

**GOVT. OF INDIA
MINISTRY OF EXTERNAL AFFAIRS
JNB BHAWAN, NEW DELHI**

BID DOCUMENT

**INVITATION FOR BIDS FOR SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF
MEDICAL EQUIPMENT FOR 200 BEDDED
NEPAL- BHARAT MAITRI EMERGENCY AND TRAUMA CENTRE (NBMETC),
KATHMANDU, NEPAL**

INTERNATIONAL COMPETITIVE BIDDING- E Bidding Basis

BID REFERENCE: IFB No. HSCC/PUR/NEPAL/2015-16/1 Dated 10.11.15

HSCC (I) LTD.
Plot No. 6A, Block-E, Sector-1, NOIDA (U.P.) – 201 301.
Tel: 0120-2542436-40, 2540153, 2540216
Fax : 0120-2542447.

GOVT. OF INDIA
MINISTRY OF EXTERNAL AFFAIRS
JNB BHAWAN, NEW DELHI

**INVITATION FOR BIDS FOR SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF
MEDICAL EQUIPMENTS FOR 200 BEDDED
NEPAL- BHARAT MAITRI EMERGENCY AND TRAUMA CENTRE (NBMETC),
KATMANDU, NEPAL**
INTERNATIONAL COMPETITIVE BIDDING - E Bidding Basis

BID REFERENCE: IFB No. HSCC/PUR/NEPAL/2015-16/1 Dated 10.11.15	
Item Description	Supply, installation, testing & commissioning of various medical equipments for 200 bedded Nepal- Bharat Maitri Emergency and Trauma centre (NBMETC), Kathmandu, Nepal (The complete list of the equipments is available in detailed IFB on the web sites http://www.tenderwizard.com/HSCC http://www.hscltd.co.in http://www.mea.gov.in or http://www.eprocure.gov.in
Date of Commencement for download / sale of Bid document.	12.11.15
Date & Time for Pre – bid conference.	23.11.15 at 14.30 Hrs IST
Last date for download/ sale the Bid document.	Refer detailed Invitation of Bid
Last date & time for receipt of Bids along with Bid security & Bid Document Fee.	Refer detailed Invitation of Bid
Date & time for Techno –Commercial Bid opening.	Refer detailed Invitation of Bid
Price Bid opening Date & time	Shall be intimated later.
Venue of Pre –bid conference	HSCC (I) LTD. (A Govt. of India Enterprises) Plot No. 6-A, Block-E, Sector-1, NOIDA (U.P.) – 201 301.
Sale of Bid Document, Bid Document fee, Techno- Commercial Bid opening & Price Bid opening.	HSCC (I) LTD. (A Govt. of India Enterprises) Plot No. 6-A, Block-E, Sector-1, NOIDA (U.P.) – 201 301. Tel: 0120-2542436-40, 2540153, 2540216 Fax: 0120 – 2542447
Type of Bid	Single stage two part bid system Online / Online Public opening, ICB

FORWARDING LETTER

Date: 10.11.15

To,
(Prospective Bidder).....
.....
.....

Our Ref.: BID REFERENCE: IFB No. HSCC/PUR/NEPAL/2015-16/2 Dated 10.11.15

Your ref: _____

SUBJECT: INVITATION FOR BIDS FOR SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF MEDICAL EQUIPMENTS FOR 200 BEDDED NEPAL-BHARAT MAITRI EMERGENCY AND TRAUMA CENTRE (NBMETC), KATHMANDU, NEPAL

Sir

1. Enclosed please find bid document for various Items.
2. The date for the Bid receipt and opening will be as per IFB. However, in the event of the day of receipt and opening of tender being declared a holiday, the due date of receipt and opening of tenders will be the following working day at the same time.
3. The bidder is eligible to quote only for the **Item(s)** for which the payment of Bid Document Fee is made as per the Clause 9[B] of Instructions to Bidders.
4. Pre-bid meeting on Techno-Commercial conditions shall be held **on 23.11.15 at 1430 hrs.** at HSCC I Ltd. Noida. Bidders are requested to bring with them any clarifications required in writing and submit the same during the Pre-bid meeting/discussions. Response to the queries, amendments, if any shall be displayed on the HSCC's/ MEA websites <http://www.tenderwizard.com/HSCC> or <http://www.hsccltd.co.in> or <http://www.mea.gov.in> or <http://www.eprocure.gov.in> only.

Kindly acknowledge the receipt of the Bid Document.

Joint Secretary DPA-III

- Encl: 1. Annexure-A – Important Clauses in brief
2. Invitation For Bid (IFB).
3. Invitation For Bids (IFB) – Detailed
4. Section-I - Instructions To Bidders (ITB)
5. Section-II - General Conditions of Contract (GCC)
6. Section-III - Special Conditions of Contract (SCC)
7. Formats
8. Description & Specifications

CONTENTS OF THE BIDDING DOCUMENT

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	Invitation for Bid	7
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Section -I	Instruction to Bidders	11
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Important Clauses in Brief, For Quick Reference only, (BIDDER MUST REFER ALL TERMS & CONDITIONS ETC. ENCLOSED WITH THE BID DOCUMENT IN DETAILS)

Instruction to Bidders (ITB)

1. **Bid Security Amount** - As given in IFB Details.
2. **Price Bid** - Please refer Clause 6 of ITB. Quoted price must include cost of 3 years Comprehensive Warranty with spares and 3 years comprehensive AMC Charges with spares thereafter.
3. **Statutory Variation** - As per Clause 6.4 of ITB any variation in the Statutory Levies / Taxes/ Duties/ Cess or any new Levies/ Taxes/ Duties/ Cess on end product shall be payable at actual provided documentary evidence of the prevailing rate quoted at the date of submission of bid and changes at the time of actual supplies (within stipulated delivery period) is furnished.
4. **Optional Items** - As per Clause 6.6 of ITB. Bidder in their own interest should quote separately for any Optional Items of the Technical Specifications. In case the Optional items of the Tender Specifications are not quoted explicitly, then the rate quoted shall be considered for the tendered main item and accordingly price comparison shall be done. No benefit shall be considered for inclusion of Optional Items in the Tendered Item.
5. **Manufacturer's Authorization** - As per Clause 7.2 (a) of ITB. In case of an item comprises group of items, then Bidder may give Manufacturer's authorisation for main equipment from the Principals and other equipment from other manufacturer's of his choice (indigenous/ imported) for which Bidder shall submit Manufacturer's Authorization as per the Tender format.
6. **Bid Document Fee** - See Clause 9 [B] of ITB.
7. **Bid Validity** - **180** days as per Clause 10.1 of ITB
8. **Amount of Performance Security-** 10% as per Clause 24 of ITB.
9. **Preliminary Examination** - As per Clause 17.4 of ITB. **Contents of the bid form in the format stipulated in the invitation of the bid, signed by the bidder shall supersede deviation(s) if any mentioned in any other part of the bid.**

General Conditions of Contract (GCC)

- 10. **Delivery and installation** - 12 weeks as per Clause No.9 of GCC.
- 11. **Insurance** - 110% of Order Value as per Clause No.10 of GCC.
- 12. **Payment Terms** - 80% & 20%, as per Clause No. 12 of GCC.
- 13. **Liquidated Damages** - 0.5% per week upto 10% of the contract price as per Clause No.15 of GCC.
- 14. **Warranty** - As per Clause 26 of GCC

Special conditions of Contract (SCC)

- 15. **Minimum Qualification Criteria**
 - As per Clause 4 A iv of SCC. Bidders should have in the past 5 years, satisfactory executed for the **Item** offered, at least one single order of like nature of item(s) and quantity not less than 25% or two orders of 12.50% of quantity of **Item** offered by bidder rounded to the next whole number. The Bidders shall furnish “End User Certificate”/ Installation report indicating contract details i.e. name of person, phone/fax /mobile nos. etc.
- 16. **Other eligibility requirements**
 - As per Clause 4 B ii) of SCC. The Bidder should submit audited balance sheet and Profit & Loss Account along with audited report for the last 3 years to enable the purchaser to assess the financial capability of the bidder or positive net worth of the bidder.
 - Bidder should not stand deregistered/banned/blacklisted by any government authorities.
- 16. **Bid Form** - To be submitted as per Clause 6 of SCC in the given format.
- 17. **Components & Quantities** - All components/ quantities of the Item must be quoted as per Clause 9 of SCC.
- 18. **Turnkey activities** - The offer should be on turn-key basis including all costs incidental to the same as per Clause 12 & 15 of SCC.

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**GOVERNMENT OF INDIA
MINISTRY OF EXTERNAL AFFAIRS**

INVITATION FOR BIDS (IFB)

Dated 10.11.2015

IFB No. HSCC/PUR/NEPAL/2015-16/1

Joint Secretary (DPA-III), Ministry of External Affairs Government of India on behalf of President of India through HSCC invites ON-LINE sealed bids from eligible bidders, in Single stage two bid system, for Supply, Installation, Testing & Commissioning of various Medical Equipment for 200 Bedded, Nepal- Bharat Maitri Emergency and Trauma Centre at Kathmandu, Nepal as per the details mentioned in the bid document.

The bidders are required to be registered at HSCC e-tender portal www.tenderwizard.com/HSCC. Please log on to www.tenderwizard.com/HSCC only for downloading bid document and for participation through E-Tendering basis. For submission and other details, please refer HSCC e-tender portal www.tenderwizard.com/HSCC. For submission of the bids, the bidders are required to have Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities.

Complete set of Bid Documents has been made available from 12.11.15 to 14.12.15 at E-Tender portal www.tenderwizard.com/HSCC, www.hsccltd.com, www.mea.gov.in or www.eprocure.gov.in. Prospective bidders are advised to regularly scan through HSCC E-Tender portal www.tenderwizard.com/HSCC, www.hsccltd.com, www.mea.gov.in, www.eprocure.gov.in, as corrigendum/ amendments etc., if any, will be notified on this portal/websites only and no separate advertisement will be made for this.

Joint Secretary – (DPA-III)

**GOVERNMENT OF INDIA
MINISTRY OF EXTERNAL AFFAIRS
INVITATION FOR BIDS (IFB) - DETAILED**

BID REFERENCE: IFB No. HSCC/PUR/NEPAL/2015-16/1

Dated: 10.11.15

Joint Secretary- DPA III, Ministry of External Affairs, Government of India on behalf of President of India through HSCC (India) Ltd., invites ON-LINE bids from eligible bidders in Single stage two bid system for Supply, Installation, Testing & Commissioning of various below mentioned Medical Equipments for 200 Bedded Nepal- Bharat Maitri Emergency and Trauma Centre (NBMETC) Kathmandu, Nepal.

Item No.	Name of the Item	Qty	Bid Security in INR	Start date of Sale of Bid Document	Last date of Sale of Bid Document	Last date & time	
						Submission of bid	opening of bids
1.	Blood Gas Analyzer	1	20000	12.11.15	14.12.15	15.12.15 by 1400 hrs.	15.12.15 by 1445 hrs.
2.	Intramedullary Nailing Set	3 set	48000	12.11.15	14.12.15	15.12.15 by 1400 hrs.	15.12.15 by 1445 hrs.
3.	Fiber operative Bronchoscope-OT	1	50000	12.11.15	14.12.15	15.12.15 by 1400 hrs.	15.12.15 by 1445 hrs.
4.	Ultrasound Machine	2	160000	12.11.15	14.12.15	15.12.15 by 1400 hrs.	15.12.15 by 1445 hrs.
5.	ICU Ventilator	14	420000	12.11.15	14.12.15	15.12.15 by 1400 hrs.	15.12.15 by 1445 hrs.
6.	C Arm	2	200000	12.11.15	14.12.15	15.12.15 by 1400 hrs.	15.12.15 by 1445 hrs.
7.	Digital Mobile X ray Machine	1	270000	12.11.15	14.12.15	15.12.15 by 1400 hrs.	15.12.15 by 1445 hrs.

The bidders are required to be registered at HSCC e-tender portal www.tenderwizard.com/HSCC. Please log on to www.tenderwizard.com/HSCC only for downloading bid document and for participation through **E-tendering basis**. For submission and other details please refer HSCC e-tender portal www.tenderwizard.com/HSCC. For submission of the bids, the bidders are required to have Digital Signature Certificate (DSC) from the authorized Certifying Authorities.

Complete set of Bid Documents has been made available at E-Tender portal www.tenderwizard.com/HSCC, www.hsccltd.com, www.eprocure.gov.in & www.mea.gov.in for downloading from 12.11.15 to 14.12.15. Prospective bidders are advised to regularly scan through HSCC E-tender portal www.tenderwizard.com/HSCC, www.hsccltd.com, www.eprocure.gov.in & www.mea.gov.in, as corrigendum/modification/amendments, if any, will be notified on these sites only and no separate advertisement will be made for this.

Details of the schedule and venue of various bid related activity are as per following:

S. No.	Description	Schedule details
1.	Bid Document Fee	INR 2000/-
2.	Bid document can be downloaded from	www.tenderwizard.com/HSCC , www.hsccltd.com , www.eprocure.gov.in & www.mea.gov.in from 12.11.2015 to 14.12.2015
3.	Pre-bid meeting date & time	23.11.2015 at 1430 hrs.
4.	Venue of pre-bid meeting	HSCC (I) Ltd., E-6(A), Sector -1, Noida
5.	Pre-bid meeting query response on the website	www.tenderwizard.com/HSCC , www.hsccltd.com , www.mea.gov.in or www.eprocure.gov.in only
6.	Last date & time for submission of bid	Item No. 1 -7, 15.12.2015 by 1400 hrs.

7.	Techno-commercial opening of bids	Item No. 1 -7, 15.12.2015 by 1445 hrs.
8.	Venue of bid opening	HSCC (India) Ltd., E-6A, Block-E, Sector-1, NOIDA (U.P.) Ph No. 0120-2542436-40

2. Interested bidder may obtain further information about this requirement from this office inviting the tenders.

3. The prospective bidders who have not registered can register with HSCC E-procurement portal by paying necessary registration charges. The bidders may prepare a banker cheque/Draft in favour of HSCC (India) Ltd. Office at Noida, payable at Noida/Delhi and deposit it. In order to submit the bids electronically bidders are required to have type-II Digital Signature Certificate. Digital Signature can be obtained from any of the certifying agency.

The bid shall be submitted online for all the necessary documents and in physical form (with respect to few documents as mentioned in the ITB) in three parts/covers as mentioned below, (documents should be complete, duly signed and stamped):

Part-I In Original Offline (In separate Envelope) & Copy Online

- (i) Bid Document Fee and EMD
- (ii) Affidavit as per Section-V
- (iii) Performance statement along with required PO copies and its Installation report/corresponding end user's satisfactory performance certificate as per format in Section -V
- (iv) Technical compliance for the quoted goods vis-à-vis the Technical specifications and with all related brochures/catalogues in the tender enquiry, technical bid

Part-II Online

- (i) Pre-qualification and Technical compliance as per following documents:
 - a) Manufacturer's authorization as per **Section V** in case bid is submitted by an Indian agent (A declaration must be attached here in case directly quoted by a manufacturer or a document establishing the relation of the Indian office with the manufacturer in case quoted by Indian office of the manufacturer).
 - b) Bid Form as per **Section V**.
 - d) Certificate of Incorporation/Declaration being a proprietary firm.
 - e) Annual report of last 3 completed financial years (Balance sheet and Profit & Loss Account duly audited and signed by auditor)
 - f) Name, address and details of account with respect to bidder and/or beneficiary of L/C.
 - h) Performance statement along with required PO copies and its corresponding end user's satisfactory installation certificate.
 - i) Affidavit as per **Section V**
 - j) Technical Bid along with clause-by-clause technical compliance statement for the quoted goods vis-à-vis the Technical specifications with all related brochures in the bid enquiry.
 - K) Purchased /downloaded bid document duly authenticated failing which the submitted offer would be rejected.

Price Bid (Only online)

- Price Schedule
- CMC Price Schedule

4. All prospective bidders may attend the Pre bid meeting. Pre-bid meeting shall be held at the address as mentioned above.

5. Complete set of Bid Documents has been made available at E-Tender portal www.tenderwizard.com/HSCC, www.hsccltd.com, www.mea.gov.in or www.eprocure.gov in for downloading. The cost the Bid Document is **INR 2000/ which is payable in the form of Cash/Demand Draft** drawn on a scheduled bank in India in favour of Pay and account officer, Ministry of External Affairs New Delhi payable at Delhi. Bidder may download the bid documents from the website and submit its bid online after logging in to their user ID. The bidders are required to be registered at HSCC e-tender portal www.tenderwizard.com/HSCC. Please log on to www.tenderwizard.com/HSCC only for uploading its bid on-line for participation through **E-Tendering basis**. For submission and other details, please refer HSCC e-tender portal www.tenderwizard.com/HSCC.

6. Bidder shall ensure that their bid(s), complete in all respects, are submitted online and desired hard copies in original dropped in the Tender Box located at HSCC (India) Ltd., E-6A, Sector-1, Noida, U.P.- 201301 on or before the closing date and time indicated above, failing which the bid will be treated as late and rejected.

7. The bidders should quote for each Item as a separate bid.

8. Bids shall be evaluated separately for each Item

9. Bidder to quote for all the equipment mentioned under respective item no. failing which the bid would be rejected.

10. In the event of any of the above mentioned dates being declared as a holiday /closed day for the purchase organization, the physical form of bids will be received/opened on the next working day at the appointed time. Bidders are requested to regularly visit website www.tenderwizard.com/HSCC, www.hsccltd.com, www.mea.gov.in or www.eprocure.gov for corrigendum/amendments etc., if any, as these there no separate advertisement for them.

Joint Secretary – (DPA-III)

SECTION-I

INSTRUCTIONS TO BIDDERS (ITB)

This bid document should be read in conjunction with the Press Tender Notice/IFB Ref. No. **IFB No. HSCC/PUR/NEPAL/2015-16/1 Dated 10.11.15**, a copy of which is enclosed in this document and all clauses to be read in conjunction with any other instruction given else, where, in this document, on the same subject matter of the clause.

1. THE BIDDING DOCUMENTS:

CONTENT OF BIDDING DOCUMENTS:

- 1.1 The Goods required, bidding procedures and tender & contract terms are prescribed in this Bidding Document and includes (i) IFB, (ii) IFB (Details), (iii) Section I (ITB), (iv) Section II (GCC), (v) Section III (SCC), (vi) Section IV- Description and Specification of equipment (vii) Section V- Formats for Bid form ,Consignee receipt, Consignee Acceptance, Manufacturer's Self Authorisation form & Manufacturer's Authorization form (for Equipments of Imported origin), Performance Statement Proforma, Price Schedule, Bid Security, Performance Security, Check list, Agreement Form, Affidavit
- 1.2 The Bidders are expected to examine all instructions, terms, specifications etc. in the Bidding Documents. Failure to furnish information required by Bidding Documents or submission of a Bid not in compliance to the Bidding Documents will be at the Bidder's risk and may result in rejection of its Bid.

1.3 COST OF BIDDING:

The Bidder shall bear all costs associated with the preparation and submission of its Bid, and Ministry of External Affairs(MEA), Govt. of India acting through their Consultants, M/s HSCC (I) Ltd., hereinafter referred to, as "The Purchaser" will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

2. CLARIFICATION IN BIDDING DOCUMENTS:

A prospective Bidder requiring any legitimate clarification of the Bidding Documents may notify the Purchaser in writing at the Consultant's mailing address indicated in the Invitation for Bids. The Purchaser will respond to any request for clarification of the Bidding Documents that it receives **no later than fifteen(15 days) prior to the deadline for the submission of bids.** Purchaser's response (including explanation of the query but without identifying the source of inquiry) will be displayed on the website www.tenderwizard.com/HSCC or www.hsccltd.com or www.mea.gov.in or www.eprocure.gov.in.

3. **AMENDMENT OF BIDDING DOCUMENTS :**

- 3.1 At any time prior to the deadline for submission of Bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder modify the Bidding Documents by amendment.
- 3.2 The amendment will be notified on the www.hsccltd.com or www.mea.gov.in or www.eprocure.gov.in.
- 3.3 In order to afford prospective Bidders reasonable time to take the amendment into account in preparing their Bids, the purchaser may, at its discretion, extend the deadline for the submission of Bids.

4. **LANGUAGE OF BID :**

- 4.1 The Bid prepared by the Bidder and all correspondence and documents relating to the Bid exchanged by the Bidder and the purchaser, shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language so long as it is accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Bid, the English translation shall govern.

5. **DOCUMENTS COMPRISING THE BID :**

The bids shall be submitted online for all necessary documents and in physical form (only the documents mentioned below) as mentioned below:

- (i) Bid Document Fee & EMD, (Original Physical form and copy online)
- (ii) Techno-commercial Bid (un-priced bid) (Online)
- (iii) **Price Bid (Only online)**

Bidders are requested not to submit the hard copy of Price Bid along with the physical form of tender. In case the hard copy of price bid is submitted in physical form, the tender shall be straightway rejected. Also, uploading of the price bid in prequalification bid or technical bid will result in rejection of the tender

a) Techno-commercial Bid (un-priced bid): This should interalia include the following:

- i) **Purchased /downloaded bid document duly authenticated failing which the submitted offer would be rejected.**
- ii) Bid Form
- iii) Bid Security furnished in accordance with Clause 9 of ITB.
- iv) Detailed technical specifications of **items** quoted, along with Catalogue / Literature fabrication drawings, make and model of the equipment offered with prices blanked (without indicating the prices).
- v) Statement of deviations parameter-wise from Tendered Commercial conditions.
- vi) Statement of deviations parameter-wise from tendered Technical specifications (Compliance Statement) if any.

- vii) Authority Letter from manufacturer in case Bid is submitted by Indian Agents;
- viii) Bidders to indicate Name and Address of their Bankers; and
- ix) Audited balance sheets and Profit and loss statement for the last three completed years in original or a Photostat copy thereof.
- x) Documentary evidence established in accordance with Clause 7 of ITB that the Bidder is qualified to perform the contract if its Bid is accepted and clause 4 of SCC the minimum qualification criteria.
- xi) Performance statement along with the relevant copies or orders and the end user's satisfaction certificates/installation certificate.
- xii) Documentary evidence established in accordance with Clause 8 that the Goods and Ancillary to be supplied by the Bidder are eligible Goods and Services and conform to the Bidding Documents;
- xiii) Proof of payment of Bid Document Fee as per clause 9[B].
- xiv) Affidavit
- xv) Documents as per the check list.

Price Bid: 1. Prices are to be quoted in the attached Price Bid format online as per the directions on the official website.
 2. The price should be quoted for the accounting unit indicated on the website.
 The bidder shall not submit hard copy of financial bid otherwise his bid shall be straightway rejected. Also, uploading the price bid in prequalification bid or technical bid will result in rejection of the tender.

Note:

- 1. It is the responsibility of bidder to go through the Bidding document to ensure furnishing all required documents in addition to above, if any.
- 2. A person signing (manually or digitally) the Bid form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages
- 3. A bid, 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.
- 4. Bid sent by fax/telex/cable/electronically shall be ignored.

6. BID PRICE :

6.1 (a)The Price bid for the Item to commensurate with scope of supply indicated against the Item and should indicate all inclusive lump sum price offered for each equipment/store including cost of the stores, freight, insurance, transit insurance, packing forwarding, VAT, Sales Tax, Excise duty, Basic Custom Duty upon production of CDEC, Inspection/Inspection certificate charges (ISO certified inspection agencies), road permit

costs etc. and including charges whatsoever applicable, for equipment installation and commissioning with all the men and material required for the same and including charges, for three years comprehensive warranty service with spares with downtime not more than 48 hours, regular maintenance plans & wherever applicable including charges for three years Comprehensive Annual Maintenance Contract (CAMC) with service tax, with spares. The all inclusive lump sum price should be on CIP destination (i.e. Director NAMS for Nepal- Bharat Maitri Emergency and Trauma Centre (NBMETC) Kathmandu, Nepal), for the above and inclusive of all charges stated herein above. The all inclusive lump sum price needs to be accompanied by a statement indicating a clear “break up” of all inclusive lump sum price of its various components constituting it along with values/amount indicating against each of such components adding to arrive at all inclusive lump sum price. The prices are to be kept valid for acceptance up to 180 days from the date of the opening of bids. No other charges in addition will be payable on any account over and above the lump sum price quoted. The prices should be given both in figures and words. Offers with price variation clause will not be accepted, the rates quoted in ambiguous terms such as “freight on actual basis” or “taxes as applicable extra” or “packing forwarding extra” will render the bid liable for rejection. Sales Tax will be local Sales Tax, VAT or applicable CST (for inter state sales), whichever applicable will be incorporated in the above all inclusive lump sum price. *Custom duty exemption certificate and octroi exemption certificate will be issued by consignee and price to be quoted accordingly.*

Bidders in their own interest shall ascertain the eligibility of whatsoever concessions and exemptions eligible and applicable and shall advice the purchaser and quote accordingly. Bidders shall indicate the actual amount of octroi, excise duty, normal sales tax, basic custom duty, etc. which becomes otherwise payable in the extreme event of consignee not in a position to release certificates like CDEC, Octroi Exemption Certificate, etc.

6.1(b) **Offer for Import Origin Goods**

Offers for Import origin goods shall clearly indicate firm, "All inclusive lump sum price" and giving its break up of as FOB (Free on Board), Insurance, **CIP** (Carriage and Insurance paid to, named placed of destination), custom duty, custom clearance charges, examination, stamp duty, local transportation and Insurance etc. and all other charges for services to be rendered as explained under offer for Indigenous goods. Customs handling & clearance will be the responsibility of Bidder/Indian agent at his cost. CDEC will be provided by MEA.

6.1 (c) The payments to both indigenous supplies as well as import supply shall not exceed the All Inclusive lump sum price.

6.2 The purchaser will evaluate Bids based on all inclusive lump sum prices quoted for each **Item**.

6.3 The All inclusive Lump sum price will include wherever applicable charges for 3 years **Comprehensive Annual Maintenance Contract (CAMC) with spares** as required for the purpose of evaluation and the payment to prospective suppliers will not include payment of CAMC charges at the time of payment for delivery/receipt of goods. The quantum of 3 years AMC charges with spares should be clearly indicated in the break up lump sum price and this is payable at the end of 1st year, 2nd year & 3rd year after initial three years comprehensive warranty with spares.

- 6.4 Any variation in the Statutory Levies / Taxes/ Duties/ Cess or any new Levies/ Taxes/ Duties/ Cess on end product shall be payable at actual provided documentary evidence of the prevailing rate quoted at the date of submission of bid and changes at the time of actual supplies (within stipulated delivery period) is furnished.
- 6.5 The bidder shall bear all taxes / duties/ incidental charges for the parts replaced or supplied during the Warranty period.
- 6.6 Bidder in their own interest should quote separately for any Optional Items of the Technical Specifications. In case the Optional items of the Tender Specifications are not quoted explicitly, then the rate quoted shall be considered for the tendered main item and accordingly price comparison shall be done. No benefit shall be considered for inclusion of Optional Items in the Tendered Item.**

7. **DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION:**

7.1 The Bidder shall, furnish, as part of its Bid, documents establishing the Bidder's qualifications to perform the contract if its Bid is accepted.

7.2 The documentary evidence of the Bidder's qualifications to perform the contract if its Bid is accepted, shall establish to the Purchaser's satisfaction:

- a) That, in the case of a Bidder offering to supply Goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorised by the Goods manufacturer or producer to supply the Goods. In this regard, the Bidder should submit an Authority letter from their manufacturers.

In case of an Item comprising group of items, then Bidder may give Manufacturer's authorisation for main equipment from the Principals and other equipment from other manufacturer's of his choice (indigenous/imported) for which Bidder shall submit Manufacturer's Authorization as per the Tender format.

- b) The Purchaser will determine to his satisfaction whether the Bidder selected is qualified as per requirement of minimum qualifying criteria to satisfactorily perform the contract;

- c) The determination will take into account the Bidder's financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder as well as such other information as the Purchaser deems necessary and appropriate;

Notwithstanding anything stated above, the Purchaser reserves the right to assess the capability and capacity of the Bidder to perform the contract, should the circumstances warrant such as assessment in the overall interest of the Purchaser.

8. **DOCUMENT ESTABLISHING GOODS' ELIGIBILITY AND CONFORMITY TO BIDDING DOCUMENTS:**

8.1 The Bidder shall furnish, as part of its Bid, documents establishing the eligibility and conformity to the Bidding Documents of all Goods and services that the Bidder proposes to supply under the contract.

8.2 The documentary conforming evidence of the Goods' and Services' conforming to the Bidding Documents may be in the form of literature, drawings and data, and shall comprise of:

- a) a detailed description of the Goods essential technical and performance characteristics;

- b) **a clause-by-clause commentary on the Purchaser's technical specifications demonstrating the Goods and Services substantial responsiveness to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.**

8.3 For purpose of the commentary to be furnished pursuant to clause 8.2(b) above, the Bidder shall note that standards for workmanship, material and equipment, and reference to brand names or equipment, and reference to brand names or catalogue numbers designated by the Purchaser in its Technical Specification are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalogue numbers in its Bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions are substantially equivalent or superior to those desired & designated in the Technical Specification.

9. **BID SECURITY**

9.1 **The Bidder shall furnish, as part of its Bid, Security as indicated in Invitation for Bids (IFB)/ Press Tender Notice, in a separate single sealed envelope and shall be marked as given under clause 12.0 of this ITB.** Exemption from submission of EMD for the units holding SSI/NSIC however the Registration should be for the item quoted and the valid certificate for the same should be submitted with the Bid.

9.2 The Bid Security is required to protect the Purchaser against the risk of Bidder's conduct, which would warrant the security's forfeiture, pursuant to para 9.7.

9.3 **The Bid Security shall be in the form of a demand Draft drawn in favour of “Pay & accounts officer, Ministry of External Affairs, New Delhi, payable at New Delhi from a Nationalised/Scheduled bank.** Bid Security can also be in the form of Bank Guarantee drawn in favour of Ministry of External Affairs, Govt. of India from any Nationalized Bank/Scheduled Bank, payable at New Delhi. Bid Security shall remain valid for a period of 45 days beyond the bid validity period. EMD/Bid Security Form has been enclosed in Formats

9.4 Any Bid not secured in accordance with paras 9.1 to 9.3 will be rejected by the purchaser as non-responsive pursuant to Clause 17 and following which both the techno-commercial & price bid will be treated as invalid.

9.5 Unsuccessful Bidder's Bid Security will be discharged/returned as promptly as possible but not later than 30 days after the expiration of the period of Bid Validity prescribed by, clause 10.

9.6 The successful Bidder's Bid Security will be discharged upon the Bidders furnishing the performance Security, pursuant to Clause 23 & 24.

9.7 The Bid Security may be forfeited:

- a) if a Bidder withdraws or modifies its Bid during the period of Bid validity; or
- b) in the case of a successful Bidder, if the Bidder fails :
 - i) to sign the contract in accordance with Clause 23 ;

- ii) to furnish Performance Security in accordance with Clause 24.
- iii) if the bidder does not accept an error correction pursuant to clause 17.2

9.8 No interest will be payable by the Purchaser on the Bid Security.

9 [B] **Bid Document Fee:**

Bid Document Fee is Rs.2000/-. Bid Document Fee paid is non-refundable and the Bid Documents are non-transferable. Exemption from submission of tender document fee for the units holding SSI/NSIC however the Registration should be for the item quoted and the valid certificate for the same should be attached with the Bid

Bidders will deposit the Bid Document Fee at HSCC office at Noida. Fee can be deposited either in cash or through crossed account payee Demand Draft drawn in favour of Pay and Account Officer, Ministry of External Affairs, New Delhi drawn on any Nationalized/Scheduled bank payable at New Delhi, before date & time of submission of bid. The Bids will not be accepted without proof of payment of the Bid Document Fee.

A bidder can quote for one or more items by paying just once for the bid document fee of Rs.2000/-.

However, separate bid shall be submitted for each Item.

The bidder can contact Consultant, for any clarification in the matter.

10. **PERIOD OF VALIDITY OF BIDS:**

10.1 **Bids shall remain valid for 180 days** after the date of Bid opening prescribed by the Purchaser, pursuant to Clause 13. A Bid expressed to be valid for a shorter period may be rejected by the Purchaser as non-responsive.

10.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing or by cable. The Bid Security provided under Clause 9 shall also be extended suitably. A Bidder may refuse the request without forfeiting its Bid Security.

A bidder granting the request will not be required nor permitted to modify its bid.

11. **PREPARATION AND SIGNING OF BID:**

11.1 The bidders shall submit their bid as per the instructions contained in ITB Clause 5.

11.2 The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or persons duly authorised, to bind the Bidder to the contract. The authorisation shall be indicated by written power-of-attorney accompanying the Bid. All pages of the Bid, except for un-amended printed literature, shall be initialled and stamped by the person or persons signing the Bid.

- 11.3 The Bid shall contain no inter- lineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the Bid.

12. **SUBMISSION OF BIDS:**

- 12.1 The bid shall be submitted online and in physical form (except price bid) in three parts/covers as mentioned below:

- (i) Tender Fee and EMD (Both online and physical)
(ii) Pre-qualification and Technical compliance as per following documents (Online submissions for all the documents and physical submission only for affidavit as per point h) below and original Technical brochures/catalogues against point i)

- a) Manufacturer's authorization in case bid is submitted by an Indian agent (A declaration must be attached here in case directly quoted by a manufacturer or a document establishing the relation of the Indian office with the manufacturer in case quoted by Indian office of the manufacturer).
- b) Bid Form as per section V.
- c) Copy of PAN.
- d) Certificate of Incorporation/Declaration being a proprietary firm.
- e) Annual report of last 3 years (Balance sheet and Profit & Loss Account)
- f) Name, address and details of account with respect to bidder and/or beneficiary of L/C.
- g) Performance statement along with required PO copies and its corresponding end user's satisfactory performance/ installation certificate as per section V.
- h) Affidavit as per Section V.
- i) Technical Bid along with clause-by-clause technical compliance statement for the quoted goods vis-à-vis the Technical specifications in the tender enquiry (Both online and physical)
- j) **Purchased /downloaded bid document duly authenticated failing which the submitted offer would be rejected.**

- (iii) Price Bid (Only online).

Bidders are requested not to submit the hard copy of Price Bid along with the physical form of bid. Uploading of the price bid in prequalification bid or technical bid will result in rejection of the tender.

Unless otherwise specified, the bidders are to submit its tender online and deposit the physical form of tenders in the tender box kept for this purpose at HSCC (India) Ltd., E-6A, Sector-1, Noida-201301, ((UP).

- 12.2 The bidder must ensure that they deposit their tenders not later than the closing time and date specified for submission of tenders. It is the responsibility of the bidder to ensure that their bid whether sent by post or by courier or by person, is dropped in the Tender Box by the specified clearing date and time. In the event of the specified date for physical submission of bid falls on /is subsequently declared a holiday or closed day for the purchaser, the tenders will be received up to the appointed time on the next working day.

13. **DEADLINE FOR SUBMISSION OF BIDS i.e. TECHNOCOMMERCIAL BID (UNPRICED) AND PRICE BID INCLUDING BID SECURITY**

- 13.1 As indicated in the Press Tender Notice/IFB.
- 13.2 Bids must be received by the Purchaser at the address specified on the date and time as mentioned in the Bid document. In the event of due date being declared a closed holiday then the due date for submission of Bids and the opening of Bids will be the following working day at the appointed time.
- 13.3 The Purchaser may at its discretion extend this deadline for the submission of Bids by amending the Bidding Documents in accordance with clause 3, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

14. **LATE BIDS & MODIFICATIONS/WITHDRAWAL OF BIDS**

- 14.1 Any Bid received by the Purchaser after the deadline for submission of Bids prescribed by the Purchaser, pursuant to clause 13 will be rejected.
- 14.2 The Bidder may modify or withdraw its bid after the bid's submission provided that written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of bids.
- 14.3 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of ITB Clause 12. A withdrawal (but not modification) notice may also be sent by cable or fax but followed by a signed confirmation copy, post marked not later than the deadline for submission of bids.
- 14.4 No bid may be modified subsequent to the deadline for submission of bids.
- 14.5 No bid may be withdrawn or modified in the interval between the deadline for submission of bids and the expiry of the period of bid validity withdrawal or modification of a bid during this interval may result in the Bidder's forfeiture of its security, pursuant to ITB Clause 9.7.

15. **OPENING OF BIDS BY PURCHASER:**

- 15.1 The Purchaser will open the Techno-commercial bid only, in the presence of Bidder's representatives who choose to attend, in the HSCC Office, on the due date and time as mentioned in the IFB. The Bidder's representatives who are present shall, sign a register evidencing their attendance. **The Bidders' representatives shall furnish letter of Authority from their principals to attend the Bid opening.**
- 15.2 The Bidders' names, the presence or absence of the requisite Bid Security and such other details in brief as the Purchaser, at its discretion, may consider appropriate will be announced at the opening.
- 15.3 Price Bid of bidders whose offers (Techno-commercial bid) are found technically and commercially suitable and comply with the Bid Documents will only be opened on a date to be intimated later to these bidders.

15.4 Bids that are not opened and read out at bid opening shall not be considered further for evaluation irrespective of the circumstances. Withdrawn bids shall be returned unopened to the bidders.

15.5 Non-submission of Bid Security & Bid document fee by any bidder will render the bidder invalid and such bidder's bid will not be opened. However the bidders who are currently registered and, also, will continue to remain registered during the tender validity period with National Small Industries Corporation, New Delhi for the specific goods as per bid enquiry specification shall be eligible for exemption from EMD. Vague stipulations in the Registration Certificate such as "to customers' specification" etc. will not be acceptable for exemption from furnishing of earnest money. In case the bidder falls in these categories, it should furnish copy of its valid registration details (with NSIC, as the case may be).

16. **CLARIFICATION OF BIDS:**

16.1 To assist in the examination, evaluation and comparison of Bids the Purchaser may, at its discretion, ask the Bidder for clarification of its Bid. Bidder shall be given only 5 working days to provide the required clarification/ details/documents etc. In case all the required clarification/ details/documents are still not provided the final reminder to the bidder intimating the pending clarification/ details/documents will be given and the bidder shall submit the required clarification/ details/documents within 4 working days. After the final reminder if still the required documents are not submitted, the bid will be evaluated based on the documents submitted by the bidder and the contents of the bid.

16.2 Clarifications sought & reply received to be all in writing, no change in price or substance of Bid permitted.

17. **PRELIMINARY EXAMINATION:**

17.1 The Purchaser will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, stamped and whether the Bids are generally in order.

17.2 Arithmetical errors will be rectified on the following basis: - If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected (unless in the opinion of the purchaser there is an obvious error in the unit rate, in which case the total price against item would prevail and unit rate shall be corrected accordingly). If the supplier does not accept the correction of the errors, its Bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.

17.3 The Purchaser may waive any minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiver does not prejudice or offers the relative ranking of any Bidder.

17.4 Prior to the detailed evaluation, pursuant to ITB Clause 18, the Purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these

Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Without prejudice to the generality of the foregoing deviations from or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 6) Warranty (GCC Clause 26). Force Majeure (GCC Clause 17), Applicable law (GCC Clause 22) and Taxes & Duties (GCC Clause 24) will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself.

Contents of the bid form in the format stipulated in the invitation of the bid, signed by the bidder shall supersede deviation(s) if any mentioned in any other part of the bid.

17.5 In normal circumstances if a bid is not substantially responsive, it will be rejected by the purchaser.

18. **EVALUATION AND COMPARISON OF BIDS:**

18.1 The Purchaser will evaluate and compare the Bids on the basis of techno-commercial evaluations followed by price bid evaluation.

In exercise of powers conferred in section 11 of the Micro, Small and Medium Enterprises Development (MSMED) Act 2006, the Government has notified a new Public Procurement Policy for Micro & Small enterprises effective from 1st April 2012. The policy mandates that 20% of procurement of annual requirement of goods and services by all Central Ministries/Public Sector Undertakings will be from the micro and small enterprises. The Government has also earmarked a sub-target of 4% procurement of goods & services from MSEs owned by SC/ST entrepreneurs out of above said 20% quantity.

- i. In accordance with the above said notification, the participating Micro and Small Enterprises (MSEs) in a tender, quoting price within the band of L 1+15% would also be allowed to supply a portion of the requirement by bringing down their price to the L1 price, in a situation where L1 price is from someone other than on MSE. Such MSEs would be allowed to supply up to 20% of the total tendered value. In case there are more than one such eligible MSE, the 20% supply will be shared equally. Out of 20% of the quantity earmarked for supply from MSEs, 4% quantity is earmarked for procurement from MSEs owned by SC/ST entrepreneurs. However, in the event of failure of such MSEs to participate in the tender process or meet the tender requirements and the L1 price, the 4% quantity earmarked for MSEs owned by SC/ST entrepreneurs will be met from other participating MSEs.
- ii. The MSEs fulfilling the prescribed eligibility criteria and participating in the tender shall enclose with their tender a copy of their valid registration certificate with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir board or national Small Industries Corporation or any other body specified by Ministry of Micro and Small enterprises in support of their being on MSE, failing which their tender will be liable to be ignored.

19. **CONTACTING THE PURCHASER:**

19.1 Subject to Clause 16, no Bidder shall contact the Purchaser on any matter relating to its Bid from the time of the Bid opening to the time the contract is awarded.

19.2 Any effort by a Bidder to influence the Purchaser in the Purchaser's bid evaluation, Bid comparison or contract award decisions may result in the rejection of the Bidder's Bid.

20. **AWARD OF CONTRACT:**

20.1 **AWARD CRITERIA:**

Subject to Clause 22, the Purchaser will award the contract to the successful Bidder whose Bid has been determined to be techno commercially acceptable and lowest, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

21. **PURCHASER'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD:**

The Purchaser reserves the right at the time of award of contract to increase/decrease the total quantity of Goods and services for which bids have been invited by up to 25% of their value (rounded to the next whole number).

22. **PURCHASER'S RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS:**

The Purchaser reserves the right to accept or reject any Bid and annul the Bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds of the purchaser's action. The purchaser is not bound to accept the lowest or any bid.

23. **NOTIFICATION OF AWARD AND SIGNING OF CONTRACT:**

23.1 Prior to the expiry of the period of Bid validity, the Purchaser will notify the successful Bidder by registered post/fax that its Bid has been accepted by enclosing detailed order copy in duplicate. This will constitute the formation of the contract and date of the contract shall be the date of each notification.

23.2 Upon the successful Bidder's returning back one copy of the order within 10 days duly stamped and signed as token of acceptance of the order on the said laid out terms and conditions and also furnishing to Performance Security i.e. Security Deposit pursuant to Clause 24, the Purchaser will promptly discharge Bid Security of successful bidder, pursuant to Clause 9, and also discharge Bid Security of unsuccessful bidders, pursuant to clauses 9.5.

24. **PERFORMANCE SECURITY:**

24.1 Within 10 days of the date of notification under Clause 23.1 the Successful Bidder shall furnish the Performance Security/Security Deposit for 10% of the contract price in the form of a Demand Draft/Bank Guarantee drawn in favour of "Pay of Accounts officer, Ministry of External Affairs, New Delhi" payable at New Delhi from a Nationalised/ 1st Class/ Scheduled bank.

24.2 Failure of the successful Bidder to comply with the requirement of Clause 23 and Clause 24 shall constitute sufficient grounds for the annulment of the award and the Contract and forfeiture of the Bid Security, in which event the Purchaser may call for new Bids.

25. **LOCAL CONDITIONS:**

It will be imperative on each Bidder to fully acquaint himself of all the local conditions and factors that would have any effect on the performance of the contract and cost of the Goods. The Purchaser shall not entertain any request for clarifications from the Bidder regarding such local conditions. No request for the change of price, or time schedule of delivery of Goods shall be entertained after the Purchaser accepts the Bid.

SECTION-II

GENERAL CONDITIONS OF CONTRACT (G.C.C.)

1. **DEFINITIONS:**

- 1.1 In this contract, the following terms (whether or not spelled with an initial capital letter) shall unless the context otherwise requires be interpreted as indicated.
- (a) "The contract" (or "this contract") means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein and includes the Instructions to Bidders (ITB).
 - (b) "The Contract Price/All inclusive lump sum Price" means the price payable to the supplier under the contract for the full and proper performance of its contractual obligations;
 - (c) "The Goods" means all of the equipment, machinery, and/or other materials, which the Supplier is required to supply to the Purchaser under the contract;
 - (d) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services;
 - (e) "The Purchaser" means the organisation purchasing the Goods i.e., Ministry of External Affairs, Govt. of India.
 - (f) "The Supplier" means the individual or firm supplying the Goods and services under this contract;
 - (g) "Consignee" means where the Goods are required to be delivered at the destination, i.e. Director NAMS for Nepal- Bharat Maitri Emergency and Trauma Centre (NBMETC) Kathmandu, Nepal.

2. **APPLICATION:**

- 2.1 These General "Conditions" shall apply to the extent that provisions in other parts of contract do not supersede them.

3. **STANDARDS:**

- 3.1.1 The Goods supplied under this contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods and such standards shall be the latest issued by the concerned institution.

4. **USE OF CONTRACT DOCUMENTS AND INFORMATION:**

- 4.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the contract or any provision thereof, or any specification, plan, drawing, pattern sample, or information furnished by or on behalf of the Purchaser in connection there with, to any person other than a person employed by the Supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.
- 4.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any documents or information enumerated in para 4.1 except for purposes of performing the contract.
- 4.3 Any document, other than the contract itself enumerated in para 4.1 shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the contract if so required by the Purchaser.

5. **PATENT RIGHTS:**

- 5.1 The Supplier shall indemnify the Purchaser against all third party claims of infringement of patent, trademark, or industrial design right arising from use of the Goods or any part thereof.

6. **CONTRACT PERFORMANCE SECURITY (SECURITY DEPOSIT):**

- 6.1 Within 10 days after the Supplier's receipt of award notification and order copies of the contract, the Supplier shall furnish performance Security to the Purchaser in the amount specified (IFB) in the document.
- 6.2 The Performance Security as deposited by the supplier shall be used by the purchaser as compensation for any loss or any dues recoverable from the supplier (including liquidated damages where applicable) resulting from the Supplier's failure to complete its obligations under the contract. The Purchaser may retain the whole or such part of it as it considers being sufficient compensation for such loss. In such an event the balance amount (if any) shall be returned to the supplier not later than the expiry of the period stated in clause 6.3.
- 6.3 The Performance Security unless deposited under GCC clause 6.2 will be discharged by the purchaser not later than 30 days following the date of completion of the suppliers performance obligations, including the warranty obligations under the contract.

7. **INSPECTION & TESTS:**

- 7.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the contract. The Special Conditions of Contract and/or the Technical Specifications specify what inspection and tests the Purchaser requires and where they are to be conducted then such specification shall be complied with for the

Goods to which it applies. The Purchaser shall notify the Supplier in writing of the identity of any representative retained for these purposes.

- 7.2 The inspection and tests may be conducted on the premises of the Supplier or its Sub-Supplier (s) at point of deliver and/or at the Goods' final destination. Where conducted on the premises of the Supplier or its Sub-Supplier(s), all reasonable facilities and assistance including access to drawings and production data - shall be furnished to the inspectors at no charge to the Purchaser.
- 7.3 Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject them and the Supplier shall either replace the rejected Goods or make all alterations necessary to meet specification requirements free of cost to the Purchaser.
- 7.4 The Purchaser's right to inspect, test and where necessary reject the Goods after the Goods' delivery to the Consignee shall in no way be limited or waived by reasons of the Goods having previously been inspected, tested and passed by the Purchaser or his representative prior to the Goods, shipment.
- 7.5 Goods accepted by the purchaser/consignee and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute purchaser's/consignee's right to reject the same later, if found deficient in terms of the warranty clause of the contract, as incorporated under GCC clause 26.
- 7.6 Principal/ foreign supplier shall also have the equipment inspected by recognized/reputed agency like SGS, Lioyd or equivalent (acceptable to the Purchaser) prior to dispatch at the supplier's cost and furnish necessary certificate from the said agency in support of their claim.

Nothing in Clause 7 shall in anyway release the Supplier from any warranty or other obligations under this contract.

8. **PACKING:**

- 8.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the contract. The packing shall be sufficient to withstand without limitation, rough handling during transit and exposure to extreme temperature, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate the remoteness of the Goods' final destination and absence of heavy handling facilities at all points in transit.
- 8.2 The packing marking shall show the description of quantity of contents, the name of the consignee and address, the gross weight of the packages, the name of the supplier with a distinctive number of mark sufficient for purposes of identification. Each package shall contain:
 - (a) a packaging note quoting the name of the purchaser
 - (b) the number and date of order
 - (c) nomenclature of the goods
 - (d) schedule of parts for each complete equipment giving part number with reference to assembly

8.3 Notwithstanding anything stated in this clause, the supplier shall be entirely responsible for loss, damage, deterioration, and depreciation of the goods due to faulty protective & insecure packing and shall arrange for prompt replacement.

9. **DELIVERY:**

9.1 **Delivery, Installation and commissioning of the Goods upto the site (Director NAMS for Nepal- Bharat Maitri Emergency and Trauma Centre (NBMETC) Kathmandu, Nepal) shall be made by the Supplier within 12 weeks from the date of contract (or from the date of establishing Letter of Credit in favour of the Principals in case of imported origin Goods) unless specified in IFB.** In case spare parts and tools are also ordered with the Goods, the Bidder will undertake to offer spare parts and tools for delivery, along with the main Goods only and not before. **The name of consignee: Director, NAMS for Nepal- Bharat Maitri Emergency and Trauma Centre (NBMETC) Kathmandu, Nepal.**

10. **INSURANCE:**

10.1 The Goods supplied under the contract shall be fully insured including transit insurance against various risks as required or approved by the Purchaser arising out of transportation, storage, delivery, erection, installation, testing and commissioning at his cost up to delivery, installation and commissioning at site. Insurance policy shall be valid upto date of installation and commissioning. Proof of Insurance shall be made available before issuance of dispatch clearance.

10.2 For delivery ,installation and commissioning of goods at site, the insurance shall be obtained by the supplier in an amount equal to 110% of the value of the goods from "Ware house to ware house" (final destination) on "all risks" basis including war, risks, strikes, erection, storage etc. In any event the Goods are at the suppliers risk until delivery , installation and commissioning at site.

11. **TRANSPORTATION:**

To be arranged by the supplier up to consignee duly insured.

12. **PAYMENT:**

Both for Indian origin goods and for import origin goods. To be read in conjunction with clause 6.0 of ITB.

12.1 The Supplier's request (s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing as appropriate, the Goods delivered and Services performed and by shipping documents, such Goods to be duly certified and wherever applicable supported with documentary evidence in support there of Satisfactory installation duly certified by authorised personnel of **Nepal- Bharat Maitri Emergency and Trauma Centre (NBMETC) Kathmandu, Nepal/MEA** authorities shall accompany for release of balance payment.

12.2 **FOR INDIGENOUS GOODS & IMPORTED ORIGIN GOODS QUOTED IN INDIAN RUPEES:**

Both, for Indian origin goods quoted directly by Indian manufactures only as well as for imported origin goods quoted in Indian Rupees by Indian Agents duly authorized by foreign manufacturers as per tender conditions. To be read in conjunction with clause 6.0 of ITB.

i) **80% of the invoice value** will be made within 30 days as per provisions in Clause GCC 15 on receipt of following necessary documents:

- 1). Country of Origin Certificate.
- 2). Quality & Quantity Certificate.
- 3). Packing List.
- 4). Internal Factory Inspection Report.
- 5). Warranty Certificate.
- 6). Copy of Airway Bill/Bill of Lading (in case of imported goods).
- 7). Copy of Bill of Entry (in case of imported goods).
- 8). Insurance certificate valid up to installation & commissioning of equipment at site
- 9). Inspection certificate for the dispatched equipments issued by recognized/reputed agency like SGS, Lloyd or equivalent (acceptable to the Purchaser) prior to dispatch.
- 10). Invoice.
- 11). Dispatch Clearance Certificate of MEA/HSCC.
- 12). Consignee Receipt Certificate from Director NAMS for Nepal- Bharat Maitri Emergency and Trauma Centre (NBMETC) Kathmandu, Nepal.
- 13). Transportation Invoice.

ii) **Balance 20% payment** subjected to clause 6.1 of ITB will be released within 30 days, upon receipt of satisfactory Installation & Commissioning Certificate from consignee/MEA Invoice as per provisions in Clause GCC 15.

All such Invoices/Certificates/Reports as mentioned above shall be addressed as:

Embassy of India at Kathmandu, Nepal

12.3 **FOR IMPORT ORIGIN GOODS:**

Payment will be made by opening of Irrevocable Letter of Credit (LC) in favour of the Foreign manufacturer, covering 100% of the Net FOB value of the equipment with the condition of remittance of **80% of net FOB value + Freight & Insurance charges** through LC on shipment and on submission of the following necessary documents from foreign manufacturer:

- 1) Country of Origin Certificate
- 2) Quality & Quantity Certificate
- 3) Packing List
- 4) Internal Factory Inspection Report

- 5) Warranty Certificate
- 6) Airway Bill/Bill of Lading
- 7) Insurance certificate valid up to installation & commissioning of equipment at site
- 8) Inspection certificate for the dispatched equipments issued by recognized/reputed agency like SGS, Lloyd or equivalent (acceptable to the Purchaser) prior to dispatch.
- 9) Invoice of LC amount
- 10) Dispatch Clearance Certificate of MEA/HSCC

Balance 20% of the net FOB value shall be released to foreign manufacturer through Irrevocable Letter of Credit after receipt of satisfactory Installation & Commissioning Certificate and Consignee Receipt Certificate from Director NAMS for Nepal- Bharat Maitri Emergency and Trauma Centre (NBMETC) Kathmandu, Nepal.

For equipment quoted in foreign currency, payment shall be made through LC at an exchange rate prevailing on the date of negotiation of LC. The LC will be opened by HSCC I Ltd., Noida through its accredited bank at Noida/Delhi.

Indian Agency Commission along with other charges (wherever applicable) towards turnkey activities, local supplies, custom duty, custom clearance, local transportation, Installation etc. shall be released in Indian Rupees within 30 days upon after receipt of following necessary documents:

- 1). Satisfactory Installation & Commissioning Certificate and Consignee Receipt Certificate from **Director NAMS for Nepal- Bharat Maitri Emergency and Trauma Centre (NBMETC) Kathmandu, Nepal/MEA.**
- 2). Transportation Invoice
- 3). Bill of Entry
- 4). Proof of Custom Duty & Custom clearance charges
- 5). Invoice
- 6). Warranty Certificate

All such Invoices/Certificates/Reports as mentioned above shall be addressed as:

Embassy of India at Kathmandu, Nepal

Indian Agency Commission shall be paid considering the exchange rate prevailing on the date of placement of Order/Notification of Award.

- 12.4 The stores (both Indian & Import origin goods) should be dispatched only after the equipment inspected by recognized/reputed agency like SGS, Lloyd or equivalent (acceptable to the Purchaser) prior to dispatch at the supplier's cost and furnish necessary certificate from the said agency in support of their claim.

To enable MEA to issue Despatch Clearance Certificate, supplier/manufacture is to furnish following documents:

1. Country of Origin Certificate
2. Quality & Quantity Certificate
3. Packing List
4. Internal Factory Inspection Report

5. Warranty Certificate
6. Inspection certificate for the dispatched equipments issued by recognized/reputed agency like SGS, Lloyd or equivalent (acceptable to the Purchaser) prior to dispatch.

All such Invoices/Certificates/Reports as mentioned above shall be addressed as:

Embassy of India at Kathmandu, Nepal

After scrutiny, if the documents found in order, **Dispatch Clearance Certificate** shall be issue to the supplier.

No goods (both Indians & Import origin goods) shall be despatched before issue of Despatch Clearance Certificate by MEA.

- 12.5 Payment for turnkey activities, local supplies, custom duty, custom clearance, local transportation, Installation etc. (wherever applicable) shall be released as per Clause GCC 12.3.

13. **PRICES:**

- 13.1 Prices charged by the Supplier for Goods delivered and Services performed under the contract shall not vary from the prices quoted by the Supplier in its Bid.
- 13.2 In receipt of offer in foreign currency, the exchange rate prevailing on the date of opening of bid (Techno Commercial bid) shall be taken for comparison of bid prices.

14. **DELAYS IN THE SUPPLIER'S PERFORMANCE:**

- 14.1 The time and the date specified in the Contract for the delivery of the Goods shall be deemed to be the essence of the Contract.
- 14.2 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser.
- 14.3 An unexcused delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to any or all of the following sanctions, forfeiture of its Performance Security in accordance with Clause 6.2, imposition of liquidated damages and/or termination of the Contract for default.
- 14.4 If at any time during performance of the Contract, the Supplier or its sub-Supplier (s) should encounter conditions impeding timely delivery of the Goods and performance of the Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice the Purchaser shall evaluate the situation and may at its discretion extend the supplier's time for performance by such period as the purchaser may think fit and shall in the case of Force Majeure extend such time by such period as the Purchaser shall consider fair and reasonable. Clause 14.1 stands extended to include this.

15. **LIQUIDATED DAMAGES:**

15.1 Subject to force majeure, if the Supplier fails to deliver any or all of the Goods or perform the Services within the time period(s) specified in the Contract the Purchaser shall, without prejudice to its other remedies under the Contract or extended under clause 14.3, deduct from the Contract price, as Liquidated Damages, a sum equivalent to **0.5% of the price of the delayed Goods or unperformed Services for each week of delay until actual delivery or performance, up to a maximum deduction of 10% of the value of the contract.** Once the maximum is reached, the Purchaser may consider termination of contract.

16. **TERMINATION FOR DEFAULT:**

16.1 The Purchaser may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, terminate the Contract in whole or in part.

(a) If the Supplier fails to deliver any or all of the Goods within the time period(s) specified in the Contract, or any extension thereof granted by the purchaser pursuant to Clause 14, or

(b) If the Supplier fails to perform any other obligation(s) under the Contract.

16.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to para 16.1, and without prejudice to the Purchaser's other remedies, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered or unperformed and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods. However, the Supplier shall continue performance of the Contract to the extent not terminated.

17. **FORCE MAJEURE:**

17.1 Notwithstanding the provisions of Clauses 6,14,15,16, the Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

17.2 For purposes of this clause and clauses 14.3, 15.1 & 17.3 "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault of negligence and not foreseeable. Such events may include but are not restricted to, acts of the Purchaser either in its sovereign or contractual capacity, wars or sovereign or contractual capacity wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

17.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practicable and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

17.4 In case of Force Majeure event, the Purchaser is unable to fulfil its contractual commitment and responsibility, the purchaser will notify the supplier accordingly and

subsequent actions taken on similar lines described in above sub- paragraph. In such an event, supplier shall not raise any claim against the Purchaser.

18. **TERMINATION FOR INSOLVENCY:**

18.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, without compensation to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent (which events shall of themselves be a breach of the contract on the part of the supplier), provided such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

19. **TERMINATION FOR CONVENIENCE:**

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

19.2 The goods that are complete and ready for shipment within 20 days after the Supplier's receipt of notice of termination shall be purchased by the Purchaser at the Contract terms and prices. For remaining Goods the Purchaser may elect:

- (a) To have any portion completed and delivered at the Contract terms and prices; and/or
- (b) To cancel the reminder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

20. **RESOLUTION OF DISPUTE**

20.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

20.2 If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute either party may require that the dispute be referred for resolution to the Arbitration by Indian Council of Arbitration in accordance with the Arbitration & Conciliation Act 1996 with latest amendments if any. The number arbitrator shall be one and the decision of the arbitrator shall be final and binding on the parties.

20.3 Venue of Arbitration shall be at Delhi.

20.4 The language of the Arbitral proceeding shall be English.

21. **GOVERNING LANGUAGE:**

21.1 The Contract shall be written in the language of the Bid (English Language) as specified by the Purchaser. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in that same language.

22. **APPLICABLE LAW:**

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

23. **NOTICES:**

23.1 Any notice given by one party to the other pursuant to the contract shall be sent in writing or by telegram or cable and confirmed in writing to the address specified for that purpose in the Special Conditions of Contract.

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

24. **TAXES AND DUTIES:**

24.1 Supplier shall be entirely responsible for all taxes, duties, license fees etc. incurred until delivery of the contracted Goods to the Purchaser.

25. **The Bid Security of successful tenderers will be released after receipt of contract performance security and contract formation under clause of 23.1 of ITB.**

26. **WARRANTY (For Equipment, Accessories, Software & Hardware):**

26.1 The supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent of current models and incorporate all recent improvements in design and materials **both in Hardware and Software**, unless otherwise provided in the Contract. The supplier further warrants that the Goods supplied under this Contract shall have no defect arising from design, materials or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevalent in India.

26.2 This comprehensive warranty shall remain valid (subject to clause 26.4) for 36 months after the Goods have been satisfactorily installed & commissioned and three months satisfactory functioning as duly certified by the appropriate authority. The comprehensive Warranty shall include free services and free provision of spares. It shall be the responsibility of supplier (or their principal) to ensure all consumables/reagents/necessary spares are available continuously without interruption.

26.3 The Purchaser shall promptly notify the supplier in writing of any claim arising under this warranty.

26.4 Upon receipt of such notice, the supplier shall, with all reasonable speed, repair or replace the defective Goods or parts thereof, free of cost at the site. The Supplier shall take the replaced parts/goods at the time of their replacement. No claim whatsoever shall lie on the purchaser for the replaced parts thereafter. The warranty period will stand extended accordingly. The supplier shall ensure a minimum uptime guarantee of 95% for the equipment.

- 26.5 If the Supplier having been notified fails to remedy the defect (s) within a reasonable period, the purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract or in Law.
- 26.6 The Purchaser reserves the right to reject any set of equipment found defective within 30 days after the date of acceptance of equipment. The cost towards replacement will have to be borne by the supplier.
- 26.7 During the Warranty period, the supplier is required to visit the consignee's site at least once in 6 months commencing from the date of installation for preventive maintenance of the goods.
- 26.7 Nothing in this clause 26 shall affect the Purchaser's other rights under the Contract or in Law.

27. INSPECTION & TEST PROCEDURES:

- (i) The Stores will be inspected at MEA's sole discretion before packing at the manufacturer's premises and on receipt at site by MEA/HSCC nominated representatives. The decision of MEA/HSCC (I) Ltd. in the matter of acceptability of the stores will be final and binding. In case MEA/HSCC desires, the demonstration/inspection and trials/testing will have to be got conducted at site at no extra cost.
- (ii) Principal/ foreign supplier shall also have the equipment inspected by recognized/reputed agency like SGS, Lioyd or equivalent (acceptable to the Purchaser) prior to dispatch at the supplier's cost and furnish necessary certificate from the said agency in support of their claim.

**28. SUPPLY, INSTALLATION AND COMMISSIONING AND WARRANTY SERVICING;
(IN RESPECT OF EQUIPMENTS)**

The Supply, Installation and Commissioning of the equipment & trial run have to be done at site by the supplier/or his authorised agent. No additional charges for installation and commissioning will be paid. The Supplier and Indian agent shall be liable for this service for goods of import origin.

29. TRAINING:

Free demonstration, operational and maintenance training will have to be provided at the site of installation to the assigned personnel, during trial period.

30. MANUALS:

The Supplier has to provide **three sets** of operation manuals and maintenance manuals along-with each equipment to each consignee and one set of Operation & Maintenance Manual is to be provided to Purchaser while claiming 80% payment. The maintenance manual should give details up to component level and the faultfinding procedure with detailed illustrations.

31. Deleted

Special Note: (Forming part of SCC).

- i) MEA is not bound to accept the lowest tender or any tender or to assign any reasons for non-acceptance.
- ii) MEA reserves right of selection of equipment without restrictions to price factor alone.
- iii) Deleted

Joint Secretary –DPA-III

SECTION-III
SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever, there is a conflict, the provisions herein shall prevail over the General Conditions of Contract.

1. The Performance Security unless deposited under GCC Clause 6.2 will be discharged by the purchaser not later 30 days following the date of completion of the supplier's performance obligations, including the Warranty obligations under the contract.
2. Insurance: For delivery of goods at site, the insurance including transit insurance shall be obtained by the supplier in an amount equal to 110% of the value of the goods from "warehouse to warehouse" (final destination) on "all risks" basis including war, risks, strikes, erection, storage etc. In any event the Goods are at the Supplier's risk until delivery and installation and commissioning at site.
3. For Import origin goods quoted, the Supplier or the Indian agent shall have to arrange at his own cost for all import/custom clearance handling formalities. Purchaser upon advance notice from supplier shall only provide the **CDEC (Custom Duty Exemption Certificate)**, Octroi Exemption Certificate, etc. wherever required.
4. **A. Minimum Qualification Criteria (For Equipments):**

Qualifying Minimum Requirements:

(To be supported with documentary evidence strictly as per instructions given as foot-note under Proforma for Performance Statement)

- i) Bidder should be a regular manufacturer or an authorised Indian agent for the type of stores offered.
- ii) An authorized Indian agent could be for (a) an imported origin equipment duly authorized by the foreign principal quoting through the Indian agent (b) an Indian origin equipment duly authorized by the Manufacturer
- iii) Indigenous Manufacturers to quote themselves or through their duly authorized Agent
In case of an items comprising group of items, then bidder may give Self Manufacturer's authorisation for main equipment and associated equipment from other manufactures of his choice (indigenous/ imported) for which Bidder shall submit Manufacturer's Authorisation as per the tender format.
- iv) Bidders should have in the past 5 years, satisfactory executed for the Item offered, at least one single order of like nature of item and **quantity not less than 25% or two orders of 12.50%** of quantity of the equipment as tendered against each items subject to a minimum of one quantity. The Bidders shall furnish "**End User Certificate**" which shall indicating end users contact details i.e. name of hospital, doctor, phone/ fax/ mobile nos. etc.
- v) Foreign bidder's performance report shall include same Indian agent by which this current bid is quoted.
- vi) Deleted

B. Other eligibility requirements:

- i) Bidder should have a present installed capacity/sales capacity to match the delivery requirements.
- ii) **The Bidder should submit audited balance sheet for the last 3 years duly signed and stamped by Chartered Accountant with their Membership number and Profit & Loss Account along with audited report for the last 3 years to enable the purchaser to assess the financial capability of the bidder or positive net worth of the bidder i.e company should be either profit making or have positive net worth failing the bid would be summarily rejected.**

Notwithstanding anything stated above, the purchaser reserves the right to assess the capability and capacity of bidder to perform the contract.

- iii) Clause 13 shall apply for the relevant items.
- iv) Bidder should not stand deregistered/banned/blacklisted by any government authorities and an undertaking for the same shall be submitted by the bidder on non judicial stamp paper duly notarized.

Note: The purchaser reserves the right to ask for a free demonstration of the quoted equipment at a predetermined place acceptable to the purchaser for technical acceptability as per the tender specifications, before the opening of the price bid.

- 5. **Five years Performance Statement:** Bidders should give performance statement of orders for similar items satisfactorily executed to sizeable value both in quantity & cost in comparison to items offered in the price bid.
- 6. **Bid Form: To be submitted by all bidders as per format enclosed. In case Bid Form is not submitted by the Bidder as per format, their bid shall be liable for rejection.**
- 7. In respect of equipment, the charges for 3 years Comprehensive Annual Maintenance Contract with spares (CAMC) (after initial 3 years comprehensive warranty period) year wise should be indicated separately & this will be included in the all inclusive lump sum price for purpose of evaluation of bids.
- 8. **Bidders have to purchase/ download one set of bid document. The Bidders shall deposit the requisite bid Document fee as per Clause 9(B) of Instructions to bidders.**
- 9. **Miscellaneous:**
 - a) While quoting for the Items, all components and quantities specified in the Item must be quoted. The purchaser will evaluate bid on an individual Item wise basis. **The bid shall stand rejected if all the components and quantities specified in any Item are not quoted.**
 - b) **Evaluation will be made on the basis of total all inclusive lump sum price value offered for the Item.**
 - c) The break up of “all inclusive lump sum price” of the Item; is also to be furnished in the price offered by bidder.

- d)
 - i) Bidders are requested to quote for the proven and time tested renowned brands of equipment/accessories having countrywide reputation and acceptance. The Purchaser, however, reserves the right to decide on it's own as to which of the brand/makes quoted by the bidders are to be considered or not to be considered as proven/reputed, for the purpose of evaluation.
 - ii) No bidder for the purpose of offering lowest price shall quote for local brands/refurbished/ reconditioned stores, which are not time tested, as these would be liable for rejection.
 - iii) Although bidder may quote for more than one brand for the same price, the purchaser shall have the right to select the brand amongst alternatives quoted and its decision will be binding on the bidder.
 - iv) **Bidder in their own interest can quote for items and services separately if in the view of bidder, the purchaser unknowingly omitted or expressively not indicated the requirements of items/services without which, the commissioning or acceptance of the equipment of the bidder will be a doubtful proposition.**
 - e) The Supplier directly or through his Indian agent wherever applicable will be liable for the contractual obligation including delivering the ordered goods and for undertaking satisfactory installation and commissioning etc. including warranty servicing and CAMC.
10. Bidders are to inspect the site premises and the proposed place of installation of equipment and certify their satisfaction that the proposed site is suitable and compatible for the installation of the offered unit. Bidder may take up with consignee for their site visit.
 11. Bidders are to ascertain normal power supply fluctuation range and to certify that it is compatible with the offered unit of equipment. A guarantee to such effect should be offered by each bidder along with details of electrical appliances proposed to be deployed for taking care of such fluctuation.
 12. Bidder's offer should be on a "Turn Key" basis for inclusion of all costs incidental to the same.
 13. For X-Ray and related equipment such of those bidders who have the approval/authorisation of BARC/AERB or equivalent as per the local statutory conditions shall only be considered and this clause to be read in conjunction with qualifying criteria clause.
 14. The substantial responsiveness of bidder will be determined as per MEA's own qualitative internal assessment in consultation with consignee, and with reference to bidders reasonable level of compliance to various stipulated terms and conditions in the Bid Document, Compliance to submission of various documentary supporting evidence, other related information along with the bid, the degree of performance status, and high order value execution for prestigious good clients etc. weight age given to bidder on qualitative basis by the evaluation committee, besides other merits of the bidder such as proven source market reputation, past experience and feed back gained in respect of bidder etc. Accordingly, in with the above, the purchaser reserves the right

as not liable to bidder on account of this prudent internal assessment and that bidder shall have no claims whatsoever.

15. Bidders must take into consideration in its bid, costs to be incurred for any additional work pertaining to civil, Electrical, Plumbing, sanitary, Radiation protection as per Govt. regulation, furniture, servo stabilisers, U.P.S. etc. required for successful installation testing and commissioning of the system and the “All inclusive lump sum price” should include all such costs, each **Item** is to be considered a package in itself and suppliers to execute the order package on a “turn key basis” including all civil, electrical, air – conditioning & allied requirement for the equipment, at the site.
16. Every effort has been taken to put forth general specifications in this bid documents. If inadvertently, any of the specification drawn happens to match with the specifications of any one particular firm’s product only, in respect of critical parameters, than it will not automatically mean that this particular firm’s offer is only technically suitable. In general, the specifications offered by other firms will be assessed in their own entirety to ascertain whether or not the board functions in general expected of the equipment are available with reasonable tolerance on the desired requirements of the purchaser and accordingly the offers would be considered based on prudent assessment of the purchaser.
17. Bidders who have paid the Bid Document Fee as per Clause 9[B] of ITB are only eligible to quote.
18. The supplier/manufacturer shall be made responsible for organising timely clearance/delivery of the equipment from the custom authorities by appointing custom agent, if necessary, and shall also arrange to transport the equipment to the destination including installation and commissioning of the same. Necessary insurance shall also be arranged by the supplier/manufacturer covering all these activities including transit insurance from destination to destination.
19. To ensure timely completion of project, in the event of receipt of only one bid or few bids received for any **Items** not fully meeting all tendered conditions, then the tender committee constituted could take prudent decision to accept the offer(s) which first comply by legitimately relaxing any one non stringent condition without affecting major functional requirement.
20. **The following clause needs to be read in conjunction with Clause 6 of ITB and Clause 26.2 of GCC & will prevail upon the description given for warranty elsewhere in the tender document/ with Equipment Specifications:**

Warranty for Medical Equipments:

“Supplier/ Manufacturer should provide 3 years full onsite comprehensive warranty with spares and 3 years Comprehensive Annual Maintenance Contract (CAMC) (with spares) for the 4th, 5th & 6th year after expiry of initial three years satisfactory comprehensive warranty with spares. Warranty will start only from the date of final acceptance of the machine at the department and price quoted inclusive of these criteria.

CMC (Labour + Spares) and AMC (Labour only) rates beyond the above period need not be quoted by bidder but contact details of the organization should be provided so that the option can be executed by **Director NAMS for Nepal- Bharat Maitri Emergency and Trauma Centre (NBMETC) Kathmandu, Nepal** for availing AMC/ CMC services.”