

**OFFICE OF DIRECTOR  
JANAKPURI SUPER SPECIALITY HOSPITAL SOCIETY  
GOVT. OF NCT OF DELHI  
C-2B, JANAKPURI, NEW DELHI-110058**

**TENDER DOCUMENT**

Tender Document for procurement of Microbiology lab. items.

**Section I - Invitation for Bidding**

**1. Notice Inviting Tenders(NIT)**

1.1 On behalf of the Director, Janakpuri Super Speciality Hospital Society, NCT of Delhi e-Tenders (online tenders) are invited from manufacturers/authorized suppliers for supply, installation, commissioning & maintenance of equipment as per the details given below and to be installed at Janakpuri Super Speciality Hospital, C-2B, Janakpuri, New Delhi-110058.

S.No.	Tender Enquiry No.	Name of equipments and quantity	EMD
1.	F1(6)/PUR/JSSHS/16-17	Microbiology items as per list attached	Rs. 50,000/-

1.2 Foreign based Manufacturers not having office or subsidiary in India will have the option to appoint one Indian agent, on their behalf, for submission of bids and facilitating supply (customs clearance, transportation etc.) installation, commissioning, maintenance & repair and after sales service etc. for which, Manufacturer will give an exclusive authorization meant for this tender/tenders in favour of the Indian agent. Foreign manufacturers having office in India or subsidiary in India will be required to bid themselves. The Manufacturer will pay their Indian agent, for the services rendered by the Indian Agent as per their own agreement or understanding. The DIRECTOR, JSSHS in any way will not be a party to such agreement or understanding.

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

1.4 The manufacturer who participates in the tender enquiry will only enter into agreement with the JSSHS for the purpose of this NIT.

1.5 Technical specifications and other details of the required equipment are given under the section –VII- “**List of Requirements**” of this tender document.

## 1.6 Schedule of Tenders

S.No.	Details	Scheduled dates
1.	Date of release of advertisement of tenders through e-procurement web site & start date for downloading tenders	As per e-tender
2.	<b>Date / Venue for Pre-Bid meeting</b>	As per e-tender
3.	Last Date & Time for downloading Tender Documents from e-Procurement web site	As per e-tender
4.	Last Date & Time for submission of online Tenders	As per e-tender
5.	Last Date & Time for submission of EMD, in physical form and original undertakings as per Annex-1 in the office of Director, Janakpuri Super Speciality Hospital Society, C-2B, Janak Puri, New Delhi-110058	As per e-tender
6.	Date & Time of Opening of Tenders (Pre-Qualification / Technical Bids)	As per e-tender
7.	Date & Time of Opening of financial bid (tentative)	As per e-tender

## 2. Late & Delayed Tenders are not acceptable.

### Section II: Qualification/Eligibility Criteria

The bidders shall upload online the duly filled in Performa's only in PDF/EXCEL format as per the details in the concerned Annexure. **Hard copies of all the relevant documents and technical literature must be submitted in the office of the Director, Janak Puri Super Specialty Hospital Society in separate sealed envelopes besides the earnest money deposit before closing date & time of the Tender.** Quote ONE best option, and upload the catalogue for that item only. Multiple samples or quotations against the items will not be considered for evaluation.

**The Financial bid shall be received online as per Price Bid only.**

**Note: No hard copy of the financial bid shall be submitted by the bidder otherwise tender will be straightaway rejected.**

Tenderer should submit the following documents in the following covers:

- 1) Fees cover: EMD/prequalification (1)
- 2) Technical Bid Cover(2)
- 3) Price bid(3)

Failing which the tenders will be ignored and rejected as nonresponsive.

1.1 Tender Form (Annexure-7)

1.2 EMD to be submitted as per Section III and in case of bank guaranty EMD

- should be submitted in the format given under Annexure 9. Original to be submitted in Tender box at JSSHS on date and time as per NIT.
- 1.2 Income Tax Return (ITR) – to be submitted as per Section III.
  - 1.3 **As per Dept. of Finance, Govt. of NCT of Delhi guidelines “The goods including for works contract, shall be supplied by bidder or its authorized distributor in Delhi and against a sale invoice issued from Delhi. The delivery of goods shall also be made from Delhi. The bidder dealer or its authorized distributor, as the case may be, who supplies the goods should be registered with the Delhi VAT Department and carry a valid Tax Identification Number (TIN No.) issued by it. The bidder shall, however, be responsible for compliance with all conditions, warranties/guarantees, irrespective of the fact that the goods are supplied by him directly or through its authorized distributor. Further, the coated bid price in the tender shall be inclusive of all taxes and duties.”**
  - 1.4 Undertaking for Terms & Conditions of this tender on Non-judicial stamp paper of Rs 100/- to be submitted in the format given at Annexure-3. Original to be submitted in Tender box at JSSHS on date and time as per NIT.
  - 1.5 Undertaking for warranty clause - to be submitted in the format given at Annexure-4 on non-judicial stamp paper of Rs 100/-.Original to be submitted in Tender box at JSSHS on date and time as per NIT.
  - 1.6 Undertaking related to service centre etc. to be submitted in the format given at Annexure5. Original to be submitted in Tender box at JSSHS on date and time as per NIT.
  - 1.7 Technical Compliance Statement to be submitted as per Section III and in the format given at Annexure-6 on the letter head.
  - 1.8 Additional information to be submitted as per Annexure-8.
  - 1.9 Manufacturer’s Authorization letter if any to be submitted as per Annexure-10.
  - 1.10 Tenderers should submit authorization letter to sign & submit the tenders as prescribed under Section-III as per Annexure-11.
  - 1.10 Copy of this tender document duly signed & stamped by the tenderer.
  - 1.11 Tenderers should furnish a list of successful installations & commissions executed by them for similar equipment, preferably from Govt. Hospitals / Institutions in India, in the last three years.
  - 1.12 Brochures, literature and catalogues etc.
  - 1.13 Undertaking for criminal liability - to be submitted in the format given at Annexure-15 on non-judicial stamp paper of Rs 100/-.Original to be submitted in Tender box at JSSHS on date and time as per NIT.
2. **The tender should check their documents vis-a-vis the checklist provided at Annexure-1, before submitting the same.**
  3. **Undertakings/documents in a format other than the prescribed formats are not acceptable. Conditional documents shall also not be accepted. However, in case of conditional undertaking, tenderer may be given an opportunity by the purchaser to withdraw the condition not acceptable to the purchaser.**

### **Section III: General Instructions to Tenderers (GIT)**

#### **1. Introduction**

- 1.1 Definitions and abbreviations which have been used in these documents shall have the meanings as indicated in the GCC.

- 1.2 These tender documents are meant for the requirements mentioned in section-VII “List of Requirements” only.
- 1.3 This section (Section III-“General Instructions to Tenderers”) provides the relevant information as well as instructions to assist prospective tenderers in preparation and submission of tenders, receipt & opening of bids evaluation etc. However, the tenderers should study rest of this document – SIT, GCC and SCC etc. before submitting the tender document.
- 1.4 Special Instructions to Tenderers (SIT) are related to this purchase.
- 1.5 Wherever there is a conflict between the GIT and SIT, the provisions contained in the SIT shall prevail over those in the GIT.
- 1.6 **Language of the Tender:** The tender submitted by the tenderer and all subsequent correspondence and documents related to the tender exchanged between the tenderer and the Director, JSSHS shall be written in English language only.
- 1.7 **Eligible Tenderers:** This invitation for tender is open to all tenderers who fulfill the eligibility criteria in these documents. Please refer to Section II: Qualification/Eligibility Criteria.
- 1.8 **Tendering Expense:** The tenderer shall bear all costs and expenditure incurred and/or to be incurred by it in connection with this tender including preparation, mailing and submission of its tender and for subsequent processing of the same. Director, JSSHS will, in no case be responsible or liable for any such cost, expenditure etc. regardless of the conduct or outcome of the tendering process.

## **2. Tender Documents**

### **2.1 Content of Tender Documents: The Tender Document includes:**

- ❖ Section I - Invitation for Bidding (Notice Inviting Tenders-NIT)
- ❖ Section II – Qualification/Eligibility Criteria
- ❖ Section III – General Instructions to Tenderers (GIT)
- ❖ Section IV- General Conditions of Contract (GCC)
- ❖ Section V – Special Instructions to Tenderers (SIT)
- ❖ Section VI – Special Conditions of Contract (SCC)
- ❖ Section VII – List of Requirements
- ❖ Section VIII – Technical Specifications & Compliance statement
- ❖ Annexure 1 – Check-List
- ❖ Annexure 2 – Price Schedule
- ❖ Annexure 3 –Undertaking for Terms & Conditions
- ❖ Annexure 4- Warranty/Guaranty Undertaking
- ❖ Annexure 5- Undertaking related to after Sales Service
- ❖ Annexure 6- Technical Compliance Statement
- ❖ Annexure 7- Tender Form
- ❖ Annexure 8- Additional Information
- ❖ Annexure 9- Sample Bank Guarantee Form for EMD
- ❖ Annexure 10-Manufacturers Authorization letter
- ❖ Annexure 11-Authorization letter to sign and submit the tenders
- ❖ Annexure 12- Bank Guarantee Form for Performance Guarantee
- ❖ Annexure 13- A/T (Contract Form)
- ❖ Annexure 14-Technical specifications of equipment.
- ❖ Annexure 15-Undertaking for criminal liability.

- 2.2 The relevant details of the required goods, terms & conditions and procedure for tendering, evaluation, issue of contract, standard formats used for this purpose etc. are incorporated in the above said documents. Tenderers should read and examine all these terms & conditions before submitting their tenders.
- 2.3 Tenderers should download a copy of this Tender Document, put page numbers on each page of the document and the authorized signatory of the tenderer should sign/stamp each page and upload that document while submitting their online tenders (cover 2: Prequalification / Technical Bid).
3. **Amendments to the Tender documents:**  
Director JSSHS, at any time prior to the deadline for submission of tenders may, for any reason deemed to be fit by it, modify the tender documents by issuing amendments. Such an amendment will be notified in writing.
4. **Pre-Bid Conference:** If found necessary, a pre-bid conference may be stipulated in the SIT, for clarification/amendment to the technical specifications/techno-commercial conditions.
5. **Preparation of Tenders:**

**Documents comprising the Tender:**

- 5.1 Tenders submitted by the tenderers should contain the following documents, duly filled in, as required:
- a. Tender form, EMD, PQ Bid/Technical bid and Price Schedule.
  - b. Documentary evidence as necessary in terms of Section-II establishing that the tenderer is eligible to submit the tender and also qualified to perform the contract if its tender is accepted.
  - c. Documents and relevant details to establish in accordance with GIT that the goods and allied services to be supplied by the tenderer conform to the requirement of the tender documents along with list of deviations if any.
  - d. Earnest Money Deposit furnished in accordance with the GIT clause no.8.
  - e. Additional information as per Annexure-8.
  - f. Manufacturers Authorization Letter as per Annexure-10 must be submitted by those who would like to appoint one Indian Agent.
  - g. Tenderers should also upload technical literature, brochures and other documents in support of suitability of the goods quoted by them.
  - h. Tenderer who does not fulfill any of the above requirements and / or gives evasive information/reply against any such requirement shall be liable to be ignored and rejected.
6. **Tender currencies:**
- 6.1 Tenderers should quote price on F.O.R. (destination) basis.
  - 6.2 For indigenous goods/equipments/services the price should be quoted in Indian rupees only inclusive of all levies and duties wherever applicable (to be indicated separately) in price schedule.
  - 6.3 Tenderers may choose to quote prices either in Indian Rupees or in major foreign currencies.

- 6.4 Tenderers quoting in Indian rupees shall quote price on F.O.R., destination basis and those quoting in foreign currency shall quote on CIP, New Delhi basis.
- 6.5 If the goods are to be imported, the contractor will import the same. The contractor will pay all incidental charges & duties (customs duty, Custom clearance, Indian Agent Commission & transportation charges etc.) and supply the goods to the indenter. However, applicable local taxes will be paid by the indenter, if quoted.
- 6.3 The tenderer will seek Customs Duty Exemption Certificate (CDEC) from the hospital, if on submission of the same; the customs department allows exemption of payment of customs duty. Customs Duty Exemption Certificate (CDEC), if required, shall be issued by the indenter for the specific import meant for supply to the hospital. The contractor shall submit original copy of Bill of Entry showing the details of this equipment, in all such cases.
- 6.4 In case of imported goods/equipments the price may be quoted in International currency while the mode of payment will be through irrevocable Letter of credit (L/C). Letter of Credit will be opened for 100% CIP value. However, Indian Agency commission or technical service charges would be paid in Indian Rupees after satisfactory receipt & installation and commissioning of goods/equipments at site duly verified by authorized officer of the hospital.

## **7. Tender prices:**

- 7.1 Tenderers should quote their prices in the Price schedule format (cover 3 – Financial bid - of the e-procurement system) as given under Annexure-2. **No hard copy of the financial bid shall be submitted by the bidder otherwise tender will be straightaway rejected.**
- 7.2 All columns shown in the price schedule should be filled up as required.
- 7.3 Tenderers can choose to quote in the currencies selected by them.
- 7.4 For Indian / indigenously manufactured equipment tenderers should quote prices in Indian Rupees on FOR basis only. For imported equipment – to be imported by the tenderers and supplied to the consignee - tenderers should quote prices in Indian Rupees on FOR basis only.
- 7.5 In case the tenderer chooses to quote prices in selected currencies – other than Indian rupees – they should quote prices on CIP, New Delhi basis.
- 7.6 In case of bidders quoted both international currency and Indian currency, the lowest one will be decided on the basis on the basis of exchange rate of quoted currency on the date of opening of financial bid. While comparing the bids with Indian bidders/bids in Indian currency, the applicable custom duty, clearing charges & cost of transportation from warehouse New Delhi to hospital shall be added to the foreign currency bid.
- 7.7 Lowest one will be decided by adding the cost of the goods/equipments and cost of the maintenance of goods/equipments quoted for the next five year.

## **8. Earnest money Deposit (EMD in Indian Rupees only - refundable):**

- 8.1 Tenderers should submit EMD as prescribed under the section – I (NIT).
- 8.2 EMD should be submitted in physical form within the last date & time for receipt of tenders as stipulated under Section-I (NIT) failing which the tender shall be rejected straightaway.
- 8.3 Tenderers should submit EMD, original in physical form, to the Director, Janakpuri Super Specialty Hospital Society, Govt. of NCT of Delhi, C- 2, Janak Puri, New Delhi-110058

- 8.4 EMD should be in the form of FDR/Bank Guarantee drawn on **any nationalized bank or scheduled bank** and payable at Delhi/New Delhi.
- 8.5 EMD should be prepared in the name of the Director, Janakpuri Super Speciality Hospital Society, Govt of NCT of Delhi, C-2B,Janak Puri, New Delhi-110058 and duly discharged in his/her favour.
- 8.6 EMD should be valid for a period of fifteen months from the date of opening of Tenders.
- 8.7 No interest shall be payable by the purchaser on the Earnest Money Deposit.
- 8.8 EMD will be returned to the successful tenderer after 30 days from the date of issue of contract/completion of all contractual obligations.
- 8.9 EMD of unsuccessful tenders will be returned after issue of notification of award of contract.
- 8.10 EMD will be forfeited in case the Tenderer withdraws its tender within the period of validity of tenders.
- 8.11 EMD will be forfeited in case the successful tenderer fails to furnish the required security deposit as per Section-IV of this tender document.

**9. Income Tax Return:**

- 9.1 Tenderers should submit a copy of latest Income Tax Return (ITR) for the financial year along with acknowledgement of receipt from the Income Tax department, 2013-14, 2014-15 and 2015-2016 as prescribed under the section II.
- 9.2 Permanent Income Tax Account Number (PAN number) of the Tenderer written on the ITR should be clearly visible and if not so, tenderer should submit a copy of their PAN number issued by the Income Tax department.
- 9.3 The Income Tax Return (ITR) should be in the name of the tenderer/tendering firm or in the name of the Proprietor(s) in case of firm(s) registered on proprietorship basis.
- 9.4 Govt of India / State Government departments / undertakings is exempted from submitting the Income Tax Return (ITR).

**10. Undertaking for acceptance of terms & conditions:**

- 10.1 Tenderers should submit an Undertaking certifying that they accept all terms & conditions mentioned in this tender document prepared on the non-judicial stamp paper of Rs 100/- of the tenderer as prescribed under Annexure-3.
- 10.2 Tenderers should upload a copy of the undertaking in the e-procurement system and original be submitted along with the EMD in physical form.
- 10.3 Non-submission of undertaking will result in rejection of the tenders.

**11. Warranty/Guaranty Undertaking:**

- 11.1 Tenderers should submit a Warranty/Guaranty Undertaking certifying that they accept the Warranty clause as given under Section-IV of this tender document, prepared on the letter of the tenderer in the format given under Annexure-4.
- 11.2 Tenderers should upload a copy of the warranty undertaking in the e-procurement system and original be submitted along with the EMD in physical form.
- 11.3 Non-submission of warranty undertaking will result in rejection of the tenders.

**12. Validity of Tenders:**

- 12.1 The Tenders will remain valid for 365 days from the date of opening (due date) of tenders.

12.2 Director,JSSHS reserves the right to extend the validity of tenders beyond 365 days, by notifying the concerned tenderers. However, tenderers consent for holding the prices through the extended period will be taken during the currency of validity.

**13. Technical Bid (TB):**

13.1 Tenderers should submit technical bid containing complete details of the required equipment as given under the Section VII - 'List of requirements'' & Section VIII-'Technical Specifications & Compliance Statement' through e-procurement site (cover 2 Prequalification / Technical Bid).

13.2 Tenderers should quote one model per tender. To submit tenders for more than one model, say for example, for two models, two separate tenders with separate EMD's will have to be submitted.

13.3 In case the equipment is to be purchased on turnkey basis as given under Section VII „List of requirements” & section VIII –“Technical specifications & compliance statement”, Tenderers should furnish detailed scope of turnkey works offered by them.

13.4 Tenderers should furnish a detailed write-up on the complete technical details of the equipment offered by them clearly indicating special features etc. Tenderers should submit a detailed scope of supply of the required equipment.

13.5 Tenderers should submit copies of detailed brochures, literature and catalogues / leaflets related to the equipment quoted by them in ORIGINAL in tender box.

13.6 A list of all required accessories / spares / consumables for running, maintenance / repair of the equipment be prepared in detail and uploaded.

13.7 Tenderers should first ensure that their product is able to meet the technical specifications of the tender as given under Section-VIII “Technical Specifications & Compliance statement”. Tenderers should then quote strictly as per the required specification of the equipment.

13.8 Tenderers should submit a compliance statement in the prescribed format as given under Annexure-6 “Technical Compliance Statement” clearly indicating the deviations, if any. Deviations from any of the required technical specifications must be brought out clearly giving a deviation statement.

13.9 The Tenderer should submit an Undertaking related to after sales service certifying that they have necessary infrastructure for maintenance & repair of the equipment and they agree to provide the required accessories / spares as and when required by the indenter, for the next 10 years, as given under Annexure-5 of this tender document, prepared on a non-judicial stamp paper of Rs.100/-denomination.

13.10 The tenderer should submit documentary proof that he is manufacturer of the quoted equipment and he will be responsible for supply, installation & maintenance of the equipment duly signed by the manufacturers authorized person on the letter head of the manufacturer.

13.11 Tenderers should furnish a list of contracts / supply orders received by them for similar type of equipment and also a list of successful installations & commissions executed by them for similar equipment, preferably from Govt. Hospitals / Institutions in India, with copies thereof, in the last three years.

13.12 Tenders not accompanied by the above mentioned details will be ignored and will be rejected.

13.13 Tenderers should arrange for demonstration of the quoted equipment as and when required at their own cost at Janakpuri Super Specialty Hospital Society site.

13.14 Contractors should furnish one copy of service manual along with the supply of equipment.



**14 Financial Bid (FB):**

- 14.1 Tenderers should submit Financial Bid in the prescribed proforma as given under Annexure-2 namely “price schedule” through e-procurement site only.
- 14.2 Tenderer must be careful while uploading the price schedule on the web site and should read the instructions which are related to equipment price to be quoted in any form of currency. Turnkey & other charges etc. needs to be quoted only in INR.
- 14.3 Tenderer must put “0” (i.e. zero) if they do not wish to quote any value under any column. If they put zero in any column it will be presumed that no charges are liable to be paid by the hospital.
- 14.4 Lowest(L-1) bidder will be decided on the basis of sum total of the cost of the system inclusive of taxes, duties & other landing charges etc. and total charges for the comprehensive maintenance contract (CMC) for next 5 years i.e. is 6<sup>th</sup> to 10<sup>th</sup> year from the date of installation of equipment.

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

**16. FALL CLAUSE:** If at any time during the execution of the contract, the contractor reduces the sale price of such stores, as are covered under this tender enquiry, to any Govt. organization (including the purchaser of any department of the Govt. of N.C.T. of Delhi) at a price lower than this price quoted under this contract he shall forthwith pass such reduction to the purchaser and the price payable under this tender for the stores supplied after the date of coming into force of such reduction, the price of equipment/store shall stand correspondingly reduced.

**17. Authorization to sign and submit the tenders:** An authenticated copy of the document which authorizes the signatory to commit on behalf of the firm shall accompany the tender. The individual signing the tender or any other documents connected therewith should clearly indicate his full name and designation and also specify whether he is signing,

- 17.1 As a sole proprietor of the concern or as an attorney of the sole proprietor.
- 17.2 As partner (s) of the firm.
- 17.3 As Director, Manager or secretary in case of the Limited Company duly authorized by the Board of Directors or in pursuance of the authority conferred by the Memorandum of Association.
- 17.4 The authorized signatory of the tenderer must sign the tender at appropriate places and initial the remaining pages of the tender

**18. Submission of Tenders:**

- 19. **Availability of Tender Documents:** Tender documents are available on the e-procurement web site <https://govtprocurement.delhi.gov.in>. Prospective tenderers can access the same and they can download the tender documents, free of cost.
- 18.2 Tenders are to be submitted through the web site: <https://govtprocurement.delhi.gov.in>.
- 18.3 For participation in this tender enquiry, contractors are required to obtain digital certificate (class II b) and register their company with the National Informatics Centre (NIC), Govt.of India, in consultation with the NIC Help Desk.
- 18.4 Tenderer must attend e-procurement training (to be given by the NIC), on any working day between 10 AM and 5 PM.

- 18.5 For any assistance & clarifications with respect to training and submission of online tenders, Tenderer must contact NIC Help Desk - Address - 6th Level, C-Wing, Vikas Bhawan-II, Metcalfe House, Upper Bela Road, Delhi, India. Contact Telephone number 011-23813523 & Toll Free no.18002337313.
- 18.6 The NIC e-procurement system stipulates a three cover process for uploading the tenders. Cover 1& 2 includes fees and prequalification/technical bid and cover 3 is meant for financial Bid uploading. While uploading the tenders, the prospective tenderers must strictly follow the instructions given by the NIC during their training.
- 18.7 Tenderer should submit EMD along with other required documents in physical form as stipulated under Section-I. A copy of EMD should be uploaded in the prequalification/technical bid along with other documents.
- 18.8 Tenderers will have to download the tender document, sign & stamp each page and upload the same along with the prequalification / technical bid.
- 18.9 All other documents in support of the tender should be scanned and uploaded with the relevant bid.
- 18.10 Tenderers will have to put page numbers on all documents.
- 18.11 Tenderers will have to upload a covering letter indicating the details and total number of documents uploaded with each bid.
- 18.12 Tenderers should note that NO PRICES SHALL BE INDICATED in the Pre-qualification Bid /Technical Bid, otherwise the Bid will be rejected outright without any further correspondence

## **19. Alteration and Withdrawal of tender**

- 19.1 The bidders cannot modify the technical specifications or items specified in the Tender Document to quote their bids. If any bidder is found to have modified the technical specifications/tender, their tender shall be rejected straightway without entertaining any correspondence in the matter.
- 19.2 No tender should be withdrawn after the deadline for submission of tender and before the expiry of the tender validity period. If a tenderer withdraws the tender during this period, it will result in forfeiture of the EMD furnished by the tenderer

## **20. TENDER OPENING**

- 20.1 Director JSSHS will open the on-line tenders as specified under Section-I. In case the specified date of tender opening falls on / is subsequently declared a holiday or closed day for Dept. of H&FW, GNCTD, tenders will be opened on the appointed time and place on the next working day.
- 20.2 The Director will open the tenders at O/O Medical Superintendent, 1<sup>st</sup> Floor, Janakpuri Super Specialty Hospital Society, Govt of NCT of Delhi, C-2B, Janakpuri, New Delhi-110058.
- 20.3 Authorized representatives of the tenderers, who have submitted tenders on time may attend the tender opening, provided they bring with them letters of authority from the concerned tenderers.
- 20.4 During the tender opening the tender opening officials/committee will read the salient features of the tenders like description of goods offered, whether EMD furnished or not and any other special features of the tenders as deemed fit by the tender opening officials/committee.

- 20.4 EMD/Prequalification/technical bids (cover 1&2) are opened first. These bids shall be scrutinized and evaluated by the competent committee/authority with reference to the parameters prescribed in the tender document.
- 20.5 Thereafter, financial bids of the technically acceptable offers shall be opened for further scrutiny and evaluation.
- 20.6 Other financial bids will be automatically blocked by the e-procurement system and will not be opened.
- 21 Scrutiny and evaluation of Tenders:**  
Tenders will be evaluated on the basis of terms & conditions already incorporated in the tender document, based on which tenders have been received and the terms, conditions etc. mentioned by the tenderers in their tenders. No new condition will be brought in while scrutinizing and evaluating the tenders.
- 21.1** The tenders will first be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the tender document. The tenders, that do not meet the basic requirements, are liable to be treated as unresponsive and ignored.
- 21.2** The following are some of the important aspects, for which a tender may be declared unresponsive and ignored:
- a) Tender is unsigned.
  - b) Tenderer is not eligible.
  - c) Tender validity is shorter than the required period.
  - d) Required EMD has not been provided.
  - e) Tenderer has quoted for goods manufactured by a different firm without the required authority letter form etc.
- 21.3 The prequalification/technical bids opened on the scheduled day will be evaluated by competent committees.
- 21.4 The Financial Bids of successful tenderers at prequalification/technical bid stage shall be opened on the designated day in the presence of concerned tenderers who chose to attend and scrutinized & evaluated by competent committees.

## **22. Clarification of Bids**

**During evaluation and comparison of bids, purchaser may, at its discretion give an opportunity to the tenderer for submission of clarification and required documents of its bid. The tenderer should submit written clarifications / documents within the stipulated time. The purchaser may accept such clarifications and receive documents related to the clarifications sought. No change in prices or substance of the bid shall be sought, offered or permitted. No post-bid clarification at the initiative of the tenderer shall be entertained.**

## **23. Qualification/Eligibility Criteria**

Tenders of the tenderers, who do not meet the required qualification/eligibility criteria prescribed in Section-II, will be treated as unresponsive and will not be considered further.

## **24. Conversion of tender currencies to Indian Rupees**

- 24.1 In case the participating tenderers quote their prices in different foreign currencies, all such quoted prices of the responsive tenderers will be converted to a single currency viz., Indian Rupees for the purpose of equitable comparison and evaluation, as on the date of financial bid opening.

24.2 A/Ts (contracts) will be issued in the currencies quoted by the tenderer.

**25. Cartel formation/Pool Rates**

Cartel formation or quotation of pool/co-ordinated rates leading to “Appreciable Adverse effect on Competition” (AAEC) as identified in competition Act, 2002, as amended by Competition(Amendment) Act, 2007, would be considered as a serious misdemeanor and would be dealt accordingly as per the Section IV.

**26. Negotiations**

Normally there would be no price negotiations. But the Director, JSSHS reserves its right to negotiate with the lowest acceptable contractor(L1) who is technically approved for supply of bulk quantity and on whom the contract would have been placed but for the decision to negotiate under special circumstances in accordance with CVC guidelines.

Selection of contractors by negotiation shall be resorted to only in the following exceptional circumstances:

- a. Where procurement is done on proprietary basis
- b. items to be procured are supplied by only limited sources of supply
- c. Items where there is suspicion of cartel formation

**27. Award of Contract**

27.1 Director, JSSHS reserves the right to accept or reject any tender without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract without incurring any liability, whatsoever to the affected tenderer or tenderers.

27.2 Award criteria - Contracts will be awarded to the lowest evaluated responsive tenderer (L-1 tenderer).

27.3 Variations of quantities at the time of award- The Director, JSSHS reserve the right to increase or decrease the quantities of tendered goods according to the actual work load.

27.4 Director, JSSHS reserves the option of giving purchase/price preference to the offer from Central / State Government Public sector undertakings in accordance with the policy of Govt. of India.

27.5 A/Ts (contracts) will be issued in the currencies quoted by the tenderer.

**28. Notification of award:** Before expiry of the validity of tenders, the Director,JSSHS will notify the successful tenderer in writing that its tender for supply of goods, which has been selected by the Director,JSSHS, has been accepted.

28.1 The successful tenderer must furnish the required performance security within 21 days from the date of notification of award as per Section-IV.

28.2 The notification of award shall constitute conclusion of the tender.

**29. Issue of A/T (contract):**

29.1 After receipt of performance security, the Director,JSSHS will send the A/T(Contract form) (as per Annexure-13) duly completed and signed, in duplicate, to the successful tenderer, for acceptance of the contractor.

29.2 Within 15 days from the date of issue of the A/T(contract) the successful tenderer will return the original copy of the contract duly signed and dated to the Director, JSSHS.

**30. Non-receipt of performance security and A/T (contract) by Director,JSSHS.**

Failure of the successful tenderer in providing performance security within 21 days of receipt of notification of award and / or returning the A/T (Contract form) copy duly

signed in terms of GIT clauses and above shall make the tenderer liable for forfeiture of its EMD.

31. **Return of EMD** – The EMD of the successful tenderer and the unsuccessful tenderers will be returned to them without any interest, whatsoever, as stipulated under Section-III.
32. **Publication of tender result:** The name and address of the successful tenderer receiving the contract will be mentioned on the web site.

#### **Section IV: General Conditions of Contract (GCC)**

##### **1. Definitions; Interpretations and Abbreviations: In the tender document/contract, unless the context otherwise requires:**

###### 1.1 Definitions and Interpretation:

- (i) “Contract” means the letter or memorandum communicating to the Contractor the acceptance of this tender(A/T) and includes “Notification of Award” of his tender: “Contract” includes Bid invitation, Instructions to Tenderers, Tender, Acceptance of Tender, General Conditions of Contract, Schedule of Requirement, particulars and other conditions specified in the acceptance of tender and includes a repeat order which has been accepted or acted upon by the contractor and a formal agreement, if executed:
- (ii) “Contractor” or “Supplier” means the individual or the firm supplying the goods and Services. The term includes his employees, agents, successors, authorized dealers, stockists and distributors. Other homologous terms are: Contractor, Firm, Manufacturer, OEM etc.
- (iii) “Government” means the Government of NCT of Delhi
- (iv) The “inspecting officer” means the person, or organization specified in the contract for the purpose of inspection of stores & works under the contract and includes his/their authorized representative:
- (v) The “Purchaser” means the Director, JSSHS – the organization purchasing goods and services as incorporated in the documents.
- (vi) “Signed” includes stamped, except in the case of an acceptance of tender or any amendment thereof:
- (vii) “Test” means such test as is prescribed by the particulars or considered by the Inspecting officer whether performed or made by the Inspecting Officer or any agency acting under the direction of the Inspecting Officer:
- (viii) The delivery of the goods shall have been deemed to take place on delivery of the goods in accordance with the terms of the contract, after approval by the Inspecting Officer if so provided in the Contract-
- (ix) “Writing” or “Written” includes matter either in whole or in part, in Manuscript, typewritten, lithographed, cyclostyled, photographed or printed under or over signature or seal as the case may be.
- (x) Words in the singular include plural and vice versa.
- (xi) Words importing the masculine gender shall be taken to include the feminine gender and words importing persons shall include any company or association or body of individuals, whether incorporated or not.
- (xii) Terms and expressions not herein defined shall have the meanings assigned to them in the Indian Sale of Goods Act, 1930(as amended)

or the Indian Contracts Act,1872(as amended) or the General Clauses Act,1897(as amended) as the case may be.

- (xiii) Parties: the parties to the contract are the “contractor” and the “Purchaser”, as defined above:
- (xiv) “Tender” means quotation/bid received from a firm / contractor.
- (xv) “Goods” means the articles, equipment, material, commodities, livestock, furniture, raw materials, spares, instruments, machinery, industrial plant etc. which the contractor is required to supply to the JSSHS under the contract.
- (xvi) “Earnest money Deposit” (EMD) means monetary guarantee to be furnished by a tenderer along with its tender.
- (xvii) “Performance bond/security” means monetary guarantee to be furnished by the successful tenderer for due performance of the contract placed on it. Performance security is also known as Security Deposit or Performance Bank Guarantee.
- (xviii) “Consignee” means the person to whom the goods are required to be delivered as specified in the contract.
- (xix) “Specification” or “Technical Specification” means the document/drawing/standard that prescribes the requirement to which product or service has to conform.
- (xx) “Inspection” means activities such as measuring, examining, testing, analyzing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement to determine conformity.
- (xxi) “Day” means calendar day.

## 1.2 Abbreviations

- JSSHS means Janakpuri Super Specialty Hospital Society,C-2B,Janakpuri,New Delhi-110058.
- AAEC means “**Appreciable Adverse Effect on Competition**” as per Competition Act.
- BG means **Bank Guarantee**
- CD means **Customs Duty**
- CIF means **Cost, Insurance and Freight** included
- CIP means **Cost, Insurance & freight prepaid**
- FOB means **Freight On Board**
- DHFW means **Dept.of Health&Family Welfare**
- GNCTD means **Government of National Capital Territory of Delhi**
- EMD means **Earnest Money Deposit**
- “FOR” means **Free On Rail**(door delivery)
- GCC means **General Conditions of Contract**
- GIT means **General Instructions to Tenderers**
- SCC means **Special Conditions of Contract**
- SIT means **Special Instructions to Tenderers**
- NIT means **Notice Inviting Tenders**
- PQB means **Pre-Qualification Bid**
- Tender Document means (Standard) Bid / Tender Document
- ITR means **Income Tax Return**
- PAN means **Permanent Account Number** given by the income Tax Department, Govt. of India
- T/E no. means **Tender Enquiry Number**
- A/T means **Acceptance of Tender**(contract)
- OEM means **Original Equipment Manufacturer**

2. Application-the General Conditions of contract incorporated in this section shall be applicable for this purchase to the extent the same are not superseded by the Special Conditions of Contract (SCC) prescribed under Section VI of this document.

**3. Other Laws and Conditions that will govern the Contract:**

Besides GCC and SCC following conditions and Laws will also be applicable and would be considered as part of the contract:

- i. Indian Contracts Act, 1872
- ii. Sale of Goods Act, 1930
- iii. Arbitration and Conciliation Act, 1996
- iv. Competition Act, 2002 as amended by Competition (Amendment Act), 2007
- v. Contractor's Tender Submissions including Revised Offer during Negotiations, if any.
- vi. Conditions in other parts of the Tender Documents
- vii. Correspondence including counter-offers if any; between the Contractor and the Dept. during the Tender Finalization
- viii. Notification of award and Contract Documents
- ix. Subsequent Amendments to the Contract

**4. Performance Bond / Security (in Indian Rupees only)**

Within 21 days of issue of notification of award of contract, the successful tenderer shall furnish performance security for an amount equal to 10% of the total value of the A/T (contract), valid up to 6 months after the date of completion of comprehensive warranty period to ensure compliance of all contractual obligations by the contractor including the comprehensive warranty obligations.

4.1 The performance guarantee shall be denominated in Indian rupees and shall be in one of the following forms:

- (i) Fixed deposit Receipt drawn on any **Nationalized Bank / Scheduled Bank** in India, in favour of the Director, JSSHS
- (ii) Bank guarantee issued by a **Nationalized Bank / Scheduled Bank** in India in the prescribed format as per Annexure-12.

4.2 **In case of the financial bids in foreign currency, the performance guarantee shall be calculated with reference to the value of A/T in INR at the foreign currency exchange rate applicable as on the date of opening of financial bid.**

4.3 In the event of any loss to the purchaser, due to contractor's failure to fulfill the contractual obligations etc., the performance security will compensate the loss i.e. the Director, JSSHS will deduct the amount from performance security and release the balance amount as stipulated.

4.4 The performance guarantee shall be released without any interest to the contractor on completion of the contractual obligations including warranty obligations by the contractor.

4.5 **The performance guarantee will be released after 6 months of completion of comprehensive warranty period unless otherwise specified in the SCC.**

4.6 **The contractor will submit performance guaranty for the CMC period as per the mutually agreed terms & conditions between the indenter & the contractor (from 6th to 10th year).**

**5 Technical specifications and standards**

The goods to be supplied by the contractor under this contract shall conform to the technical specifications and quality control parameters mentioned in Section –VIII “Technical Specifications & Compliance Statement” of this document.

## **6 Packing and Marking**

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

## **7 Inspection:**

Indenter / representative of the indenter / Technical Committee nominated by the Indenter (s) will inspect/arrange for inspection of the supplies made by the contractor for correctness & completeness of the stores.

## **8 Delivery schedules**

### **8.1 For Indian equipment / indigenously manufactured equipment to be supplied on FOR basis -**

Complete stores should be delivered within 45 days of receipt of A/T & in case of imported equipment (to be imported & supplied by the contractor on FOR basis) - Complete stores should be delivered within 90 days of receipt of A/T.

### **8.2 For imported equipment** (for contracts issued in foreign currency & equipment to be imported by the Dept. /supplier) - Complete stores should be delivered within 90 days of opening of L/C.

## **9 Transportation of Goods**

- 9.1 The contractor shall not arrange part-shipments and transshipments.
- 9.2 Instructions for transportation of domestic goods including goods already imported by the contractor under its own arrangement: In case no instruction is provided in this regard in the SCC, the contractor will arrange transportation of the ordered goods as per its own procedure.
- 9.3 Shipping Arrangement for Foreign Contracts: In the case of CIP contracts, the Contractor shall give adequate advance notice to the indenter about the readiness of the consignment, from time to time, and shall arrange for timely shipment.

## **10 Transit Insurance**

The Purchaser will not pay separately for Transit Insurance and the contractor will be responsible for arrival of entire stores contracted in good condition at destination. The transit risk in this respect may be covered by the Contractor by getting the stores duly insured, if he so desires. The Insurance cover shall be obtained by the Contractor in his own name and not in the name of the Consignee. The Consignee will as soon as possible



but not later than 15 days from the date of arrival of stores at destination notify the Contractor of any loss or damage to the stores that may have occurred during transit.

**11 Insurance:**

Unless otherwise instructed in the SCC, the contractor shall make arrangements for insuring the goods against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery/commissioning.

**12 Incidental services**

The contractor will provide required jigs & tools, operation manuals, installation & commissioning, training, after sales service etc.

**13 WARRANTY**

**13.1** The contractor shall certify that the stores supplied to the Purchaser under this Contract are of best quality and workmanship and new in all respects and not a refurbished one and are strictly in accordance with the specifications and particulars mentioned under Section-VIII "Technical Specifications & Compliance Statement".

**13.2** The contractor shall guarantee that the goods supplied would continue to be of the same quality and particulars for a period of 60 months from the date of complete installation & commissioning of goods by the consignee. The Contractor further guarantees that, notwithstanding the fact that the Inspecting Officer may have inspected and/or approved the said goods, if during the aforesaid period of 60 months, the said goods be discovered not to conform to the description and quality aforesaid not giving satisfactory performance or have deteriorated, and the decision of the Purchaser in that behalf shall be final and binding on the Contractor and the Purchaser shall be entitled to call upon the Contractor to rectify and/or replace the Stores or such portion thereof as is found to be defective by the Purchaser within a reasonable period or such specified period as may be allowed by the Purchaser in his discretion on application made thereof by the Contractor, and in such an event, the above period shall apply to the stores rectified and/or replaced from the date of rectification and/or replacement mentioned in warranty thereof. Otherwise the Contractor shall pay to the Purchaser such compensations that may arise by reasons of the warranty therein contained.

**13.3** In case of plant and machinery or in case of stores, which may require spares, the Contractor shall guarantee and will supply spare parts, if and when required for 10 years.

**13.4** The Contractor shall furnish the Warranty to the effect that they will furnish the blue prints of drawings of the Spares, as and when required in connection with the main equipment.

**13.5 Comprehensive Maintenance Contract (from 6th year to 10th year):** The Contractor shall further commit to provide unconditional CMC for the next 60 Months (five years) after the completion of Standard Comprehensive warranty of 60 months to ensure satisfactory / flawless functioning of the stores to give the desired result at the year wise charges quoted in the financial bid. The period of CMC shall cover each and every part of equipment including all accessories as mentioned at clause 13.6 and hospital is not liable to pay any charges on any account during the CMC period of five years for continuous running of equipment. The charges of CMC shall be payable year/quarter wise, from the 6<sup>th</sup> year after expiry of Standard Comprehensive warranty of 60 months on submission of proof of satisfactory performance certificate of the contractor in the preceding year/quarter.

- 13.6 Comprehensive warranty should include consumables, parts having limited life, all accessories and non-consumables parts like probes, metal/plastic/rubber/glass/paints; expandable/non expandables/disposable/non-disposable items/electric circuits/electric parts etc. The CMC should include every part of equipment. The hospital is not liable to pay any charges on any account during the Comprehensive warranty period of five years for continuous running of equipment.**
- 13.7 Uptime guaranty:** During the Warranty/Guaranty period & CMC period, the contractor shall maintain the equipment with uptime. The contractor shall give a written commitment for 95% uptime of the equipment, calculated on annual basis, with penalty equivalent to double the amount of daily cost (on total loss of revenue per day running cost per day basis) of the unit for each day's delay in proper functioning of the unit beyond 5% down time per annum.
- 14 Assignment / Sub-contracts** – Sub-authorization by the principal's authorized agency/firm will not be accepted for making any supply/delivery/service of the goods or for raising bills/collecting payments etc. The contractor shall not assign either in part or whole its contractual duties responsibilities and obligations to perform the contract to any third person, except in case of turn-key works. For turn-key works, the contractor will notify the purchaser regarding sub-contractor's details well in advance. However, in all such cases, the responsibility of fulfilling the contractual obligations will remain with the contractor only.
- 15 Amendment / modification of contract:** If necessary, the purchaser may notify the contractor regarding modification / amendment of terms & conditions of the contract, by a written order not amounting to either increase or decrease in the accepted prices.
- 16 Terms & Mode of Payment:** Unless otherwise specified in the SCC, the terms of payment would be as follows:
- 16.1 For indigenously manufactured equipment / Indian equipment / imported equipment (to be imported & supplied by the contractor) to be supplied on FOR basis:** 80% of the total payment shall be released on submission of proof of delivery of complete stores (stores/Consignees Receipt), inspection & Installation of the equipment. Balance 20% payment shall be released after successful commissioning & take over by the consignee.
- 16.2 For Imported Stores (for contracts issued in foreign currency on CIP basis & equipment to be imported & supplied by the contractor):**
- i.** Payment shall be released through a Letter of Credit (L/C) to the contractor. L/C will be opened for 100% CIP value and payments will be released as per the details given below: 80% of Net CIP price will be released against shipping documents and other relevant certificates etc. Balance 20% payment will be released within 30 days of successful installation & commissioning of the equipment and due certification by the indenter regarding successful completion of providing test in which the machine's performance would have been demonstrated by the contractor or his agent at the consignee's premises.
- ii.** For Indian Agent, if appointed by the contractor: The Dept. will not pay any commission or fees etc. to the Indian Agent. It is the responsibility of the Contractor to pay their Indian Agent for the services rendered by the Agent on mutually agreed terms & conditions (between the contractor & Indian Agent). The Contractor will pay their Indian Agent in Indian Rupees only.
- 16.3** The payments shall be made in the currency authorized in the contract.

16.4 **Comprehensive Maintenance charges:** - Pro-rata quarterly/yearly payment after completion of the quarter/year.

**17 Delay in supplies – penalties**

17.1 The date of delivery of stores stipulated in the A/T (Contract form) shall be deemed to be the essence of the contract and delivery must be completed no later than the date(s) as specified in the A/T (Contract form).

17.2 Part supplies are not acceptable. The arrival date of complete items in the consignee's Stores, as per the A/T (Contract form); will only be considered as the supply date/date of delivery.

17.3 If the Contractor fails to supply the items in the stipulated time as mentioned in the A/T(Contract form) the following penalty will be levied on the Contractor (deductible from Performance Security):

i. **For delayed supply:** A penalty of 1% of the total value of A/T per week will be imposed subject to a maximum of 5% of the total value of A/T.

ii. **For Non-supply:** Performance Bond/Security of the contractor will be forfeited.

**17.4 Risk Purchase**

a. If the successful Contractor fails to supply the ordered stores and dishonors the A/T (Contract form), the department may procure the stores on Risk purchase basis and performance security of the Contractor will be forfeited. The hospital may also impose a penalty and/or blacklist the Contractor, depending upon urgency of requirement as well as the loss of revenue due to non-availability of such equipment.

b. The time period for making RISK PURCHASE shall be 4 months.

**18 Termination for default:**

18.1 The Director, JSSHS without prejudice to any other contractual rights and remedies available to it (The JSSHS), may, by written notice of default sent to the contractor, terminate the contract in whole or in part, if the contractor fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the JSSHS.

18.2 In the event the JSSHS terminate the contract in whole or in part, the JSSHS may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit at the "Risk and Cost" of the contractor and the contractor shall be liable to the JSSHS for the extra expenditure, if any, incurred by the JSSHS for arranging such procurement.

18.3 Unless otherwise instructed by the JSSHS, the contractor shall continue to perform the contract to the extent not terminated.

**19 Termination for Insolvency – if the contractor becomes bankrupt or otherwise insolvent,** The DIRECTOR, JSSHS reserves the right to terminate the contract at any time, by serving written notice to the contractor without any compensation, whatsoever, to the contractor, subject to further condition that such termination will not prejudice or affect the rights and remedies which have been accrued and / or will accrue thereafter to the Director, JSSHS.

## **20 Force Majeure**

In the event of any unforeseen event directly interfering with the supply of stores arising during the currency of the contract, such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the Contractor shall, within a week from the commencement thereof, notify the same in writing to the Purchaser with reasonable evidence thereof. Unless otherwise directed by dept. in writing, the contractor shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. If the force majeure conditions(s) mentioned above be in force for a period of 90 days or more at any time, either party shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days" notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this contract prior to such termination.

## **21 Code of ethics**

The JSSHS as well as tenderers, Contractors and Consultants under the contracts shall observe the highest standard of ethics during the procurement or execution of such contracts. In pursuit of this policy, for the purpose of this provision, the terms set forth below are defined as follows:

- 21.1 "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
- 21.2 "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
- 21.3 "Collusive practice" means a scheme or arrangement between two or more Contractors, with or without the knowledge of the Purchaser, designed to establish bid prices at artificial, non-competitive levels; and
- 21.4 "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.
- 21.5 A particular violation of ethics may span more than one of above mentioned unethical practices.
- 21.6 The following policies will be adopted in order to maintain the standards of ethics during procurement:
  - (a) A proposal for award will be rejected if it is determined that the Contractor recommended forward has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.
  - (b) A contract will be cancelled if it is determined at any time that Department representatives/officials have directly or indirectly, engaged in corrupt, fraudulent, collusive or coercive practices during the procurement or the execution of that contract.
  - (c) In case any individual staff is found responsible, suitable disciplinary proceedings should be initiated against such staff under the applicable government conduct rules. The existing provisions under the Indian law including the instructions of Central Vigilance Commission should be followed in this regard.

- (d) Firms or individuals shall be banned/blacklisted after following due process, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a contract, if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing the contract.

## **22 Serious Misdemeanors**

22.1 Following would be considered serious misdemeanors:

- i. Submission of misleading/false/fraudulent information/documents by the contractor in their bid
- ii. Submission of fraudulent/unencashable Financial Instruments stipulated under Tender or Contract Condition.
- iii. Violation of Code of Ethics laid down in Clause 21 of the GCC.
- iv. Cartel formation or quotation of Pool/Coordinated rates leading to “Appreciable Adverse Effect on Competition” (AAEC) as identified under the Competition Act, 2002.
- v. Deliberate attempts to pass off inferior goods or short-quantities.
- vi. Violation of Fall Clause by the Firms.
- vii. Attempts to influence Department’s Decisions on scrutiny, comparison, evaluation and award of Tender.

22.2 Besides, suitable administrative actions, like rejecting the offers or delisting of registered firms, Department would ban/blacklist Tenderers committing such misdemeanor, including declaring them ineligible to be awarded the Department contracts for indefinite or for a stated period.

## **23. Resolution of disputes:**

If dispute or difference of any kind shall arise between the hospital and the contractor in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations. If the parties fail to resolve their dispute or difference by such mutual consultation within twenty one days of its occurrence, then, unless otherwise provided in the SCC, either the hospital or the contractor may seek recourse to settlement of disputes through arbitration as per The Arbitration and conciliation Act 1996 as per following clause.

**24. Arbitration Clause:** If both parties fail to reach such amicable settlement, then either party (the Purchaser or Seller) may within 21 days of such failure give a written notice to the other party requiring that all matters in dispute or difference be arbitrated upon. Such written notice shall specify the matters which are in difference or of difference of which such written notice has been given and no other matter shall be referred to the arbitration in accordance with the conciliation and arbitration rules of International Chamber of Commerce (ICC)/United National Commission on International Trade Law (UNCITRL) by the arbitrator(s) appointed in accordance with the procedure being followed by the Govt. of NCT Delhi. The arbitration proceeding shall be held in New Delhi and shall be conducted in English language. All documentation to be reviewed by the arbitrators and/or submitted by the parties shall be written or translated into English. Venue of arbitration shall be New Delhi. The arbitrator or arbitrators appointed under this article shall have the power to extend time to make the award with the consent of the parties. Pending reference

to arbitration, the parties shall make all endeavors to complete the contract/work in all respects and all disputes, if any, will finally be settled in the arbitration.

**25. Applicable Law**

- 25.1 The contract shall be interpreted in accordance with the laws of India.
- 25.2 Irrespective of the place of delivery, or the place of performance or the place of payments under the contract, the contract shall be deemed to have been made at the place from which the notification of acceptance of the tender has been issued.
- 25.3 The courts of the place from where the notification of acceptance has been issued shall alone have jurisdiction to decide any dispute arising out or in respect of the contract.

**Section: V- Special Instructions to Tenderers (SIT)**

The following special instructions will apply for this purchase. These special instructions will modify/ substitute/supplement the corresponding General Instructions to Tenderers (GIT) incorporated in Section-III. In case of conflict between the provisions in the GIT and that in the SIT, the provisions contained in the SIT shall prevail.

S.No.	ITEM	SIT Provision
1.	Purchaser	Director, JSSHS
2.	Indenter (s)	Director, JSSHS
3.	Turn-Key works	The equipment is to be supplied on turn-key basis. For this purpose, before submitting their bids, prospective tenderers should visit the site at Janakpuri Super Specialty Hospital, C-2/B, Janak Puri, New Delhi -58. In consultation with the Director.
4.	A/Ts (Contracts)	A/Ts (Contract form) will be issued for this equipment – pertaining to Director, JSSHS, Govt. of NCT of Delhi.
5.	Paying Authority(ies)	Director, JSSHS
6.	Consignee (s)	Director, JSSHS
7.	Inspection Authority	Indenter / representative of the indenter / Technical Committee nominated by the Indenter
8.	E.M.D. (Refundable)	Microbiology items as per list attached - Rs. 50,000/-
9.	<b>Pre-Bid Meeting- Date &amp; Venue</b>	<b>As per e-tender Venue: Office of Director, JSSHS, New Delhi-110058.</b>

**Section VI: SPECIAL CONDITIONS OF CONTRACT (SCC)**

The following special condition of contract (SCC) will apply for this purchase. These special conditions will modify/ substitute/supplement the corresponding General conditions of Contract (GCC) incorporated in Section-IV. In case of conflict between the provisions in the GCC and that in the SCC, the provisions contained in the SCC shall prevail.

S.NO.	Item	SCC Provision
1.	Warranty	<ul style="list-style-type: none"> <li>▪ The tenderers should provide 5 years standard comprehensive warranty.</li> <li>▪ The tenderers should quote comprehensive maintenance charges (CMC) compulsorily for the next 5 years (i.e. from 6th to 10th year). Tenderers should quote year wise charges for 5 years CMC in the financial bid. The CMC charges will be added to the total equipment price (including turn-key), for the purpose of determining the lowest responsive bid (L-1 bid).</li> <li>▪ The Director, JSSHS shall not be bound to take all or any of the articles enumerated in the tender.</li> </ul>
2.	Delivery Schedules	Complete equipment (all items) should be delivered, and the equipment must be installed & commissioned within the period mentioned in the A/T (Contract).
3.	Payment terms	As per GCC
4.	Incidental charges	As per GCC

### **Section VII: List of Requirements**

S.No.	Name of Equipment	Accounting units	Quantity	Amount of Earnest Money Deposit (EMD)
1.	Vertical Autoclave	No.	03	Rs. 50,000/- (Rupees Fifty Thousand only)
2.	Biosafety Cabinet Class II Type-B2	No.	01	
3.	Biosafety Cabinet Class II Type-A2	No.	01	
4.	Vertical Laminar Flow	No.	01	
5.	Electrical Loop Sterilizer	No.	02	
6.	Electrical Bunsen Burner	No.	02	
7.	Laboratory Refrigerators (Pharmaceutical)-600ltr.	No.	01	
8.	Laboratory Refrigerators (Pharmaceutical)-300ltr.	No.	01	

**Technical Specifications of the above equipment are given under Section - VIII.**

### **Section VIII: Technical Specifications & Compliance Statement**

1. **Technical Specifications are given at Annexure 14.**
2. **Tenderer should furnish stipulated documents in support of fulfillment of qualifying criteria. Non-submission or incomplete submission of documents may lead to rejection of tenders.**
3. **The tenderer is required to provide details, information, confirmations etc. according to the Section-III (GIT clause no. 13) failing which the tender is liable to be ignored.**
4. **The tenderer should submit a technical compliance statement clearly indicating the deviations (if any) in the prescribed format given under Annexure-6.**

**Annexure-1**  
**Check-List for Eligibility Criteria**  
**(To be submitted on the letter head of the bidder)**

Sl. No.	Required Documents	Yes/No	Total no. of pages
1)	<b>EMD to be submitted as per Section III.</b>		
2)	Tender Form (Annexure-7)		
3)	Latest Income Tax Return (ITR) – to be submitted as per Section III and copy of PAN card		
4)	Delhi Value Added Tax (VAT)/TIN No. & Service Tax (if applicable): Submit self-attested copy of VAT/TIN No. & Service Tax No. (If applicable).		
5)	Undertaking for Terms & Conditions of this tender to be submitted in the format given at Annexure-3:		
6)	Undertaking for warranty clause - to be submitted in the format given at Annexure-4:		
7)	Undertaking related to service centre etc. to be Submitted in the format given at Annexure-5.		
8)	Technical Compliance Statement to be submitted as per Section III and in the format given at Annexure-6.		
9)	Additional information to be submitted as per Annexure-8.		
10)	Manufacturer's Authorization letter regarding appointment of Indian Agent, if any, to be submitted as per Annexure-10.		
11)	Copy of this tender document duly signed & stamped by the tenderer.		
12)	<b>Tenderers</b> should furnish a list of successful installations & commissions executed by them for similar equipment, preferably from Govt. Hospitals / Institutions in India, in the last three years.		
13)	Tenderers should submit <b>authorization</b> letter to sign and submit the tenders as per Annexure-11		
14)	Brochures, literatures and catalogues etc.		
15)	Criminal Liability undertaking as per Annexure -15		

➤ **Whether all required documents are submitted or not:**

➤ **Whether all required documents are in order or not:**

.....  
 [Signature with date, name and designation]

for and on behalf of Messrs.....

[Name & address & seal of the Tenderer]



**PRICE**  
**SCHEDULE**

**Part-I (Price Schedule cost of the equipment (including 05 years warranty) and cost of CMC from 6th to 10th year including comprehensive maintenance.)**

Sl. No.	Item Description	Units	Quantity	Equipment Cost - for One Unit - as per NIT specifications including Packing & Forwarding Charges/Freight/Transportation & Insurance Charges (only in INR)	Cost of Locally supplied items / cost of site preparation / installation, Testing and commissioning cost etc., (if any) for 1 Unit for entire system (only in INR)	Duties - (Custom Duty/CVD/SVD etc.) / Delivery Charges, India n agent commission charges Taxes - (VAT /CST/ST etc.) (only in INR)	6th Year CMC charges Inclusive Taxes (only in INR)	7th Year CMC charges Inclusive Taxes (only in INR)	8th Year CMC charges Inclusive Taxes (only in INR)	9th Year CMC charges Inclusive Taxes (only in INR)	10th Year CMC charges Inclusive Taxes (only in INR)	Total Amount In INR (Rs.) = (5+6+7+8+9+10+11+12)	Total Amount In INR (Rs.) = 13x col 4
1	2	3	4	5	6	7	8	9	10	11	12	13	14
1.	Vertical Autoclave	No.	03										
2.	Biosafety Cabinet Class II Type-B2	No.	01										
3.	Biosafety Cabinet Class II Type-A2	No.	01										
4.	Vertical Laminar Flow	No.	01										
5.	Electrical Loop Sterilizer	No.	02										
6.	Electrical Bunsen Burner	No.	02										
7.	Laboratory Refrigerators (Pharmaceutical)-600ltr.	No.	01										
8.	Laboratory Refrigerators (Pharmaceutical)-300ltr.	No.	01										

**Price bid Evaluation:**

**L1 calculation will be cumulative cost of:**

- a) Main Equipment including all accessories with warranty for five years.
- b) Cost of CMC from sixth to tenth year including comprehensive maintenance.

**Undertaking**

**(To be submitted on the non-judicial stamp paper of Rs.100/-)**

**Tender Enquiry No. \_\_\_\_\_ Due for Opening on \_\_\_\_\_**

Sir,

I/We \_\_\_\_\_ hereby declare that:-

1. I/we am/are the manufacturers of the equipment required as per the above mentioned NIT.
2. I/we do accept / agree for the all clauses including the Warranty (5 Years Comprehensive Warranty followed by 5 years CMC-) and Payment Terms & Conditions of this Tender Enquiry.
3. I/we do hereby confirm that the prices/rates quoted are fixed and are at par/lower with the prices quoted by me/us to any other Govt. of India/Govt. of NCT Delhi Hospitals/Medical Institutions. I/we also offer to supply the stores at the prices and rates not exceeding those mentioned in the price Bid.
4. I/we agree to abide by my/our offer for a period of 365 days from the date of opening of the Tender.
5. I/we have necessary infrastructure for maintenance & repair of the equipment and will provide all accessories / spares as and when required.
6. I/we also declare that in case of change of Indian Agent or for any other change, merger, dissolution, solvency etc. in the organization of our foreign principles, we would take care of the Guarantee/Warranty/Maintenance & repair of the equipment.
7. I/we shall not dispatch the stores without confirmation from the hospital regarding the availability of CDEC/NMIC etc. failing which the demurrage charges incurred in clearance of the consignment shall be borne by me/us.
8. I/we shall provide assistance to the consignee in clearance and delivery of stores at consignee's stores / promises.
9. The demurrage / storage charges, if any, payable to the customs department, due to non-receipt of required documents in time by the hospital / delay due to incorrect entries, mistakes to the documents etc. shall be borne by me/us.
10. I/we have carefully read and understood all terms and conditions of this Tender and I/we shall abide by them.
11. I/we undertake to get the equipment repaired within 48 hours of the receiving of the complaint from the hospital failing which a penalty @1% of the cost may be recovered from the Performance Bond/Security before releasing the same to us.
12. I/we have carefully read & understood all terms and conditions/instructions elaborated in various sections of this tender and I/we shall abide by them.

.....

.....

[Signature with date, name and designation]

for and on behalf of Messrs.....

[Name & address & seal of the Tenderer]

**Annexure-4**  
**Warranty / Guaranty Undertaking**  
**(To be submitted on the non-judicial stamp paper of Rs.100/-)**

**Tender Item No.** \_\_\_\_\_ **Due for Opening on** \_\_\_\_\_

**Name of the equipment:** \_\_\_\_\_

I/We M/s \_\_\_\_\_ hereby declare that:

1. I/we do accept / agree for the warranty/guaranty clause as stipulated in this tender document(5 years Comprehensive warranty followed by 5 years CMC).
2. I/we wouldn't charge/quote any extra price on account of the above said warranty/guaranty.
3. I/we do accept / agree to provide uptime Guaranty of 95%, as stipulated in this tender document.
4. I/we would supply spare parts, if and when required for 10 years.

.....  
.....

[Signature with date, name and designation]

for and on behalf of Messrs.....

[Name & address & seal of the Tenderer]

**Annexure-5**  
**Undertaking related to After Sales Service**  
**(to be submitted on the non-judicial stamp paper of Rs.100/-)**

**Tender Item No.** \_\_\_\_\_ **Due for Opening on** \_\_\_\_\_

**Name of the equipment:** \_\_\_\_\_

1. I/We, are/am manufacturers of the equipment required as per the above mentioned NIT, hereby confirm that I/we have the requisite infrastructure and trained technical manpower to provide satisfactory after sales service (repair & maintenance) of the equipment supplied under this contract.
2. Our service facility is located at (Indian Centre) \_\_\_\_\_(complete address with telephone numbers, e-mail ids etc.)
3. Our local service facility (Delhi/New Delhi/NCR) is located at \_\_\_\_\_(if any)
4. Name of the person(s) responsible for maintenance of the above said facilities with address and telephone number and email id \_\_\_\_\_.
5. I/We further confirm that the above said facility has the capacity & capability to provide after sale service through the contract period.
6. I/we agree to provide the required accessories/ spares as and when required by the indenter as per warranty and CMC clause for 10 years from the date of installation & commissioning of the equipment.

.....  
[Signature with date, name and designation]  
for and on behalf of Messrs.....  
[Name & address & seal of the Tenderer

**Annexure-6**  
**Technical Compliance Statement**  
**(to be submitted on the letter head)**

- **The tenderer is required to provide details, information, confirmations etc. according to the Section-III (GIT clause no. 13) failing which the tender is liable to be ignored.**
- **Tenderer should furnish stipulated documents in support of fulfillment of qualifying criteria. Non-submission or incomplete submission of documents may lead to rejection of offer.**
- **Tenderer should indicate „yes meets“ or „no, doesn“t meet“ under appropriate columns in the compliance statement as per the proforma given below:**

**Tender Item No.** \_\_\_\_\_ **Due for Opening On** \_\_\_\_\_

**Name of the Equipment** \_\_\_\_\_

Sl. No.	Tender Technical Specifications	Specifications of the Equipment offered by the tenderer	Whether the offered equipment meets tender specifications or not	Technical bid / offer (submitted by the tenderer) page number on which this particular specification is mentioned	Deviation(s) from tender specifications, if any (in unambiguous terms)

.....  
.....  
.....

[Signature with date, name and designation]  
for and on behalf of Messrs.....  
[Name & address & seal of the Tenderer

**Annexure-7**  
**Tender Form**

**(to be submitted on the letter head)**

Tenderers should submit a „Tender Form“ as per the format given below.

Date.....

.....  
(Complete address of the Dept.)

Ref: Your Tender document No.....dated.....

We, the undersigned have examined the above mentioned tender enquiry document, including amendment No. -----, dated ----- (if any), the receipt of which is hereby confirmed. We now offer to supply, install, commission, maintain & repair .....(description of goods and services) in conformity with your above referred document. If our tender is accepted, we undertake to supply the goods and perform the services as mentioned above, in accordance with the delivery schedule specified in this tender document. We agree to provide comprehensive warranty followed by CMC period of 05 years as stipulated in this NIT. We further confirm that, if our tender is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of this tender for due performance of the contract. We agree to keep our tender valid for acceptance for a period up to 365 days, as required in this tender for due performance of the contract. We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

Dated this ..... day of\_\_\_\_\_

Yours faithfully,

.....  
.....

[Signature with date, name and designation]

for and on behalf of Messrs.....

[Name & address & seal of the Tenderer

**Annexure-8**  
**Additional Information**

(to be submitted on the letter head)

**Tender Enquiry No** \_\_\_\_\_ **Due for Opening On** \_\_\_\_\_

1. Name, Address, Telephone nos, & e-mail Id of the r/Contractor/Manufacturer:
2. Brand of Stores offered:  
 Make:  
 Model:
3. Station of Manufacturer:
4. Name, Address, Telephone nos. & e-mail ID of Local (Delhi/New Delhi/NCR) Service Station:
5. Name, Address, Telephone nos. & e-mail ID of Indian Agent, if duly appointed:
6. Permanent Income Tax (PAN) No.
7. Please indicate Name, address, Telephone nos. & e-mail ID of your Bankers:
8. Please furnish details of Equipment Quality Control (QC Test report etc.) etc.:
9. Business Name and constitution of the Manufacturer. Is the firm registered under
  - (i) The Indian companies Act. 1956
  - (ii) The Indian Partnership Act 1932
  - (iii) Any Other Act, if not Indian (Please give full details like Name, Address, Telephone nos. & e-mail ID etc. of the registering authority)
10. Please indicate the stock in hand at the time of bidding:
  - (a) Held by you against this enquiry: \_\_\_\_\_
  - (b) Held by M/s \_\_\_\_\_ over which you have a pre-tender agreement
11. Do you agree to sole arbitration by an officer in the Department of Law & Justice, Govt.of NCT to be appointed as Arbitrator by the Secretary (Health & Family Welfare)? (It should be noted that omission to answer the above question will be deemed as an acceptance of the clause).
12. For partnership firm state whether they are registered or not registered under Indian Partnership Act, 1932, whether by the partnership agreement authority to refer disputes concerning the business of the partnership to arbitration has been conferred on the partner who has agreed to sign the tender.
13. Whether you possess the requisite license for manufacturer of the stores and / or for the procurement for raw materials belonging to any controlled category required for the manufacturer of the stores? In the absence of any reply it would be assured that it has the requisite license.
14. State whether business dealing with you has been banned by any Govt. of India /Indian State Government organizations or any other Governments?

Yours faithfully,

.....  
.....

[Signature with date, name and designation]

for and on behalf of Messrs.....

[Name & address & seal of the Tenderer]

**Annexure-9**

**Sample Bank Guarantee Form for EMD (in Indian Rupees only)**

Whereas.....  
(hereinafter called the "Tenderer") has submitted its quotation dated .....for the supply of.....(hereinafter called the "tender") against the JSSHS tender enquiry No..... Know all persons by these presents that we.....of (hereinafter called the"Bank") having our registered office at.....are bound unto the Director, Janakpuri Super Specialty Hospital,C-2B,Janakpuri,New Delhi-110058 (hereafter called the "the JSSHS") in the sum of..... for which payment will and truly to be made to the said the JSSHS, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this.....day of.....20.....

The conditions of this obligation are-

- (1) If the Tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the Tenderer having been notified of the acceptance of his tender by the JSSHS during the period of its validity:-
  - a) fails or refuses to furnish the performance security for the due performance of the contract.
  - b) fails or refuses to accept/execute the contract.

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

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

.....  
(Signature of the authorized officer of the Bank)  
.....

.....  
Name and designation of the officer

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



**Annexure-10**

**Manufacturer's Authorization Letter**  
**(To be submitted on the manufacturer's letterhead)**

To

.....

.....

(Name and address of the Dept.)

Dear Sir,

Ref: Your Tender Enquiry No.....dated.....

Yours faithfully,

.....

.....

*[signature with date, name and designation]*

*for and on behalf of Messrs.....*

*[Name & address & seal of the manufacturer]*

*Office seal of the manufacturing firm*

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

**Annexure-11**

**Authorization to sign the Tender documents  
(on the letterhead of the Tenderer)**

To

.....  
.....

(Name and address of the Dept.)

Dear Sir,

Ref: Your Tender Enquiry No.....dated.....

Yours faithfully,

.....  
.....

*[signature with date, name and designation]*  
*for and on behalf of Messrs.....*

*[Name & address & seal of the Tenderer]*

**Annexure-12**  
**Bank Guarantee Form for Performance Security (in Indian Rupees only)**

\_\_\_\_\_ [insert: Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: \_\_\_\_\_ [insert: Name and Address of the Dept.]

Date: \_\_\_\_\_

PERFORMANCE GUARANTEE No.: \_\_\_\_\_

WHEREAS.....(name and address of the contractor) (hereinafter called "the contractor") has undertaken, in pursuance of contract no.....dated .....to supply (description of goods and services) (herein after called "the contract").

AND WHEREAS it has been stipulated by you in the contract that the contractor shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

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

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

We hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand. We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the contractor shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

We undertake to pay the JSSHS up to the above amount upon receipt of its first written demand, without the JSSHS having to substantiate its demand.

This guarantee will remain in force for a period of sixty days after the currency of this contract (as stipulated in the contract) and any demand in respect thereof should reach the Bank not later than the above date.

.....  
(Signature of the authorized officer of the Bank)

.....  
.....

Name and designation of the officer

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

.....  
Name and designation of the officer

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

**Annxure-13**  
**A/T (Contract Form)**

**A/T (Contract) No.** \_\_\_\_\_ **Dated** \_\_\_\_\_

This is in continuation to this **office Notification of Award No.** \_\_\_\_\_ **dated** \_\_\_\_\_

**1. Name & address of the Contractor** \_\_\_\_\_

**2. Name & address of the Indian Agent, if any** \_\_\_\_\_

**3. Department's Tender Enquiry No.** \_\_\_\_\_ **dated** \_\_\_\_\_ **and** subsequent Amendment No. \_\_\_\_\_ **dated** \_\_\_\_\_ (if any), issued by the JSSHS.

**4. Contractor's Tender No.** \_\_\_\_\_ **dated** \_\_\_\_\_ **and** subsequent communication(s) No. \_\_\_\_\_ **dated** \_\_\_\_\_ (If any), exchanged between the supplier and the JSSHS in connection with this tender.

**5. In addition to this Contract Form, the following documents etc., which are included in the documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be**

**read and construed as part of this contract:**

- (i) General Conditions of Contract;
- (ii) Special Conditions of Contract;
- (iii) List of Requirements;
- (iv) Technical Specifications;
- (v) Tender Form furnished by the contractor;
- (vi) Price schedule furnished by the contractor in its tender;
- (vii) Manufacturer's Authorization Form reg. appointment of Indian Agent
- (viii) The Department's Notification of Award
- (ix) Undertakings submitted by the contractor

Note: The words and expressions used in this contract shall have the same meanings as are respectively assigned to them in the conditions of contract referred to above.

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

**(i) Consignee:**

**(ii) Destination and dispatch instructions:**

**(iii) Name & Address of the Contractor's foreign principle** in whose name the L/C is to be opened and payments are to be released by the bankers

**(iv) Country Of Origin** of the equipment:

**(v) Delivery schedules:**

a. **For Indian equipment / indigenously manufactured equipment to be supplied onFOR basis** - complete stores should be delivered within 45 days of receipt of A/T & incase of imported equipment (to be imported & supplied by the contractor on FOR basis) - Complete stores should be delivered within 90 days of receipt of A/T.

b. **For imported equipment** (for contracts issued in foreign currency & equipment to be imported by the Dept.) - Complete stores should be delivered within 90 days of opening of L/C.

**(vi) Inspection/Quality Control:**

- a. Inspection Authority
- b. Inspecting Officer

c. Place of inspection

**(vii) Paying authority:**

**(viii) Payment terms:**

a. **For indigenously manufactured equipment / Indian equipment to be supplied by the Contractor on FOR basis:** 80% of the total payment shall be released on submission of proof of delivery of complete stores (stores/Consignees Receipt), inspection & Installation of the equipment. Balance 20% payment shall be released after successful commissioning & take over by the consignee.

b. **For imported equipment and accessories (for contracts issued in foreign currency & equipment to be imported by the contractor):** Payment shall be released through a Letter of Credit (L/C). L/C will be opened for 100% CIP value and payments will be released as per the details given below: 80% of Net CIP price will be released against shipping documents and other relevant certificates etc. Balance 20% payment will be released within 30 days of successful installation & commissioning of the equipment and due certification by the indenter reg. successful completion of providing test in which the machine's performance would have been demonstrated by the contractor or his agent at the consignee's premises.

c. **Comprehensive Maintenance charges:** - Pro-rata quarterly/yearly payment after completion of the quarter/year.

**(ix) Warranty Clause:** As given under Section - IV. It is, however, re-iterated that

the warranty will be initial 5 years comprehensive warranty followed by 5 years

CMC. x) **Brief particulars of the equipment** which shall be supplied by the contractor

are as under (complete as per the offer made by M/s----- in their tender and price schedule):

Description of the equipment to be supplied	Qty	Unit Price (in -- )	Total Price (in--)
<p><b>Name of the equipment:</b>  <b>Model:</b>  <b>Make :</b>  <b>Manufactured by :</b>            Complete equipment conforming to the technical specifications and as per the description given in the tender submitted by the contractor and duly examined and approved by the hospital technical bid evaluation committee.</p>			
<p><b>Effective total cost of this contract:</b>  <b>In case of imported equipment (for contracts issued in foreign currency &amp; equipment to be imported by the Contractor)</b>  <input type="checkbox"/> Total FOB price including Insurance &amp; Freight charges  <input type="checkbox"/> Less custom clearance charges, delivery charges, Indian Agent Commission (if any &amp; if quoted - payable in equivalent Indian rupees), installation, Testing &amp; Commissioning charges for the entire system etc., local taxes if any (In Indian Currency)  <input type="checkbox"/> Net FOB/CIF price, New Delhi/Delhi price</p>			

<p><b>In case of Indian/indigenously manufactured equipment /imported equipment (imported &amp; supplied by the contractor) to be supplied on FOR basis</b></p> <p><input type="checkbox"/> Total FOR, New Delhi/Delhi price</p> <p><input type="checkbox"/> Applicable taxes (VAT etc)</p> <p><input type="checkbox"/> Total FOR, New Delhi/Delhi price</p>			
--	--	--	--

7. Training: The contractor shall provide onsite training to medical & technical staff of the indenter.

8. Service after expiry of Comprehensive warranty of 5 years: After expiry of comprehensive warranty period, the contractor will enter into comprehensive maintenance contract (CMC) as per rates specified in price bid on mutually agreed terms & conditions for further maintenance of whole equipment (from 6th to 10th year).

.....

DIRECTOR  
JSSHS

**Received and accepted this contract**

.....

(Signature, name and address of the contractor's representative duly authorized to sign on behalf of the contractor)

For and on behalf of.....

(Name and address of the contractor)

.....

(Seal of the contractor) Date:

Place:

## Anexxure-14

### SPECIFICATIONS OF Microbiology Items

#### **VERTICAL LAMINAR FLOW**

1. Cabinet should have internal dimensions of (WXDXH) approx 1200 x 600 x 650 mm.
2. External dimensions (WXDXH) approx 1320 X 905 X 1900 mm.
3. Should have an approximate air volume capacity of 1350 m<sup>3</sup>/h.
4. Microprocessor-based control system for all cabinet functions. Should have LED display to shown measured parameters like Stage velocity, total using time, UV/FL lamp on/off.
5. Cabinet should have vertical sash.
6. Cabinet should be type tested to EN 12469 and in accordance to EN ISO/IEC.
7. Cabinet initial airflow velocity should be > 55 fpm, should have centrifugal fan system.
8. Cabinet should have HEPA filter with rating at 0.3 microns as per IEST-RP-CC-001.3 tested to a typical efficiency of >99.99% 0.3 micron particles.
9. Additional pre-filter should be there.
10. One piece formed stainless steel work surface with curved front edge.
11. Cabinet should have Very low noise level less than 62 dBA and anti-vibration construction.
12. Cabinet should have Air Cleanliness of: ISO 14664.1 class 4.
13. Cabinet should meet Filter Performance: EN-1822(H14). etc.
14. Power Supply of 220V/50Hz.
15. Cabinet should have Light Intensity minimum of 800 Lux.
16. Cabinet should have isocide antimicrobial coating on all painted surfaces.
17. Main External Body Should be made up of 18 gauge electro-galvanized steel, with epoxy powder-coated finish.
18. Work zone to be made up of SS 304, 1.2 mm thick and should be UL listed for safety.
19. Germicidal UV lamp – 1 No., 2 number choke-less fluorescent lamps, one service fixture for gas/vacuum/air inlet, 2 electrical sockets and support stand with castor wheels should required.
20. Warranty as per tender document.



## **AUTOCLAVE SPECIFICATIONS (VERTICAL)**

1. It should be fully automatic.
2. Should have a triple walled construction.
3. The working chamber, steam jacket, outer chamber and the lid should be made of stainless steel.
4. Should have water inlet and outlet valves.
5. Should have a water level gauge.
6. Should have gauges for measuring inner and outer steam pressure.
7. Should have an inner temperature indicator.
8. Should have automatic pressure control switch, safety valve and eject valve.
9. Should have joint-less silicone gasket.
10. Should have automatic low water protection.
11. Should be supplied along with bins.
12. Should have an ISI mark.
13. The working temperature range of 110°C - 134°C or better with temperature accuracy 0.1 °C and user should be able to set the desired sterilization temperature and sterilization time (10 minutes onwards) in the increment of one unit. This required particularly sterilization of culture media special at 110°C for 10 minutes and 121°C for 20 minutes.
14. Chamber Capacity: 300 - 400 liters with 2 containers.
15. The door should have automatic locking system on top.
16. Should be operated in mains 220 V – 240 V ac 50 Hz input power supply.
17. Nickel clad chambers are required: The chamber weldments, doors and jacket shall be designed to meet the requirements and so be stamped by ASME. This will ensure that the requirements of the ASME Boiler and Pressure Vessel code, Section IX are met.
18. A welded end ring of Monel or similar material of strength and corrosion resistance shall make up the door frame.
19. The chamber should be supplied with two rails made up of AISI 316 for easy loading and unloading. A long steel handle should also be supplied to pull out hot sterilization carriage.
  - a. Pull out trays/Tanks (2 pieces), floor loading carts and transfer carriages should be made up of AISI 316. Pull out tray/Tank in the chamber should have raised edges to protect against solution spillage during sterilization.
  - b. The provision of locking the trolley as well as the carriage should be present.
  - c. Loading cart should have a coupling system for connecting and disconnecting with the loading and unloading system of sterilizer.
20. The digital display at front panel will show the following parameters:
  - i. Chamber temperature
  - ii. Cycle no.
  - iii. Batch no.
  - iv. Time & Date
  - v. Alarm indicator
  - vi. Error code
  - vii. Low water indicator
21. Inbuilt boiler made of AISI 316 with low water protection system
22. Inbuilt or External Printer to record dates, time, load, identification no. and operating parameters i.e. temperature and holding time etc.
23. Compatible Water softener / RO based water purification system to feed autoclave.
24. Installation should be on turnkey basis. Following will be the terms and conditions:

- a. Water, electrical connection cable and drain outlet will be made available by the department. The supplier shall be responsible for arranging rest of the things for installation and smooth functioning of the equipment.
  - b. Any civil work including flooring, tilling, plaster paint work or wood work, required for installation of autoclave shall be the responsibility of the supplier.
25. Following shall be provided by the supplier along with machine
- i. Two sets of operating manual.
  - ii. Two sets of circuit diagram.
  - iii. Service manual.
26. Five year AMC and warranty.

## CLASS II TYPE -B2 BIOSAFETY CABINET

1. Cabinet should be Class II Type B2.
2. Working area should match requirement for work with agents assigned to Biosafety levels-1, 2&3.
3. Internal dimensions of cabinet is approx (WxDxH) 1210 x 570 x 650 mm.
4. Maximum Usable Work area of cabinet should be 6.0 sq ft.
5. Meet American (NSF/ANSI) / European standard EN 12469 (type tested).
6. Should have Vertical Laminar Air Flow.
7. Average airflow velocity: Inflow: 0.53 m/s at initial set point, Downflow: 0.33 m/s at initial set point.
8. For air cleanliness: ISO 14664.1 Class 3 and other equivalent air cleanliness requirements.
9. Motor must automatically adjust the air flow speed to ensure continuous safe working condition.
10. Air flow shall be as per requirements of Biosafety regulations in respect of at least BSC II B level cabinet.
11. Two ULPA (Ultra Low Penetration Air) filters with integral metal guards (preferable), efficiency of >99.99% at 0.3 $\mu$  to provide more than 90% exhaust.
12. For Filter Performance: IEST – RP – CC034.1 etc with filter.
13. Cabinet construction:
  - a. Main body (1.5mm), 16 gauge electrogalvanized steel epoxy powder coating finish.
  - b. Work Zone (1.2mm), 18 gauge electrogalvanized steel epoxy powder coating finish.
14. Should have ergonomically sloped front (8-10 degree)
15. Frameless front window and sides are non reflecting safety glass with height limit alarm for front window.
16. Shash should be made-up of advance (laminated) class of glass.
17. High Capacity centrifugal fans for impulsion and exhaust.
18. The microprocessor must display the inflow and down flow air velocities in real time on an LED display to ensure the user knows whether or not the cabinet is working under safe operating conditions.
19. All the functions of the cabinet must be governed by the Microprocessor control
  - a. Two filters
  - b. Fan Blower
  - c. Light switch
  - d. UV light
  - e. Other socket power
20. Fluorescent lamps for lighting of the interior of the cabinet. Front of the cabinet preferably be angled to help minimize glare.
21. Fluorescent light intensity at zero ambient: >1000 lux
22. Equipment should not be customized.
23. A provision for UV light to disinfect the interior of the cabinet. UV light must be programmable to allow for specific exposure time from 0 to 24 hrs. Automatic UV switch 'OFF' on opening of front window. The front window should be made of laminated safety glass to protect against leakage of UV rays and to ensure containment of potential hazardous material.
24. Cabinet should have Control system with visual and buzzer alarm with cabinet information.
25. Very low noise level (<62 dBA) according to NSF & according to EN 12469 < 59 dBA and vibration free.
26. Safety alarm / safety display for:
  - a. Low air velocity
  - b. Faulty exhaust fan etc.

27. Power input to be 220-240 V AC, 50 Hz fitted with Indian plug.
28. Movable stands.
29. Warranty should cover UPS and batteries.
30. Calibration certificate shall be provided at the time of installation in respect of all the parameters that require calibration.
31. Cabinet should come with Electrical Loop sterilizer/ electrical burner.
32. Should include duct system of 15 feet.
33. Warranty as per tender document.

## CLASS II TYPE -A2 BIOSAFETY CABINET

1. Cabinet should be of Class II type A2.
2. Working area should match requirement for work with agents assigned to Biosafety levels -1,2.
3. Internal dimensions of cabinet is approx (WxDxH) 1210 x 570 x 650 mm.
4. Maximum Usable Work area of cabinet should be 6. 0 sq ft.
5. Cabinet should be EN 12469 type tested / NSF compliance.
6. Cabinet should have ISO class 3 air cleanliness, EN filtration safety and UL safety for electrical.
7. Cabinet should have inflow of 90 fpm and 60 fpm down flow. Average air flow – down flow at initial set point; 0.30 m/s and inflow 0.45 m/s.
8. Should have vertical laminar airflow.
9. Motor must automatically adjust the air flow speed to ensure continuous safe working condition.
10. Air flow shall be as per requirements of Biosafety regulations in respect of at least BSC II A level cabinet.
11. For Air Cleanliness: ISO 14664.1 Class 3 and other equivalent air cleanliness requirements.
12. HEPA/ ULPA (Ultra Low Penetration air) filter with integral metal guards (preferable), efficiency of >99.999% at 0.1 to 0.3 $\mu$  to provide 65% down flow and 35% exhaust with under pressure condition in the working area.
13. In order to ensure consistent and reliable down flow velocity across the supply HEPA/ ULPA filter, the cabinet must use a pressure sensor rather than anemometer. The pressure sensor must be encased in order to protect the sensor for temperature, humidity and environmental phenomenon that can impact the sensor's performance.
14. In order to ensure consistent and reliable down flow velocity across the supply HEPA/ ULPA filter over the life of the cabinet, the cabinet must use a pressure sensor (rather than anemometer) to detect pressure drop across the supply filter, rather than in just one point across the down flow. The pressure sensor must be encased in order to protect the sensor from temperature, humidity and other environmental conditions that can impact the sensor's performance.
15. Should have Dynamic Chamber plenum design with negative pressure for quiet, uniform airflow.
16. Cabinet should have Frameless front window with non- reflecting safety glass and height limit alarm for front window
17. Sash and side walls should made-up of advance (laminated) class of glass/ steel.
18. Main body should be made up 18 gauge electro-galvanized steel, with white oven backed epoxy powder coated finish and Negative pressure plenum surrounds contaminated positive pressure plenum; no fabric bags are used with work zone of 16 gauge stainless steel.
19. The microprocessor must display the inflow and down flow air velocities in real time on an LED display to ensure the user knows whether or not the cabinet is working under safe operating conditions.
20. All the functions of the cabinet must be governed by the Microprocessor control
  - a. Two filters
  - b. Fan Blower
  - c. Light switch
  - d. UV light
  - e. Other socket power
21. Fluorescent lamps for lighting of the interior of the cabinet. Front of the cabinet preferably be angled to help minimize glare.
22. Fluorescent Light Intensity of cabinet should have >1300 lux.
23. Equipment should not be customised.
24. A provision for UV light to disinfect the interior of the cabinet. UV light must be programmable to allow for specific exposure time from 0 to 24 hrs. Automatic UV switch 'OFF' on opening of front window. The front window should be made of laminated safety glass to protect against leakage of UV rays and to ensure containment of potential hazardous material.
25. Cabinet should have Control system with visual and buzzer alarm with cabinet information.
26. Cabinet should have Very low noise level (<60 dBA) according to EN 12469/ NSF and vibration free.
27. Safety alarm / safety display for:
  - a. Low air velocity

- b. Faulty exhaust fan etc.
- 28. Power input to be 220-240 V AC, 50 Hz fitted with Indian plug.
- 29. Movable stands.
- 30. Warranty should cover UPS and batteries.
- 31. Calibration certificate shall be provided at the time of installation in respect of all the parameters that require calibration.
- 32. Cabinet should come with Electrical Loop sterilizer/ electrical burner.
- 33. Warranty as per tender document.

# **ELECTRIC LOOP STERILIZER**

## **Specifications: -**

- 1) Should have rapid and precise for fast loop sterilization.
- 2) Stainless steel design.
- 3) Diameter of sterilizing tube: 10mm-16 mm; length of sterilizing tube -100 mm-120mm
- 4) Sterilization temperature 700<sup>0</sup>C; sterilization time 10-15 seconds.
- 5) AC power supply: 220V/50Hz.

## **ELECTRICAL BUNSEN BURNER**

1. Flask capacity 25 ml
2. Material: Stainless steel
3. Maximum temperature range 800-1000 degree C.
4. Weight approximately 500 - 600 gms.
5. Dimensions 120 X 180 approximately.
6. Corrosion resistant, cool to touch base.
7. Conical shaped heating element which directs radiant heat to the top cavity.
8. Top cowl deflects heat away from your hand.
9. Controller with it.
10. Power supply 230 V 50/60Hz
11. Warranty as per tender document.
12. This instrument is also used in Pathology department.



## **PHARMACEUTICAL REFRIGERATOR (LABORATORY TYPE) (2 IN NUMBER)**

1. Laboratory refrigerator -300 -400 liter capacities (1 in number)
2. Laboratory refrigerator -500-600 litres capacity (1 in number)
3. Temperature range from 2 deg C to 10 deg C.
4. It should have galvanized sheet steel anticorrosion treated external surface and stainless steel internal surface.
5. Should have four casters & two adjustable feet
6. Internal LED lighting
7. Adjustable shelves
8. No welded joint to be exposed for rusting.
9. Insulation of high-density polyurethane foam material (CFC free)
10. Lockable door with removable magnetic sealing gasket all around for proper closure and cooling
11. Automatic defrosting with an option for manual defrosting and condensed melt water evaporation (autoevaporation of condensed water)
12. Re-circulating air-cooling system.
13. Microprocessor Control panel with thermometer, main switch and option for temperature selection and display of alarms and internal temperature
14. Hermetic and ventilated air compressor with low noise and should be vibration proof with a guarantee of at least five years.
15. Visual and acoustic signal alarm system.
16. The refrigerant should be CFC free.
17. Temperature indicators to be provided.
18. Power input to be 220-240VAC, 50Hz.
19. Battery backup for display of alarms and temperature in case of power failure.
20. Should provide all accessories required for smooth functioning of the equipment including 5KVA or suitable voltage stabilizer.
21. Warranty as per tender document.
22. Should be CE or US FDA approved.
23. Warranty as per tender document.

Anexxure-15

**CRIMINAL LIABILITY UNDERTAKING ON Rs. 100/- AFFIDAVIT**

I.....S/o..... Resident of  
.....

..... do solemnly pledge and affirm: -

1. That I am the proprietor /partner/authorized signatory of

M/s. ....

1. That my firm has not been declared defaulter by any govt. agency and that no case of any nature i.e. CBI, Criminal/Income Tax/ Sales Tax/ Blacklisting is pending against my firm.

Yours faithfully,

.....  
.....

[Signature with date, name and designation]

for and on behalf of Messrs.....

[Name & address & seal of the Tenderer]