of the equipment(s)/plant(s) in time, i.e. within the period specified in the contract from date of intimation by the Tender Inviting Authority/Ordering Authority in respect of the installation of the equipment(s)/plant(s).
 - c. The supplier, as specified in the contract, has not done training of personnel.

Signature

Name

Designation with stamp

Explanatory notes for filling up the certificate:

- a. He has adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to 'Technical Specification'.**
- b. He has supervised the commissioning of the equipment(s)/plant(s) in time, i.e. within the time specified in the contract from date of intimation by the Tender Inviting Authority/Ordering Authority in respect of the installation of the equipment(s)/plant(s).**
- c. Training of personnel has been done by the supplier as specified in the contract**
- d. In the event of documents/drawings having not been supplied or installation and commissioning of the equipment(s)/plant(s) having been delayed on account of the supplier, the extent of delay should always be mentioned in clear terms.**

SECTION – XVIII
CHECKLIST

Name of Bidder:
Name of Manufacturer:

Sl No.	Activity	Yes/ No/ NA	Page No. in the TE document	Remarks
1. a.	Have you enclosed EMD of required amount for the quoted schedules?			
2. a.	Have you enclosed duly filled Tender Form as per format in Section X?			
b.	Have you enclosed Power of Attorney in favour of the signatory?			
3. a.	Have you enclosed clause-by-clause technical compliance statement for the quoted goods vis-à-vis the Technical specifications?			
b.	In case of Technical deviations in the compliance statement, have you identified and marked the deviations?			
c.	Have you uploaded quoted equipment catalogue/brochure(s) showing detailed technical specifications?			
4. a.	Have you submitted satisfactory performance certificate as per the Proforma for performance statement in Sec. IX of TE document in respect of all orders?			
b.	Have you submitted copy of the order(s) and end user certificate?			
5.	Have you submitted list of items quoted, their models and quantity in Section-XI (A) in technical bid?			
6.	If you are an Authorised Agent, have you submitted Manufacturer's Authorisation Form as per proforma at Section XIX			

Sl No.	Activity	Yes/ No/ NA	Page No. in the TE document	Remarks
7.	Have you submitted prices of goods, turnkey (if any) in the Price Schedule as per Section XI (B)?			
8.	Have you kept bid validity of 180 days from the Techno Commercial Tender Opening date as per the TE document?			
9.	Have you furnished Income Tax Account No. as allotted by the Income Tax Department of Government of India?			
10.	Have you intimated the name and full address of your Banker (s) along with your Account Number			
11.	Have you fully accepted payment terms as per TE document?			
12.	Have you fully accepted delivery period as per TE document?			
13.	Have you accepted conditions stipulated in GCC Clause 15?			
14.	Have you submitted the certificate of incorporation?			
15.	Have you accepted the warranty as per TE document?			
16.	Have you accepted terms and conditions of TE document?			
17.	Have you furnished documents establishing your eligibility & qualification criteria as per TE documents?			
18.	Have you furnished Annual Report (Balance Sheet and Profit & Loss Account) for last three years prior to the date of Tender opening?			
19.	Have you submitted Bidder Information Form details along with turnover and production capacity of manufacturer?			

Sl No.	Activity	Yes/ No/ NA	Page No. in the TE document	Remarks
20	Have you provided standard specifications of all consumables in sufficient details to run the machine as per clause GCC 12.1 (a)?			

N.B.

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

(Signature with date)

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

(Name, address and stamp of the tendering firm)

Annexure 'A'				
		% cost of CMC after warranty period		
Name of Department	Name of Equipment	Cost of CMC in 1st year	Cost of CMC in 2nd year	Cost of CMC in 3rd year

Note: TIA shall enter into CMC with the supplier only for above mentioned equipment at rates prescribed in aforesaid table.

Section – XIX
MANUFACTURER’S AUTHORISATION FORM
(Not applicable for ‘Foetal Skull with Bony Pelvis, Autoclave and Dictaphone’)

To

DIRECTOR MEDICAL SERVICES (INCHARGE PROCUREMENT), DIRECTORATE OF HEALTH SERVICES, GOMP, 4th Floor, SatpudaBhavan, Bhopal

Dear Sirs,

Ref. Your TE document No _____, dated _____

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

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

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

Yours faithfully,

[Signature with date, name and designation]

for and on behalf of Messrs _____

[Name & address of the manufacturers]

Note: 1. This letter of authorisation should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.

2. Original letter may be sent.