

BID DOCUMENT

**INVITATION FOR BIDS FOR SUPPLY, INSTALLATION, TESTING &
COMMISSIONING OF MEDICAL EQUIPMENT
FOR
NORTH EASTERN INDIRA GANDHI REGIONAL
INSTITUTE OF HEALTH & MEDICAL SCIENCES
(NEIGRIHMS)
AT
SHILLONG**

Only through E-Tendering System

NATIONAL COMPETITIVE BIDDING

BID REFERENCE: IFB No. HSCC/PUR/NEIGRIHMS/2011 Dated 12.5.2011

THROUGH

HSCC (I) LTD.

(A Govt. of India Enterprises)

Plot No. 6A, Block-E, Sector-1, NOIDA (U.P.) – 201 301.

Tel: 0120-2542436,37,38,40 Ext. 202, 0120-2443102

Fax : 0120-2542447.

FORWARDING LETTER

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

Our Ref.: IFB No. HSCC/PUR/NEIGRIHMS/2011 Dated 12.5.2011.

Your ref: _____

SUBJECT: INVITATION FOR BIDS FOR SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF MEDICAL EQUIPMENTS FOR NORTH EASTERN INDIRA GANDHI REGIONAL INSTITUTE OF HEALTH & MEDICAL SCIENCES (NEIGRIHMS) AT SHILLONG - **Only through E-Tendering System**

Sir

1. Enclosed please find bid document for the **Schedule** of item.
2. The date for the Bid Uploading and opening will be as per IFB. However, in the event of the day of receipt of EMD, Bid Document Fee & opening of tender being declared a holiday, the due date of receipt of EMD, Bid Document Fee & opening of tender will be the following working day at the same time.
3. The bidder is eligible to quote for the equipment 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 26.05.2011 at 2.30PM at NEIGRIHMS, Mawdiangdiang, Shillong-793018 (Meghalaya). 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 website www.tenderwizard.com/hsc_only_by_03.06.2011. Bidders are therefore requested to visit this website on regular basis for amendments is any.

Kindly acknowledge the receipt of the Bid Document.

Director, NEIGRIHMS, Shillong

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

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. Bidders to quote all inclusive lump sum price with 5 years on buy-back basis with Comprehensive Warranty with spares. Bidder shall also quote 5 years CMC Charges with spares after initial 5 years warranty period which shall be included in the lump sum buy-back price for the purpose of price evaluation of bids.
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. **Bidders in their bid must quote the applicable Statutory Levies/Taxes/Duties/Cess or any new Levies/ Taxes/Duties/Cess/Service Tax otherwise bid will be rejected.**
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 a Schedule 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.
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 of ITB, the Bid Form, signed by the Bidder which stipulates acceptance of all the terms & conditions of bid document shall supercede all other terms & conditions given by the bidder in their bid.

General Conditions of Contract (GCC)

10. **Delivery** - 12 - 16 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% as per Clause No.15 of GCC.
14. **Warranty** - As per Clause 26 of GCC.

Minimum Qualification Criteria as per Clause 4 of SCC

14. **Minimum Qualification Criteria** - As per Clause 4 A (iii) of SCC. In case of a Schedule comprising group of items, then Bidder may give Self Manufacturer's authorisation for main equipment and for associated equipment from other manufacturers of his choice (indigenous/imported) for which Bidder shall submit Manufacturer's Authorization as per the Tender format.
15. **Minimum Qualification Criteria** - As per Clause 4 A (iv) of SCC. Bidders should have in the past 5 years, satisfactory executed for the **Schedule** offered at least one single order of tendered quantity of the equipment as tendered against the Schedule. Bidders shall furnish "End User Certificates/Client Certificates" indicating contact details i.e. name of person, phone/fax /mobile nos. etc. Performance Certificates/Client Certificates should be only those for which Order Copies are being submitted by the bidder.
16. **Other eligibility requirements** - As per Clause 4 B (ii) of SCC. The Bidder should submit audited balance sheets and Profit & Loss Accounts along with audited reports for the last 3 years to enable the purchaser to assess the financial capability of the bidder or positive net worth of the bidder.

- 17. **Bid Form** - Must be submitted as per Clause 6 of SCC in the given format. **In case Bid Form is not submitted by the bidder, their bid will be liable for rejection.**
- 18. **Components & Quantities** - All components/ quantities of the Schedule must be quoted as per Clause 9 of SCC.
- 19. **Turnkey activities** - The offer should be on turn-key basis including all costs incidental to the same as per Clause 12 & 15 of SCC.
- 20. **Procurement of CT Scan on Buy Back Basis** - Refer Clause 23 of SCC

NEIGRIHMS

(NORTH EASTERN INDIRA GANDHI REGIONAL INSTITUTE OF HEALTH & MEDICAL SCIENCES)
(An Autonomous Institute, Ministry of Health & Family Welfare, Govt. of India)

INVITATION FOR BIDS (IFB) – National Competitive Bidding (Through E-Tendering)

IFB Reference: HSCC/PUR/NEIGRIHMS/2011

Dated : 12.5.2011

North Eastern Indira Gandhi Regional Institute of Health & Medical Sciences (NEIGRIHMS) under Ministry of Health & Family Welfare, Govt. of India, through their consultants HSCC (India) Ltd. invites bids through E-Tendering from manufacturers/authorized Indian Agents in Single stage two bid system for Supply, Installation, Testing & Commissioning of Medical Equipment for NEIGRIHMS, Shillong.

Schedule Name	Description	Quantity	Last Date of Submission of Bids	Bid Security (in Rs.)
RAD -1	CT Scan (64-slice) on Buy Back Basis with existing CT Scan - (Refer Clause SCC23 of the bid document)	1 no.	14.6.2011	10,00,000.00

Please log on to www.tenderwizard.com/HSCC , <http://www.hsccltd.co.in> & www.neigrihms.nic.in for downloading bid document. Bid Document can be downloaded from 12.5.2011 to 14.6.2011.

Please log on to www.tenderwizard.com/HSCC for uploading your bid and for participation through E-Tendering. All corrigendums/modifications/corrections, if any, will be published on www.tenderwizard.com/HSCC only. Bidders are requested to visit this website on regular basis for amendments is any.

Director, NEIGRIHMS, Shillong

NEIGRIHMS

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These tenders are invited only through **e-tender system** in order to enhance transparency in the tendering process.

S. No.	Description	Schedule
1).	Place of downloading of bid document	www.tenderwizard.com/HSCC
2).	Date & time of down loading of bid document from the website mentioned above	From 12.05.2011 to 14.06.2011 up to 11.00 A.M.
3).	Training to prospective bidders for submission of bids on e-tendering basis	23.05.2011 at 2.30 P.M.
4).	Venue of Training	HSCC (India) Ltd., E-6A, Block-E, Sector-1, NOIDA (U.P.) – 201 301
3).	Pre-bid meeting date & time	26.05.2011 at 2.30 P.M.
4).	Venue of pre-bid meeting	NEIGRIHMS, Mawdiangdiang, Shillong-793018.
5).	Pre-bid meeting query response date & time on the website mentioned above	03.06.2011, by 4.00 P. M.
6).	Last date & time for submitting Bid Document Fee at HSCC, E-6A, Block-E, Sector-1, NOIDA	14.06.2011 up to 11.00 A.M.
7).	Last date & time for submitting Bid Security/EMD at HSCC, E-6A, Block-E, Sector-1, NOIDA	14.06.2011 up to 11.00 A.M.
8).	Last date & time for electronic submission/up-loading of bid on www.tenderwizard.com/HSCC	14.06.2011 up to 11.00 A.M.
9).	Techno-commercial opening of bids on e-tendering basis at HSCC, Noida	14.06.2011 up to 11.30 A.M.

- i). Bid evaluation will be made on the basis of total "All inclusive lump sum price" to be offered for each equipment. Any part/incomplete offer in respect of equipment/store shall be rejected.
- ii) For goods of imported origin, a foreign manufacturer can quote through their authorized Indian agent.

- 1). Bid Document Fee is Rs. 2500/- (non-refundable). Bid document fee paid is non-refundable and the bid documents are non-transferable.
- 2). All prospective bidders may attend the training program to be held on 23.5.2011 at 2.30 PM at HSCC, Noida office for training for E-Tendering.
- 3). **Bid Document Fee** (in the form of cash/DD of Rs.2500/-) of the amount as mentioned in the bid document is payable by crossed account payee Demand Draft drawn in favour of **HSCC (I) Ltd.** drawn on any nationalised/scheduled bank payable at NOIDA/New Delhi should be deposited by **hand/post/courier** at HSCC, E-6A, Sector-1, Noida-201301 on or before the due date & time of submission of bids as mentioned above.
- 4). **Bid validity** is 180 days from the date of submission of bids.
- 5). **EMD/Bid Security** (in the form of DD/FDR/Banker's Cheque/Bank Guarantee) of amount as mentioned in the bid document is payable in favour of **Director, NEIGRIHMS, Shillong** drawn on any nationalised/scheduled bank should be deposited by **hand/post/courier** at HSCC, E-6A, Sector-1, Noida-201301 on or before the due date & time of submission of bids as mentioned above. EMD to remain valid for a period of 45 days beyond the bid validity period.
- 6). In the event of any of the above tender opening/closing dates being declared as holiday/closed day for the purchase organization, the bids will be sold/received/opened on the next working day at the stipulated time.
- 7). **Corrigendums/modification/corrections, if any, will be published in the website** (www.tenderwizard.com/HSCC) only.
- 8). Bids to be submitted on-line in single stage two bid system, i.e., Techno Commercial Bid (un-priced bid) and Price bid, for the above, including Bid Security & Bid Document Fee.
- 9). The successful bidder will be required to furnish **Contract Performance Security for 10% of contract value** in the form of Demand Draft/Bank Guarantee drawn in favour of **Director, NEIGRIHMS, Shillong** from any Nationalised bank payable at Shillong within 10 days of issue of notification of award of contract. All relevant terms and conditions of tender and other details are available in bid documents.
- 8). In case of goods of import origin, foreign manufacturer can quote through their authorized Indian agent. Indian manufacturers to quote directly, not through any Agent.
- 9). Bidder's request for waiver, alteration etc in respect of bid document fee, Bid Security, contract Performance Security will not be accepted & hence no formal reply will be given for such request.
- 10). NEIGRIHMS reserves the right to accept or reject any or all of the tenders in full or in part including the lowest bid without assigning any reasons thereof or incurring any liability thereby.

Director, NEIGRIHMS, Shillong

INSTRUCTION FOR E-TENDERING

Bid Documents can be downloaded from www.tenderwizard.com/HSCC ,
<http://www.hsccltd.co.in> & www.neigrhms.nic.in from 12.5.2011 to
14.6.2011 up to 11.00A.M.

The bidder should have **Digital Signature Registration** and **Vendor's Registration** for participation in e-tendering i.e filling up the formats and uploading of the bid on the website www.tenderwizard.com/HSCC.

The bidder shall have to log on www.tenderwizard.com/HSCC for **Vendor's Registration** through the link "**Register Me**". The bidder shall have to pay Rs.1000/- + Service Tax (as applicable) for Vendor Registration as described in the link '**Register Me**'.

In order to bid for HSCC e-tenders all the bidders are required to obtain a legally valid digital certificate as per Indian IT Act from licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities of India. The bidder may use the **Digital Signature** (the user ID & password) registered from licensed CAs' such as:

<http://www.safescrypt.com/>
<http://www.tcs-ca.tcs.co.in/>
<http://www.mtnltrustline.com/>
<http://www.gnvfc.com/>

In the context of **Digital Signature Registration**, the bidder may also take help from M/s. KEONICS. The minimum time required for such Registration is 10 days and charges for getting Digital Signature are Rs.3640/-.

Bidders shall fill-up the following formats of the Techno-Commercial Bid and Price Bid, only after getting Digital Signature Registration & up-load them in the portal site www.tenderwizard.com/HSCC after getting Vendor Registration.

Techno-Commercial Bid

- i). Bid Form
- ii). Commercial Format
- iii). Commercial Compliance Format
- iv). Technical Compliance Format
- v). Proforma of Performance Statement

Price Bid

- i). Price Schedule (Imported product/Price Schedule (Domestic Product)
- ii). CMC Price Schedule

The Bidder also must upload the following scanned copies along with above tender formats as attachments to the techno-commercial bid. The following documents must be signed and stamped by the bidders before scanning & attachment:

- i). Bid Form on the letter head of the bidder
- ii). Copy of DD/HSCC Receipt for Bid Document Fee in case deposited by cash
- iii). Copy of Demand Draft (DD)/FDR/BG/Banker's Cheque for Bid Security Fee
- iv). Foreign Manufacturer's Authorisation Form as per tender format
- v). Power of Attorney on the Letter Head of the bidder
- vi). Product Brochure/Literature/Catalogues
- vii). Proforma of Performance Statement for the last 5 years with details and Satisfactory Performance Certificates as mentioned in the Performance Statement
- viii). Purchase Order Copies in respect to the above Performance Certificates
- ix). Audited balance sheets with Profit & Loss Account along with audited reports for the last 3 years duly signed and stamped by Chartered Accountant with Membership No.
- x). Valid AERB/BARC certificate
- xi). Certificate of Incorporation

The Bidder shall ensure that the bid complete in all respects must be uploaded on the website www.tenderwizard.com/HSCC on or before the closing date & time indicated in the bid document. No rectification in the bid is possible after submission of the bid on-line.

The Bidders shall ensure that EMD in the form of DD/BG/FDR/Bankers Cheque along with Bid Document Fee in the form of DD/Cash (Copy of cash Receipt) of the indicated amount must be submitted at HSCC (India) Ltd., E-6(A), Sector-I, Noida, on or before the closing date and time as mentioned in the bid document failing which the bids shall be treated as late and rejected.

Only the **Techno-Commercial bid** shall be opened on 14.6.2011 at 11.30 A.M.. The techno-commercial bid shall not be opened of those bidders who have not complied with the provisions of the Bid Document Fee and Bid Security clause in the tender document. Based on Techno-Commercial evaluation, the **Price bids** of only those bidders, who are found technically and commercially eligible, shall be opened at a later date to be intimated to them.

SECTION-I

INSTRUCTIONS TO BIDDERS (ITB)

This bid document should be read in conjunction with the Press Tender Notice/IFB, Ref. No. HSCC/PUR/NEIGRIHMS/2011 Dated 12.5.2011, a copy of which is enclosed in this document and all clauses to be read in conjunction with any other instruction given elsewhere, 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) Instructions for E-tendering, (iv) Section I (ITB), (v) Section II (GCC), (vi) Section III (SCC), (vii) Annexure-1 (Description & Specifications), (viii) Formats for Bid form, Performance Statement Proforma, Manufacturer's Self Authorisation form & Manufacturer's Authorization form (for Equipments of Imported origin), Commercial Compliance, Technical Compliance, Consignee receipt, Price Schedule (Imported product/Domestic Product), CMC Price Schedule.
- 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 NEIGRIHMS 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 in writing to any request for clarification of the Bidding Documents that it receives **not later than the date of Pre-bid Meeting**. 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 by the date mentioned in the Forwarding Letter.

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 web-site www.tenderwizard.com/HSCC only.

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 two-part Bid, that is, Techno-commercial bid and Price bid prepared by the Bidder shall comprise the following:

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

- i) Bid Security furnished in accordance with Clause 9.
- ii) Detailed technical specifications of **Schedules** quoted and if applicable, along with Catalogue / Literature fabrication drawings, make and model of the equipment offered with prices blanked (without indicating the prices).
- iii) Statement of parameter-wise Compliance from Tendered Commercial conditions.
- iv) Statement of parameter-wise Compliance & Deviations from tendered Technical specifications.
- v) Authority Letter from manufacturer in case Bid is submitted by Agents;
- vi) Bidders to indicate Name and Address of their Bankers; and
- vii) Last 3 years audited balance sheets duly stamped & signed by Chartered Accountant with Membership No.
- viii) Documentary evidence established in accordance with Clause 7 that the Bidder is qualified to perform the contract if its Bid is accepted.
- ix) 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;
- x) Proof of payment of Bid Document Fee as per clause 9[B].

- b) Price Bid: The information given at Sr. No. 5 (a) (ii) above should be reproduced but with prices indicated. The prices shall be all inclusive lumpsum prices as per description given at Clause No. 6.

6. **BID PRICE :**

- 6.1 (a) The Price bid for the **Schedule** to commensurate with scope of supply indicated against the **Schedule** and should indicate all inclusive lump sum price offered for equipment/store comprising the **Schedule on buy-back basis** including cost of the stores, freight, insurance, transit insurance, packing forwarding, VAT, 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 **five years comprehensive warranty** service with spares with downtime not more than 48 hours, regular maintenance plans during warranty period.

The all inclusive lump sum price on buy-back basis should be on F.O.R. Site (i.e. destination), 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 on buy-back basis as per price schedule formats of the bid document.

No other charges in addition will be payable on any account over & above the lump sum price quoted on buy-back basis. Prices should be given both in figures & 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. VAT, whichever applicable will be incorporated in the above all inclusive lump sum price on buy-back basis. Custom duty exemption certificate and octroi exemption certificate will be issued by consignee and price to be quoted accordingly.

Bidders in their bid must quote the prevailing applicable Statutory Levies/Taxes/Duties/Cess or any new Levies/Taxes/Duties/Cess/Service Tax otherwise their bid will be rejected.

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.

Charges for five years Comprehensive Maintenance Contract (CMC) with spares & labour + prevailing Service Tax, with downtime not more than 48 hours, with year-wise break-up to be quoted separately after completion of initial five years comprehensive warranty as per format in bid document.

Bidders in their own interest shall ascertain the eligibility of whatsoever concessions and exemptions eligible and applicable and shall advise the purchaser and quote accordingly. Bidders shall indicate the actual amount of octroi, excise duty, VAT, 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" on buy-back basis and giving its break up of as FOB (Free on Board), Insurance, CIF (Cost Insurance Freight), 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/NMIC will be provided by NEIGRIHMS/MOHFW.

- 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 Purchaser will evaluate the bids on the basis of total of all inclusive lump sum price value offered on buy-back basis with 5 years warranty & 5 years CMC charges after warranty offered for the Schedule.
- 6.3 **The total of all inclusive Lump sum price on buy-back basis and grand total of charges for 5 years Comprehensive Maintenance Contract (with spares & labour) + prevailing Service Tax is required for the purpose of bid evaluation** and the payment to prospective suppliers will not include payment of CMC charges at the time of payment for delivery/receipt of goods. The quantum of 5 years CMC charges with spares & labour and prevailing Service Tax 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, 4th year & 5th year after initial five 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.

Refer Price Schedule Formats A, B & C of the Bid Document.

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 of import origin 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 a Schedule 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 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) detailed description of the Goods essential technical and performance characteristics;

- b) 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/EMD**
- 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. The Bid Security shall reach as per IFB.
- 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(DD)/Bank Guarantee(BG)/Fixed Deposit Receipt(FDR)/Banker's Cheque drawn in favour of **Director, NEIGRIHMS, Shillong** from a Nationalised/Scheduled bank and it must be submitted as per the enclosed format and submitted by hand/post/courier in the office of HSCC (India) Ltd., E-6A, Sect-1, Noida-201301 (U.P.), on or before the due date & time of submission of bids. EMD to remain valid for a period of 45 days beyond the bid validity period. Bid Security/EMD should be enclosed in a sealed envelope & addressed as HSCC (India) Ltd., E-6A, Sect-1, Noida-201301 (U.P.) & marked as "Bid Security/EMD" and mentioning IFB Reference & Schedule RAD-1 on the envelope. HSCC shall not be responsible for any delay in submission of Bid Security.
- Any bid received without Bid Security/EMD shall be rejected and shall not be considered for bid opening.**
- 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.2500/-. Bid Document Fee paid is non-refundable and the Bid Documents are non-transferable. Bidders will submit the Bid Document Fee at HSCC office at Noida. Bid Document Fee can be deposited in the office of HSCC (India) Ltd., E-6A, Sect-1, Noida-201301 (U.P.) either in cash or through crossed account payee Demand Draft drawn in favour of **HSCC (I) Ltd.** drawn on any nationalized/Scheduled bank payable at NOIDA/New Delhi, before due date & time of submission of bids. Demand Draft/HSCC Receipt of Bid Document Fee (paid by cash) should be enclosed in a sealed envelope & addressed as HSCC (India) Ltd., E-6A, Sect-1, Noida-201301 (U.P.) & marked as “Bid Document Fee” and mentioning IFB Reference & Schedule RAD-1 on the envelope. HSCC shall not be responsible for any delay in submission of Bid Document Fee.

Any bid received without Bid Document Fee shall be rejected and shall not be considered for bid opening. 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 Bidder has to submit his bid only through E-Tendering.** The Bidder shall prepare single stage Two part bids, i.e. Techno Commercial Bid (un-priced) and Price Bid and upload in the site www.tenderwizard.com/HSCC through e-tendering. All Techno-commercial & Price Bid Formats of the bid document should be duly filled by the Bidders.

11.2 Unless otherwise mentioned, the e-tenders shall contain all the documents including technical literature, catalogues, order copies, clients/end-user certificates for satisfactory performance of the equipment offered, balance sheets etc. as per the requirement as per

Instructions for E-Tendering. 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 Bidders has to submit their bid only through E-Tendering.

- 12.2 The bidder shall up-load supporting documents as indicated in the Instructions for E-Tendering on the site www.tenderwizard.com/HSCC through e-tendering. The bidders must ensure that they have to submit the bid with-in the stipulated time as specified in the bid document through e-tendering mode.

It is responsibility of the bidder to ensure that EMD & Bid Document Fee whether sent by post or by person are reached to the office of HSCC (India) Ltd., E-6A, Sec-1, Noida-201301 (U.P.) within the specified submission date & time as per the bid document. In the event of specified date for submission of the bids fall on/is subsequently declared a holiday or closed day for the purchaser, the bids will be received up to the appointed time on the next working day.

- 12.3 The bids cannot be up-loaded after the specified date & time for submission of the bids as mentioned in the bid document.
- 12.4 The Bid Security & Bid Document Fee must be submitted in the office of HSCC (India) Ltd., E-6A, Sect-1, Noida-201301 (U.P.) by the specified submission date & time as per the bid document.

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 on the specified 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.

A bid which is received after the specified date & time for receipt of the bids will be treated as late bid & will be ignored.

- 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 No Bid can be uploaded on the site after the deadline for submission of Bids prescribed by the Purchaser, pursuant to clause 13.
- 14.2 The Bidder shall ensure that bid complete in all respect must be up-loaded on the website www.tenderwizard.com/HSCC on or before the closing date & time indicated in the bid document. No other rectification in the bid is possible after submission of the bid on-line.
- 14.3 No tender shall be withdrawn after the deadline for submission of the tender and before expiry of the bid validity period. If a bidder withdraws its bid during this period, it will result in forfeiture of the earnest money furnished by the bidder in its bid.

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

- 15.1 The Purchaser will open the Techno-commercial bid only, on the due date and time as mentioned in the IFB.
- 15.2 The Bidders' names, the presence or absence of the requisite Bid Security, Bid Document Fee, Model & Make of equipment offered shall be made available at the time of bid opening through E-Tendering.
- 15.3 Price Bid of bidders whose offers (Techno-commercial bids) 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 at bid opening shall not be considered further for evaluation irrespective of the circumstances. Withdrawn bids shall not be considered.
- 15.5 **Non-submission of EMD/Bid Security & Bid document fee by any bidder will render the bidder invalid and such bidder's bid will not be opened. EMD to remain valid for a period of 45 days beyond the bid validity period, otherwise bid will be rejected.**

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 a clarification of its 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), Bid Form (SCC Clause 6) 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.

In case of any deviation to the Warranty (GCC Clause 26), Force Majeure (GCC Clause 17), Applicable law (GCC Clause 22) and Taxes & Duties (GCC Clause 24) in the Techno-commercial/ Price Bid, the Bid Form, signed and accepted by the Bidder, which stipulates acceptance of all the terms & conditions of tender document, shall super cede all other terms & conditions given in the tender by the Bidder.

- 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.

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.

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 3 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 for any Schedule in the form of a Demand Draft/Bank Guarantee valid during the warranty period of 5 years from installation & commissioning of equipment, drawn in favour of **Director, NEIGRIHMS** payable at Shillong from a Nationalised/Scheduled 1st Class 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 go for fresh tendering.

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.

Director, NEIGRIHMS, Shillong

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 on buy-back basis**" 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., NEIGRIHMS acting through their Consultants HSCC (I) Ltd.
 - (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. Consignees as designated by NEIGRIHMS, Shillong.

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 to be 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 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 of the Goods shall be made by the Supplier within 12-16 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 and installation and commissioning to be done wherever applicable within 04 weeks thereafter. 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.

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 at site. Insurance policy shall be valid upto date of installation & commissioning. Proof of Insurance shall be made available before issuance of dispatch clearance.
- 10.2 For delivery 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, fire, theft, terrorism, natural calamities etc. In any event the Goods are at the suppliers risk and should be under valid Insurance policy until their delivery, installation & commissioning at site.

11. **TRANSPORTATION:**

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

12. **PAYMENT:**

- 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 NEIGRIHMS/HSCC 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). ISO 13485 & 9001 Certificates
 - 7). Copy of Airway Bill/Bill of Lading (in case of imported goods)
 - 8). Copy of Bill of Entry (in case of imported goods)

- 9). Insurance certificate valid up to installation & commissioning of equipment at site
 - 10). ISO Certified Third Party Inspection Report for conformity to contract specifications
 - 11). Invoice
 - 12). Dispatch Clearance Certificate of HSCC
 - 13). Consignee Receipt Certificate from NEIGRIHMS/HSCC
 - 14). 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 NEIGRIHMS/HSCC, Invoice as per provisions in Clause GCC 15.

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

Director, NEIGRIHMS, Shillong

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). ISO 13485 & 9001 Certificates
- 7). Airway Bill/Bill of Lading
- 8). Insurance certificate valid up to installation & commissioning of equipment at site
- 9). ISO Certified Third Part Inspection Report for conformity to contract specifications
- 10). Invoice of LC amount
- 11). Dispatch Clearance Certificate of 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 NEIGRIHMS/HSCC.

For equipment quoted in foreign currency, payment shall be made through LC at an exchange rate prevailing on the date of negotiation of LC.

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 NEIGRIHMS/HSCC.
- 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:

Director, NEIGRIHMS, Shillong

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 despatched only after ensuring prudent inspection carried out from ISO Certified third party Inspection Agencies viz. LLOYDS/SGS/CSIO/ERTL etc. and proof of such documents submitted to HSCC for the goods inspected. Inspection Agency shall carry-out testing of equipment and submit test reports along with confirmation of point-wise technical compliance of the equipment with respect to tender specifications. HSCC on receipt of such documents shall issue Dispatch Clearance Certificate.

To enable HSCC to issue Despatch Clearance Certificate, supplier/manufacture is to submit following documents:

- 1). Country of Origin Certificate
- 2). Quality & Quantity Certificate
- 3). Packing List
- 4). Internal Factory Inspection Report
- 5). Warranty Certificate
- 6). ISO 13485 & 9001 Certificates
- 7). ISO Certified Third Party Inspection Report for conformity to contract specifications

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

Director, NEIGRIHMS, Shillong

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 Dispatch Clearance Certificate by HSCC.

- 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 price bids 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 delayed portion of work. 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 terminate.

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 remainder 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 Indian Arbitration by Indian Council of Arbitration in accordance with the Arbitration & Reconciliation Act 1996 with latest amendments if any.
- 20.3 Venue of Arbitration shall be at Shillong.

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 Union 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 other wise 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 warranty shall remain valid (subject to clause 26.4) for 60 months after the Goods have been satisfactorily installed & commissioned as duly certified by the appropriate authority.

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.

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 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 NEIGRIHMS's sole discretion before packing at the manufacturer's premises and on receipt at site by NEIGRIHMS/HSCC nominated representatives. The decision of NEIGRIHMS in the matter of acceptability of the stores will

be final and binding. In case NEIGRIHMS/HSCC desires, the demonstration/inspection and trials/testing will have to be got conducted at site at no extra cost.

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: (If required)

Free demonstration, operational and maintenance training for six weeks will have to be provided to Radiologists at the site of installation.

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 JURISDICTION:

All disputes arising out of the contract shall (subject to clause 20) be subject to the jurisdiction of the appropriate court at Shillong only.

Special Note: (Forming part of SCC).

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

Director, NEIGRIHMS, Shillong

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, fire, theft, terrorism, natural calamities etc. In any event the Goods are at the Supplier's risk and should be under valid Insurance Policy until their delivery, installation & 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 authorised Indian agent could be only for an imported origin equipment duly authorized by the foreign principal quoting through the Indian agent.
- iii) Indigenous Manufacturers to quote themselves and not through any agent.

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

- iv) Bidders should have in the past 5 years, satisfactory executed for the **Schedule** offered at least one single order of tendered quantity of the similar equipment as tendered against the Schedule. The Bidders shall furnish "**Performance Certificates from End User**" which shall indicating end-users contact details i.e. name of hospital, doctor, phone/fax /mobile nos. etc. Bidders shall also certify that they have not supplied equipment with similar specification to any other organisation, at prices lower than the rates offered in response to the present IFB.

- v) Foreign bidder's performance report shall include same Indian agent by which this current bid is quoted.
- vi) Alternatively foreign bidder's performance in India could be seen in isolation in the event of quoting through new Indian agent duly authorized by him.

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 sheets 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.

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.

- 5. **Five years Performance Statement:** Bidders should give performance statement of orders for similar Schedule items satisfactorily executed to sizeable value both in quantity & cost in comparison to **Schedule** offered in the 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, year-wise break-up of Comprehensive Maintenance Contract (CMC) Charges should be indicated separately. Total of charges for 5 years Comprehensive Maintenance Contract (with Spares + Labour) + prevailing Service Tax will be added to the lump sum price offered on buy-back basis offered with initial 5 years comprehensive warranty period for the purpose of evaluation of bids.**
- 8. Bidders to download one set of bid document for participation. 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 **Schedules**, all components and quantities specified in the **Schedule** must be quoted. The purchaser will evaluate bid of the **Schedule**. The bid shall stand rejected if all the components and quantities specified in the Schedule are not quoted.
 - b) **Evaluation will be made on the basis of total of all inclusive lump sum price value offered on buy-back basis with 5 years warranty & 5 years CMC charges (labour+spares) with prevailing Services Tax offered for the Schedule.**
 - c) The break up of "all inclusive lump sum price" of the **Schedule**; 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 or otherwise of the equipment of the bidder will be a doubtful proposition.
- e) Deleted.
- f) 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 CMC.
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 in the **Schedule** only such of those bidders who have the approval/authorisation of BARC/AERB 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 HSCC'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 line 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 not claims whatsoever.

15. **Besides 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” on buy-back basis should include all such costs, each Schedule is to be considered a package in itself and suppliers to execute the order package on a “turn key basis” on turnkey basis as per laid down specifications of AERB, including all civil, electrical, air-conditioning & allied requirement for the equipment, at the site allocated by NEIGRIHMS, Shillong.**
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 broad 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 & EMD/Bid Security as per Clause 9 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 the **Schedule** 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 5 years full onsite comprehensive warranty for CT Scan System (incl. X-Ray Tube & all accessories) with spares from the date of installation and 5 years Comprehensive Maintenance Contract (CMC) (with spares + Labour & Services Tax) for the 6th, 7th, 8th, 9th & 10th year after expiry of initial five 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.

98% up-time warranty period of complete equipment with extension of Warranty period by double the down time period (with downtime not more than 48 hours) on 24 hrs. x 7 days x 365 days basis.

98% up-time CMC period of complete equipment with extension of CMC period by double the down time period (with downtime not more than 48 hours) on 24 hrs. x 7 days x 365 days basis.

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 NEIGRIHMS, for availing AMC/ CMC services.”

21. Bidders should provide list and cost of probes, accessories & consumables separately in their Bid for procurement in case of future requirement.

22. If bidder has any additional advanced applications or technique available with them, the same may be quoted as option. Optional item(s) price(s) should be quoted separately as per price schedule formats.

Note: Rates of optional items quoted by the bidders shall not be considered for price evaluation. The price of any item quoted as optional item by the bidder but which is actually part of standard tender specification, shall be considered together with quoted price of tendered items, for evaluation purpose.

23. Bidding for purchase of CT Scan (64-slice) on exchange/buy back basis:

Note : 1). Bidders are requested to visit & inspect the site of installation of existing CT Scan Machine Model Tomoscan EG SN 2352, Philips, installed at NEIGRIHMS on 21.3.2000.

2). Bidder shall carry-out all site activities with due approvals from NEIGRIHMS/ concerned authorities to dismantle the existing CT Scan machine and install & commission the new offered CT Scan machine on turnkey basis as per laid down specifications of AERB, including all civil, electrical, air-conditioning & allied requirement for the equipment, at the site allocated by NEIGRIHMS, Shillong.

3). Existing CT Scan Machine Model Tomoscan EG SN 2352, Philips shall be taken out by supplier from NEIGRIHMS premises with due approval from NEIGRIHMS, and only after the issue of Installation & Commissioning Certificate of new CT Scan machine by NEIGRIHMS.

4). Once existing Model Tomoscan EG SN 2352, Philips is taken out by supplier from the premises of NEIGRIHMS, supplier shall be entirely responsible for it.

5). Bidder shall quote for price of new CT Scan & price of existing old CT Scan Machine Model Tomoscan EG SN 2352, Philips installed at NEIGRIHMS and shall quote difference of these prices (buy-back basis). Bids will be evaluated on the basis of total of buy-back offered price + CMC Charges for 5 years as mentioned elsewhere in the bid document.

Please refer Price Schedules A & B enclosed for the same.

- 6). Purchaser has the right to trade (buy-back) or not to trade the existing CT Scan Machine at NEIGRIHMS, while purchasing the new CT Scan Machine, with the provision to increase the quantity to 2 nos.

Director, NEIGRIHMS, Shillong

FORMATS

BID FORM

IFB Ref.HSCC/PUR/NEIGRIHMS/2011 dt. 12.5.2011

SCHEDULE: RAD-1

To: The Director,
NEIGRIHMS,
Shillong-793018 (Meghalaya).

Having examined the Bidding Documents including if any Addenda Nos. issued _____, the receipt of which is duly acknowledged, we, the undersigned, offer to supply and deliver..... (Description of Goods and Services) in conformity with said bidding documents.

We, undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified.

If our bid is accepted, we will submit performance security in a sum of equivalent to 10% of the Contract Price for the due performance of the contract.

We agree in consideration of Rs.100/- if demanded to abide by this bid for a period of 180 (one hundred eighty) days after the date fixed for bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid together with your written acceptance thereof shall constitute a binding contract between us.

We enclose our Comprehensive Maintenance Contract (CMC) charges with prevailing Service Tax for five years after five years warranty, which forms part of our bid.

We confirm that stipulated Bid Security is enclosed herewith as a part of bid.

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

We accept all your terms and conditions stipulated in this tender document without deviations, both technical & techno-commercial.

Dated this..... Day of..... 2011.

(Signature)

(In the capacity of)

Duly authorised to sign Bid for and on behalf of
Name of Bidder

Name & Designation of Authorized Signatory
Sign.

INDIAN MANUFACTURER'S SELF AUTHORIZATION FORM

IFB Ref.HSCC/PUR/NEIGRIHMS/2011 dt. 12.5.2011

SCHEDULE: RAD-1

To: The Director,
NEIGRIHMS,
Shillong-793018 (Meghalaya).

Dear Sir,

We _____ who are established and reputable manufacturers of _____ (name and description of goods offered) having factories at _____ (address of factory) do hereby submit a bid, and sign the contract with you against the above IFB. No. IFB Ref.HSCC/PUR/NEIGRIHMS/2011 dt. 13.5.2011.

No company or firm or individual other than M/s _____ (name of the manufacturer) are authorised to bid, and conclude the contract in regard to this business, against this specific IFB.

We hereby extend our full guarantee and warranty as per Clause 26 of the General Conditions of Contract for the goods and services offered for supply by us against this IFB.

Yours faithfully,

(Name)

(Name of Manufacturers)

Note:- This letter of authority should be on the **letterhead of the manufacturer** and should be signed by a person competent and having the power of attorney to bind the manufacturer. The scanned copy should be included by the Bidder in its bid.

FOREIGN MANUFACTURERS' AUTHORIZATION FORM

IFB Ref.HSCC/PUR/NEIGRIHMS/2011 dt. 12.5.2011

SCHEDULE: RAD-1

To: The Director,
NEIGRIHMS,
Shillong-793018 (Meghalaya).

Dear Sir,

We _____ who are established and reputable manufacturers of _____ (Name and Description of Goods offered) having factories at _____ (Address of Factory) do hereby authorize M/s _____ (Name & Address of the Indian Agent) to submit a bid, and sign the contract with you against the above IFB. No. IFB Ref.HSCC/PUR/NEIGRIHMS/2011 dt. 13.5.2011.

No company or firm or individual other than M/s _____ (Name of the Indian Agent) are authorised to bid, and conclude the contract in regard to this business, against this specific IFB.

We hereby extend our full guarantee and warranty as per Clause 26 of the General Conditions of Contract for the goods and services offered for supply by the above firm against this IFB.

Yours faithfully,

(Name)

(Name of Manufacturers)

Note:- This letter of authority should be on the **letterhead of the manufacturer** and should be signed by a person competent and having the power of attorney to bind the manufacturer. The scanned copy should be included by the Bidder in its bid.

Performa for Performance Statement (for a period of last five years)

(Please read foot-note below)

IFB Ref.HSCC/PUR/NEIGRIHMS/2011 dt. 12.5.2011

Name of Item offered _____ Date of Opening _____ Time _____ Hours _____

Name of the Firm _____

Order placed by (full address of Purchaser)	Order No. and date	Description and quantity of Goods ordered	Value of order	Date of completion of delivery as per contract	Remarks indicating reasons for late delivery if any	Has the stores been satis- factorily supplied? (Attach a certificate from the Purchaser\ Consignee)	
1	2	3	4	5	6	7	8

Signature and seal of the Bidder _____

Note: This form will be considered complete only if duly filled and supported with proof of satisfactory client's performance certificates along with their respective order copies (scanned copies) & same shall be applicable for assessing order execution criteria as per SCC clause 4A (iv) of this document.

Technical Compliance

IFB Ref.HSCC/PUR/NEIGRIHMS/2011 dt. 12.5.2011

Schedule Ref. (1)	Tendered Technical Specifications (2)	Technical specifications of equipment offered by bidder (3) Model/Make offered	Compliance w.r.t. tender specification (4)	Deviation w.r.t. tender specification (5)	Remarks (6)

The information given above is factual & based on product specification details as per the latest catalogues/ product data sheets and technical literature enclosed.

Signature of the bidder & seal:

PRICE SCHEDULE FOR NEW CT SCAN (64-SLICE) ON EXCHANGE/BUY-BACK BASIS

A) Price Schedule for Domestic Goods OR Goods of Foreign Origin (quoted in Indian Rupees)

1	2	3	4	5						6	
Schedule	Brief Description of Goods Model & Make	Country of Origin	Qty. (No.)	Ex-factory/ Ex-Warehouse/ Ex-Showroom/ Off the Shelf	Excise Duty (if any) – In % or value	Sales Tax/ VAT/ CENTVAT (if any) – In % or value	Packing & Forwarding charges	Inland Transportation, Insurance, Loading/ unloading,, Incidental Costs till Consignee's Site	Incidental Services (including Insurance, Installation & Commissioning Supervision, Turnkey, Demonstration & Training) at Consignee's Site	Total Unit Price (Rs.) =a+b+c+d +e+f	Total Price (Rs.) 4x5(g)
				5(a)	5(b)	5(c)	5(d)	5(e)	5(f)	5(g)	
A). Price of new CT Scan (64-slice) offered			1								
B) Price of existing CT Scan machine installed at NEIGRIHMS offered (In Rs.)											Rs.
C) Total tender price offered on buy-back : (A-B)											

IFB Ref.HSCC/PUR/NEIGRIHMS/2011 dt. 12.5.2011

Total Tender Price in words (A-B): Rupees

- Note:
1. If there is a discrepancy between unit price & total price, THE UNIT PRICE shall prevail.
 2. The bidder will be fully responsible for the safe arrival of the goods at destination (consignee's site) in good condition.
 3. Bidders must quote the prevailing rates of taxes & duties wherever applicable, otherwise bid will be rejected.

Signature of the Bidder:

Name:

Business Address:

Seal of Bidder:

Date:

Place:

PRICE SCHEDULE FOR NEW CT SCAN (64-SLICE) ON EXCHANGE/BUY-BACK BASIS

B) Price Schedule for Goods to Be Imported From Abroad (quoted in foreign currency)

1	2	3	4	5										
Schedule	Brief Description of Goods	Country of Origin	Qty. (No.)	FOB Price at Port/ Airport of Loading	Indian agency commission (if any)	Freight & Insurance	CIF Price at Port/ Airport of Entry	Custom duty amount with CDEC & NMIC if applicable (to be reimbursed by Purchaser), Custom Clearance & Handling	Inland Transportation, Insurance, Loading/ unloading till Consignee's Site (Rs.)	Turnkey charges (Rs.)	Local supplies (Rs.)	Incidental Services (including Insurance, Installation & Commission, Supervision, demonstration, training) at Consignee's Site(Rs.)	Total Unit Price = b+c+d +e+f+g	Total Price 4x5(h)
	Model /Make			(a1)	a(2)	a(3)	(b)=a1+ a2+a3	(c)	(d)	(e)	(f)	(g)	5(h)	
A). Price of new CT Scan (64-slice) offered														
B) Price of existing CT Scan machine installed at NEIGRIHMS offered (In Rs.)														Rs.
C) Total tender price offered on buy-back : (A-B)														

IFB Ref.HSCC/PUR/NEIGRIHMS/2011 dt. 12.5.2011

Total Tender Price in words (A-B): Rupees

- Note:
1. If there is a discrepancy between unit price & total price, THE UNIT PRICE shall prevail.
 2. The bidder will be fully responsible for the safe arrival of the goods at destination (consignee's site) in good condition.
 3. In case of domestic goods to be supplied with main imported equipment, bidder to fill price schedule for domestic goods.
 4. **Bidders must quote prevailing rates of taxes & duties wherever applicable, otherwise bid will be rejected.**

Indian Agency Commission:% of FOB (Included/Excluded in above)

% of Custom Duty & % of custom clearance to be mentioned:% of CIF value- Column 5 (C)

Signature of the Bidder:

Name:

Business Address:

Seal of Bidder:

Date:

Place:

PRICE SCHEDULE

C) Price Schedule for Comprehensive Maintenance Contract (CMC) after Warranty Period (in Indian Rupees)

IFB Ref.HSCC/PUR/NEIGRIHMS/2011 dt. 12.5.2011

1	2	3	4					5	6	7
Schedule No.	Brief Description of Goods	Qty. (no.)	Yearly Comprehensive Maintenance Contract (CMC) charges (labour+spares) for five years after 5 years warranty period					Total Comprehensive Maintenance Contract (CMC) cost (labour+spares) for 5 years $3x(4a+4b+4c+4d+4e)$	Service tax on (5)	Grand total (5+6)
			6 th	7 th	8 th	9 th	10 th			
			a	b	C	d	e			

- Note: 1. If there is a discrepancy between unit price & total price, THE UNIT PRICE shall prevail.
2. Bidders must quote prevailing rates of Service Tax otherwise bid will be rejected.

Signature of the Bidder:

Name:

Business Address:

Seal of Bidder:

Date:

Place:

CONSIGNEE RECEIPT CERTIFICATE

(To be given by consignee's authorised representatives)

The following Goods (Quantity mentioned against each) has/have been received in good conditions along with a copy of inspection report.

1. Name of items supplied
Against P.O. ref. :.....
IFB Ref.HSCC/PUR/NEIGRIHMS/2011 dt. 12.5.2011

Description of Goods received

Sign. Of Authorised Representative
from NEIGRIHMS

Sign. Of Authorised Representative
from NEIGRIHMS

Sign. Of Authorised Representative
from Supplier

Date:
Place:

EMD/BID SECURITY FORM

Whereas _____ (hereinafter called "the Bidder") has submitted its bid dated _____ 2011 for the supply of CT Scan (64-slice) on buy-back basis (hereinafter called "the Bid") _____.

KNOW ALL MEN by these presents that WE _____ (name of the Bank) having our registered office at _____ (hereinafter called "the Bank") are bound unto Director, NEIGRIHMS, Shillong, Meghalaya (hereinafter called "the Purchaser") in the sum of Rs. _____ (in words) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 2011.

THE CONDITIONS of this obligation are:

If the Bidder:

- (a) withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
 - (b) does not accept the correction of errors in accordance with Instructions to Bidders; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity:
- (a) fails or refuses to execute the Contract Form if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders;

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

This guarantee will remain in force up to and including 45 days after the period of the bid validity, i.e. up to (specify the date) and any demand in respect thereof should reach the Bank not later than the above date.

(Name & Designation of Authorized Signatory of the Bank)
Address of Bank
Date:

Name of the Bidder:

PERFORMANCE SECURITY FORM

To: Director, NEIGRIHMS, Shillong (Meghalaya), (Name of the Purchaser) Whereas _____ (hereinafter called "the Supplier") has undertaken, in pursuance of Contract (Purchase Order No.dt.) to supply of CT Scan (64-slice) on buy-back basis (Description of the Goods) hereinafter called "the Contract".

As Whereas it has been stipulated by you in the said Contract that he Supplier shall furnish you with a Bank Guarantee by a Nationalized Schedule 1st Class Bank for the sum specified therein as Security for compliance with the Supplier's performance obligations in accordance with the Contract.

And whereas we have agreed to give the Supplier a Guarantee.

Therefore, we hereby affirm that we are Guarantors and responsible to you on behalf of the Supplier, up to a total of Rs.....(amount in words) 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 limit 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.

This Guarantee is valid until the warrantee obligations i.e. up to (specify the date).

(Name & Designation of Authorized Signatory of the Bank/Guarantors)

Address of Bank

Date:

Description & Specifications

BID REFERENCE: IFB No. HSCC/PUR/NEIGRIHMS/2011 Dated 12.5.2011

**CT Scanner (64-Slice) on Buy Back Basis - 1no.
– Schedule RAD-1**

Technical Specifications for Whole Body Multi Slice CT Scanner (64-Row Multi Detector CT): (1 no.) - Schedule RAD-1

Tender Specifications	Technical specifications of equipment offered (Model & Make offered)	Compliance with respect to tender specifications	Deviations with respect to tender specifications	Remarks
The Model offered should be high end model under current production, should be Slip Ring Technology. The offer should meet the specifications as follows:				
	Model & Make			
<p>1. Gantry</p> <p>a). The CT Scanner should have low voltage slip rings incorporated in the Gantry.</p> <p>b). The minimum scan time for a 360 deg. Rotation should be less than or equal to 0.40 sec. (400 milli sec.).</p> <p>c). The gantry should have a minimum tilt of 30 degree on either side & remote tilt should be available as standard.</p> <p>d). The gantry should be provided with user control panels on either side for easy positioning.</p> <p>e). The sub millimeter slice @ 0.63 mm or less in 64 Row acquisition should be available. The system should be in position to perform 64 slice/ rotation for normal applications.</p> <p>f). The Gantry should have 3D positioning laser lights.</p> <p>g). The Scan Field Of View (FOV) in acquisition mode should be at least from 200mm to 500mm with intermediate</p>				

<p>steps for scanning different anatomies.</p> <p>h). Aperture should be at least 70cm diameter.</p>				
<p>2. X-Ray Section</p> <p>a). The X-Ray Generator should be compact & in-built in the Gantry.</p> <p>b). The system X-Ray power should be 60KW & above.</p> <p>c). The mA range available should be between 10 to 450 mA or more with increments in steps of not more than 10 mA.</p> <p>d). The X-Ray Tube should be essentially Dual Focus with capacity of at least 7MHU. Any special feature of the X-Ray tube to be highlighted with literature.</p> <p>e). Specify the focal spots of the X-Ray tube.</p> <p>f). The X-Ray Tube should have a cooling rate of not less than 1000KHU per minute.</p> <p>g). The X-Ray tube cooler unit should be in-built in the Gantry.</p>				
<p>3. Detectors</p> <p>a). The Detector offered should be Solid State. Specify the material.</p> <p>b). The 64-slice per rotation should be possible with the detectors in 0.63mm Mode. The system should have 64 physical rows of the detector.</p>				

<p>c). Specify the Fan Angle of the X-rays and the geometry. The detectors should not require frequent calibration.</p>				
<p>4. Patient Couch</p> <p>a). The patient table offered should have a minimum load bearing capacity of at least 200 kg.</p> <p>b). The minimum table top height should not be more than 35 cm from the floor level for easy transport of trauma patients.</p> <p>c). The Floating table top width should be at least 42 cm for better comfort.</p> <p>d). The range of metal free scan should be at least 165 cm.</p> <p>e). The vertical range should be at least 55 cm (max. height minus min. height)</p> <p>f). Specify the reproducing accuracy of the table.</p> <p>g). Remote UP/DOWN, FORWARD/BACKWARD of the patient couch should be standard.</p>				
<p>5. Spiral/Helical Section</p> <p>a). The system offered should have spiral capability of at least 100 sec. & above. Real Time Spiral @ 10 f/s should be standard.</p> <p>b). The range of spiral facility in Axial Direction should be more than 100 cm.</p>				

<p>c). The Reconstruction Time in Spiral Scan should not be more than 100 milli seconds.</p> <p>d). The system should have the Smart Prep or equivalent facility & ability to track Contrast medium to trigger scan should be included in the scope of supply.</p> <p>e). System should perform Tilt Spiral Scan as standard at any of the chosen angles in Multi Slice Mode.</p> <p>f). High Resolution scan package of 0.63 mm or less should be offered as standard.</p> <p>g). Multi Slice CT Fluoroscopy with at least 3 Slice positions & Reconstruction @ 10 images/sec. should be available.</p>				
<p>6. Computer Section</p> <p>a). The computer offered should be the latest multi-tasking processors & a menu driven platform with a RAM size of at least 3GB.</p> <p>b). The Monitor should be the latest color of at least 18 inches & flat screen. Two monitor independent console preferred. The twin monitor system should work on either shared or common data base.</p> <p>c). The display matrix should be at least 1024/1024.</p> <p>d). The reconstruction time for an axial scan should not be more than 100 milli seconds.</p>				

<p>e). The hard disk capacity for both image & raw data should be more than 500 GB.</p> <p>f). It should have facility to store at least 100,000 images.</p> <p>g). The system should be supported with archiving facility of DVD & CD Main Console.</p> <p>h). DICOM facility to send, store, print, receive, Query/Retrieve, MWM, MPPS etc. should be standard.</p> <p>i). PC Based connectivity should be standard for easy transfer of Images & Report.</p> <p>j). Additional Workstation with at least 4GB RAM, Archival on DVD/CD with Cardiac Recon, CT Angiography, Colonoscopy as well as DICOM Print should be included in the scope of supply.</p>				
<p>7. <u>Image Processing Section</u></p> <p>a). The system should have standard software like 3D Volume rendering, MIP, CT Angio, Color Angio Display, Virtual Endoscopy, Colonoscopy, CT Perfusion, Dental Scan, Bone Mineral Study should be available as standard on the Main Console.</p> <p>b). The following software should be offered as standard (MPR, ROI, Volume Calculation, CT Number Display, Window Width, Window Level, Topogram</p>				

<p>Display, Cine Display, HRCT Lung, Dynamic Scan)</p> <p>c). Cardiac Scan Attachment with ECG Gated Segmented Recon, Calcium Score, Vessel Flythrough of the Coronaries should be included in the scope of supply either in the Workstation or in the Main Console.</p> <p>d). Automatic display of MPR Images after scan will be preferred.</p>				
<p>8. Resolution</p> <p>a). The System Spatial Resolution should be mentioned with parameters.</p> <p>b). The low contrast resolution should not be more than 3mm at 0.5%. Shoulder, Pelvis Streak Artefact Suppression Software should be standard.</p> <p>c). Noise suppression protocols to maintain LCR at low dose should be standard.</p> <p>d). Special software (like MA Modulation in routine & cardiac mode) to ensure dose efficiency should be standard.</p> <p>e). Specify the CT Dose Index.</p>				
<p>9. Accessories</p> <p>a). Multi size Dry Laser Imager of any reputed make.</p> <p>b). Color Laser Printer of any reputed make.</p> <p>c). Lead Glass of at least 2ft by 4 ft.</p>				

<p>d). Stabilizer for the entire system of suitable capacity.</p> <p>e). UPS with one hour back-up of suitable capacity to handle CT Computer, Laser Imager, Workstations, Color Printer.</p> <p>f). Dual Head Pressure Injector of reputed make with 100 no. syringes & tubings.</p>				
<p>10. Warranty Five years for CT Scanner System including X-Ray Tube & all accessories.</p>				
<p>11. CMC (Comprehensive Maintenance Contract) The Year-wise CMC inclusive of the X-Ray Tube should be quoted from 6th to 10th year inclusive of labour, spares & X-Ray Tube. The CMC should cover all vendor items & accessories. CMC charges will be taken into account for evaluation of the bids for ranking purpose and to arrive at the lowest bid.</p>				
<p>12. Datasheet All compliance to the tender should be in the form of original data sheet or original certificate from the manufacturer.</p>				
<p>13. Training For a period of six weeks to Radiologists on site.</p>				