

Rotary Ambala Cancer and General Hospital

(Sponsored by Rotary Ambala Cancer Detection and Welfare Society, Ambala Cantt)

TENDER NO. RACDWS/RACGH/2020-21/567 DATED: 23.11.2020

TENDER DOCUMENT

For

SUPPLY OF MEDICAL EQUIPMENTS

DATE OF ISSUE OF TENDER FORM WITH DOCUMENT: 21.11.2020

DATE & TIME FOR SUBMISSION OF TENDER DOCUMENT:

From 23.11.2020 to 14.12.2020 up to 12.00 hrs

DATE & TIME FOR OPENING OF TENDER DOCUMENT: On 14.12.2020 at 12.30 hrs

Contact Details:

Phone: +91-9215575671

Email-id: info@rotaryhospitalambala.com

No. RACDWS/RACGH/2020-21/567

Dated: 23/11/2020

“NOTICE INVITING TENDER FOR SUPPLY OF MEDICAL EQUIPMENTS”

1. **Rotary Ambala Cancer and General Hospital** invites bids for Supply of Medical Equipments from reputed companies/firms/individuals/societies etc. those are in the business for the last three years. Accordingly, sealed tenders are invited latest by 14.12.2020 up to 12:00 noon.
2. The interested Companies/Firms/Agencies may send their bid complete in all respect to the undersigned duly super scripted “*Bid for Tender No. RACDWS/RACGH/2020-21/567*” before 1200 hrs on **14.12.2020** . The bids received after this deadline shall not be entertained under any circumstances whatsoever.
3. The sealed envelopes are to be deposited sent through registered/speed post addressed to **Rotary Ambala Cancer and General Hospital, Mill Road, Opp. Dussehra Ground, Ambala Cantt -133001 (Haryana)**.

Sr. No.	Description	Schedule
1.	Downloading Tender Document (Online)	From 23.11.2020
2.	Due Date and time of Submission	14.12.2020 up to 12:00
3.	Date and Time of Technical bid Opening	14.12.2020 at 12:30 hrs

Any future clarification(s) and / or corrigendum(s) shall be communicated by the RACGH through the website **www.rotaryhospitalambala.com**

5. Chairman, Rotary Ambala Cancer and General Hospital, Ambala reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all tenders without giving any notice or assigning any reason. The decision of the Chairman, in this regard shall be final.

GENERAL INSTRUCTIONS TO THE TENDER

1. The tender is "Two Bid" document. 1. Technical bid 2. Financial bid
2. The tender Document can be downloaded from the website of **www.rotaryhospitalambala.com**.
3. The Tenders should be typewritten or handwritten but there should not be any overwriting or cutting. **The signature of bidder's authorized person should appear on each page of the application. All pages of the tender document shall be numbered and submitted as a package along with forwarding letter on agency's letter head.**
4. The Contracts concluded as a result of this Tender Inquiry shall be governed by the 'Terms & Conditions' & **"GENERAL APPLICABLE COMMERCIAL TERMS & CONDITIONS" AS ANNEXURE- B** and other relevant instructions as contained in this Tender Document.
5. **Bidders are requested to quote their prices on a firm & fixed basis for the entire period of the Contract. Bids of the firms received with prices quoted on variable basis shall be rejected straightaway.**
6. Quotations qualified by such vague and indefinite expressions such as "subject to prior confirmation", "subject to immediate acceptance" etc. will be treated as vague offers and rejected accordingly.
7. Late/delayed tenders received in Rotary due to any reason whatsoever will not be accepted under any circumstances.
8. At any time prior to date of submission of tender, Tender Inviting Authority may, for any reason, or decision, modify the terms & conditions of the tender document by a corrigendum displayed on the website of Rotary Ambala Cancer and General Hospital to provide reasonable time to take the amendment into account in preparing their bid, Tender Inviting Authority may or may not, at his discretion, extend the date and time for submission of tenders.
9. The name and address of permanent representative of the firm, if any, should also be indicated in the tender. Representatives of firms who have not submitted the tender or representatives not possessing authority letter from the bidders or outsiders shall not be allowed to attend the tender opening process.

10. DOCUMENTS COMPRISING THE BID:

The bids prepared by the bidder shall comprise of

1. Technical Bid
2. Financial Bid

1. **TECHNICAL BID:** - To qualify in the Technical bid the firm should have the minimum eligibility criteria; the firm in this regard should submit the following documents –
 - a. Duly filled format of Technical Bid as per **Annexure “1 to 7”**.
 - b. Copy of constitution or legal status of the sole proprietorship/ firm/company etc.
 - c. **The annual turnover** of the firm should not be less than Rs. 5 Lakhs per annum. Copies of profit & loss account and balance sheets, duly certified by a licensed CA, for the last two years should be enclosed.
 - d. Copy of **Income Tax Return Filed** Acknowledgment.
 - e. Copy of **PAN Card**.
 - f. Copy of **GST Registration Certificate**.
 - g. The firm / agency must have requisite trade and other licenses to do the business of Surgical & Medical Equipment & Instrument for which the bid is being made.
 - h. The bidder must have adequate experience for supply/ execution of similar work in Govt. offices/ PSUs and other similar organizations. Necessary supporting documents like work orders for last three years to this effect must be submitted along with the offer.

2.FINANCIAL BID: - The financial bid shall contain:

- (a) Price Bid Form

11. SUBMISSION OF BIDS

1. **SEALING AND MARKING OF BIDS:** The bidder shall send the bid in a sealed envelope. The Technical Bid shall bear the name “TECHNICAL BID of Tender No. **RACDWS/RACGH/2020-21/567**” on the envelope, while the Financial Bid shall bear the name “FINANCIAL BID of Tender No. **RACDWS/RACGH/2020-21/567**” on the envelope for avoiding any mismatch.
2. The bigger envelope containing technical and financial bids in separate envelopes shall be addressed at the following address:

Chairman, Rotary Ambala Cancer and General Hospital (RACGH),
Opposite Dussehra Ground, Mill Road, Ambala Cantt - **133001 (Haryana)**
Email: info@rotaryhospitalambala.com

- a) All the envelopes shall bear the Tender name, the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).
- b) The envelopes shall indicate the name and address of the bidders to enable the bid to be returned unopened in case it is declared 'late' or rejected.
- c) Bids shall be delivered to concern person in the office of the RACGH, by Registered/Speed Post. The Purchaser shall not be responsible if the bids are delivered elsewhere.
- d) Venue of Tender Opening: Tender will be opened in the office of the RACGH at 12.30 hrs on the due date. If due to administrative reason, the venue/ time of bid opening is changed, it will be the notified.

12. BID PRICES:

- a. Prices charged by the supplier for the goods delivered and services performed under the contract shall not be higher than the prices quoted by the supplier in his Bid.
- b. In the case of revision of statutory Levies/Taxes during the finalization period of tender, the Purchaser reserves the right to ask for reduction in the prices.
- c. Prices once fixed will remain valid during the contract period. Increase of Taxes and other statutory duties will not affect the price during this period.
- d. Any increase in taxes and other statutory duties/Levies after the expiry of the delivery date shall be to the supplier's account. However benefit of any decrease in these taxes/duties shall be passed on to the Purchaser by the supplier. The offer shall be firm in Indian Rupees only. No foreign exchange will be made available by the purchaser.
- e. Prices indicated on the Price Schedule shall be entered in the following manner:
 - i. The price of the goods shall be quoted in total (inclusive of all taxes and levies) for each item.
 - ii. The bidder shall quote only one price for each item and if more than one price is quoted under different options the bid will be disqualified.
- f. The unit price quoted by the bidder shall be in sufficient detail to enable the purchaser to arrive at prices of the items offered.
- g. **"DISCOUNT"**, if any, offered by the bidders shall not be considered unless they are specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offers, suitably while quoting and shall

quote clearly net price taking all such factors like discount, free supply, etc. into account.

- h. The price approved by the Chairman for procurement will be inclusive of levies and taxes, packing, forwarding, freight and insurance as mentioned in para (i) above. Break up in various heads like Custom duty, Excise duty, Sales Tax, Insurance freight and other taxes paid/payable is for the information of the purchaser and any changes in the taxes shall have no effect on the price during the scheduled delivery period.

13. TECHNICAL EVALUATION:

- a) Purchaser shall evaluate the technical bids to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.
- b) Prior to the financial evaluation, the Purchaser will determine the substantial responsiveness of each bid to the Bid document. For purposes of these clauses, a substantially responsive bid is one, which conforms, to all the terms and conditions of the Bid Documents without material deviations. The Purchaser's determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- c) A bid determined as substantially non-responsive will be rejected by the Purchaser and shall not, subsequent to the bid opening, be made responsive by the bidder by correction of the nonconformity.

14. FINANCIAL EVALUATIONS AND COMPARISON OF SUBSTANTIALLY TECHNICAL RESPONSIVE BIDS:

- a) The purchaser shall shortlist those who are eligible and have submitted substantially technical responsive bid for opening of financial bid. Successful Bidders would be called to attend opening of financial bids. The Financial Bids of unsuccessful bidders would not be opened and destroyed.
- b) Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the Purchaser. If there is a discrepancy between words and figures, the amount in words shall prevail. If the Supplier does not accept the correction of the errors, his bid shall be rejected.

- c) The evaluation and comparison of responsive bids shall be done on the price of the goods offered inclusive of Levies & Taxes i.e., Sales Tax, VAT & Excise Duty, packing, forwarding, freight and insurance etc. as indicated in the Price Schedule in annexure-“” of the Bid Document but exclusive of octroi / entry tax which will be paid extra as per actual, wherever applicable.
- d) The Purchaser may waive any minor infirmity or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

15. **AWARD OF CONTRACT: PLACEMENT OF ORDER** The Purchaser shall consider placement of orders for commercial supplies on those bidders whose offers have been found technically, commercially and financially acceptable and whose goods type have been approved/ validated by the purchaser. The Purchaser reserves the right to counter offer price(s) against price(s) quoted by any bidder.

16. **PERFORMANCE BANK GUARANTEE & EXECUTION OF CONTRACT:**

Firm whose offer is accepted will have to furnish Performance Bank Guarantee/ Corporate Guarantee of an amount equal to 10% of the value of contract, in favor of Rotary Ambala Cancer and General Hospital issued by any scheduled bank.

- a) The performance Bank Guarantee/ Corporate Guarantee submitted should be valid for 13 months.
- b) The Performance Bank Guarantee/ Corporate Guarantee shall be refunded after warranty period from the date of successful installation; commissioning and first trial run plus one month claim period.
- c) No interest will be paid on Performance Bank Guarantee/ Corporate Guarantee.
- d) In case of breach of any terms and conditions of the contract or on unsatisfactory performance, the amount of security deposit shall be liable to be forfeited by Rotary Ambala Cancer and General Hospital, Ambala Cantt and his decision shall be final.
- e) The expenses of completing and stamping the agreement shall be paid by the bidder.

- f) **Delivery of Goods** : The maximum delivery period will be three weeks from the date of receipt of the A.T. in case of ordinary purchases. *The installation of equipment is also to be completed within 30 days from the date of receipt of certificate of site readiness for installation of equipment from the concerned consignee.* If the tenderer fails to supply the goods specified in the A.T. and/ or installation within the stipulated period, an amount equivalent to 0.5% {subject to maximum of 10%} of the value of the stores not supplied/installed within the stipulated period per week shall be recovered as liquidated damages unless the penalty is waived by the Chairman. The maximum supply time would be six weeks after which the order would stand canceled. Such recovery of the liquidated damages will not stop the Chairman from carrying out risk purchase described elsewhere and the amount recovered will be in addition to the difference of the risk purchase.

General Provision

1. The Project shall be implemented by RACGH in accordance with the project Implementation Plan, Scope of work, Time Frame and Payment Schedule as set out in Schedule 1 within the geographical area specified therein and with due diligence, efficiency and with due regard to the judicious use of funds.
2. **Taxes and Duties:** Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted Goods to the Purchaser.
3. **Settlement of disputes:** In the event of any dispute or disagreement arising between the contractors and any other department of RACGH with regards to the interpretation of "Terms & Conditions" stipulated herein or in the contract done, the same shall be referred to the Chairman, Rotary Ambala Cancer and General Hospital whose decision will be final and binding upon the contractor.
4. **Jurisdiction** All Disputes arising between the bidder and the buyer shall be subject to the exclusive jurisdiction of the Courts in Ambala Cantt
5. **Inspection and Evaluation:** The buyer shall at its discretion, undertake inspection/evaluation of the impact/progress of the contract. Such inspection shall be carried out anytime during the tenure of the MoA. RACGH shall as and when required, give bidder representative reasonable cooperation and access to its records for such inspection carried out in connection with this MoA.

6. **Force Majeure:** The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, penalty or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" events means riots, mutinies, wars, fire, storm, tempest or other exceptional natural calamities. The time for supplying the equipment may be extended by the RACGH, at its sole discretion for such period as may be considered reasonable. However, such extension shall be considered only if a specific written request is made by the Tenderer within 10 days from the date of occurrence of such event with necessary documentary evidence. The exceptional events do not include the Scarcity of raw material, Increase in the cost of raw material, Electricity failure, breakdown of machineries, Labor Disputes/Strikes, Insolvency, transportation issues and Closure of the Factory/Manufacturing unit on any grounds etc.

Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

TERMS & CONDITIONS OF THE CONTRACT

1. **Time Schedule:** Contract shall be completed within 3 months from the date of signing of MOA
2. **Terms of Payment:** The payment terms shall be regulated on the basis of purchase orders issued by RACGH to their respective vendors & to be released by RACGH accordingly.
3. **Technical Specifications:** Broad Technical specification for the fully equipped Modular Operation Theater (OT) is provided at Annexure 1 to 7.
4. **Documents to Accompany Tender:** The Tenderer shall submit the Documents mentioned in the *clause 10 of General Instructions* to the RACGH.
7. **Forfeiture of Security Money :-**
 - a) In the event of failure to supply or maintain the equipment / instruments as per Work Order within the stipulated period, the security deposit may be forfeited.
 - b) In that event, supply of the said equipment may be taken from the next lowest bidder vide the same Work Order at contractors risk and cost without any farther reference, so that the loss incurred would be

recoverable from the Bank Guarantee/ Corporate Guarantee.

- c) If any equipment/ instrument is damaged by the approved firm, cost of the same will be deducted from the deposited Security money of the contractor.
8. **Option Clause:** During the currency of the contract, the buyer can exercise an option to procure an additional 50% of the original contracted quantity in accordance with the same terms & conditions of the present contract. This will be applicable within currency of contract. The Bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of the Buyer to exercise this option or not.
9. **Repeat Order Clause:** The buyer can order up to 50% quantity of the items under the present contract within six months from the date of supply/successful completion of the work, the cost, terms & conditions remaining the same. The bidder is to confirm acceptance of this clause. It would be entirely the discretion of the buyer to place the repeat order or not.
10. Rate must be valid for entire tender period (Up to 31st December, 2021), which, if the Institute authority desires, may be extended for further period issuing proper notification.
11. Acceptance of lowest tender is not obligatory.
12. The RACGH reserves all rights to accept or reject any Tender without showing any reason.
13. The Tender, submitted by the firm who have already been declared as Black Listed or whose contract was terminated for dissatisfactory supply or repairing works or who was unable to execute any repairing order in this hospital or in any other Hospital run by the state or central government., will not be considered even upon his being at the lowest rate.
14. Regarding Supply and Charges for repairing, Abnormal Low Rate or Abnormal High Rates (in comparison to the market Rate) will not be considered.
15. The approved firm, after supplying the equipments, have to deposit the spares (if any) to the in-charge of the respective user Department which should be shown clearly in the Service Reports duplicate copy of which must be furnished to the Rotary Ambala Cancer and General Hospital Store. The repairing bill may be submitted after execution of the work order satisfactorily along with the Service Report duly certified by the in-charge of the respective user Department.

The tender is liable for rejection due to any of the reasons mentioned below:

- a. Non-Submission of tender within stipulated timeline.
- b. Tender is unsigned OR not initialed on each page.
- c. Submission of tender documents in unsealed envelope.
- d. Tender not submitted in separate envelopes as per conditions and the envelopes are not super scribed with details of the tender inquiry and part enclosed.
- e. Non-submission of Bank Guarantee/ Corporate Guarantee
- f. Non-submission of required documents as shown at clause 10(1)
- g. Conditional and / or vague offers
- h. Unsatisfactory past performance of the tender participant.
- i. Rates have been shown elsewhere than Commercial bid.
- j. Items with major changes / deviations in the specifications / standard / grade / packing / quality are offered in Technical bid.
- k. Offering a cheaper accessory not approved / not recommended by the manufacturer.
- l. Offering an accessory as optional even though it is required to operate the instrument.
- m. Submission of misleading / contradictory / false statement or information and fabricated / invalid documents.
- n. Tenders not filled up properly.
- o. Non-submission of self-attested authority letter in prescribed format for imported components and supporting documents as per condition no. 3.3.
- p. Non-submission of IEC Certificate for imported items.
- q. Non-submission of C.A. Certificate in case of Indian manufacturer.
- r. Non-submission of CMC Rates in prescribed format (in Commercial Bid).
- s. Non-submission of Turnover Certificate.
- t. Non-submission of copy of valid Small Scale Industry Registration, where applicable.
- a) Non-submission of Certificate from practicing Chartered Accountant.
- b) Non-submission of self-attested copy of latest audited annual balance sheet.

c) Non-submission of certificate / documents mentioned above in {u} – (A & B) from same professional.

v. ***Non submission of documents mentioned in List of Annexures where Enclosure 1 to 7***

ANNEXURE "A"

PRICE BID FORM

To,
Rotary Ambala Cancer and General Hospital,
Ambala Cantt

Dear Sir,

I/We(Designation).....at (Full address of bidder).....submit the bid

1. for Tender **No. RACDWS/RACGH/2020-21/567 DATED: 23.11.2020** for Supply of Medical Equipments” to Rotary Ambala Cancer and General Hospital.
2. I/We have thoroughly examined and understood instructions to tenders, scope of work, terms & conditions of contract given in the tender document and those contained in appendix of ‘Terms & Conditions of Contract’ and agree to abide by them.
3. I/We hereby offer to supply the Medical Equipment at the following rates. I/We undertake that I/We are not entitled to claim any enhancement of rates on any account during the tenure of the contract.

Sl. No.	Item	Qty.	Rate Quoted (In Figures)	Rate Quoted (In Words)

Note: Rate Validity Period: March 31, 2021.

Rate List of Enclosures

**Authorized Signatory Sign and Stamp
Contact Details**

GENERAL APPLICABLE COMMERCIAL TERMS & CONDITIONS

I. PRICE:

We require your best prices on F.O.R. Rotary Ambala Cancer and General Hospital (AMBALA CANTT) BASIS. P&F as well as Insurance from your plant to our hospital is also in your scope.

II. WARRANTY:

Please clearly confirm your warranty terms. We expect a comprehensive onsite warranty applicable for the maximum period. Warranty will be effective from the date of successful installation and commissioning for manufacturing defects, poor workmanship, poor performance and any other breakdown due to any reason except accidental damage. During the warranty period, it will be your sole responsibility to attend all repairs and breakdowns related to hardware and software at our Hospital without any additional cost to us for parts/software and labour. All defective parts will be collected by you from our hospital and all replacement parts will be delivered at our plant on a freight paid basis. No additional cost to us during warranty period for any issue except any repair / breakdown maintenance due to any accidental physical damage:

III. AMC:

- a) Please define your annual AMC cost (excluding taxes) and scope of AMC. Taxes will be paid extra at actual.
- b) Please also let us know per annum escalation on basic cost of AMC (excluding taxes) of previous year if any if applicable.

IV. CMC/CSA:

- a) Please define your annual CMC cost (excluding taxes) and scope of CMC. Scope of CMC will be same as in warranty terms in addition to routine preventive maintenance and unlimited breakdown visits and free replacement of parts of equipment and additional items covered in warranty above at PARA II. Basic CMC cost for C-ARM (excluding taxes) will also cover replacement of X-RAY Tube and flat panel detector if found defective during CMC period. Taxes will be paid extra at actual.
- b) Please also let us know per annum escalation on basic cost of CMC (excluding taxes) of previous year if any if applicable.

V. PER VISIT SERVICE CHARGES:

In case we do not go for AMC/ CMC and we call your engineer on a per visit basis to attend our complaints, please let us know per visit charges to attend PM/BDM calls for each quoted equipment.

VI. INSTALLATION , COMMISSIONING , TRIAL RUN AND TRAINING :

Please confirm that your engineer will carry out installation, commissioning, trial run and product training (for a week) on a free of cost basis at our hospital.

VII. AFTER SALES SERVICE:

- a) Please confirm that our each complaint will be attended within 24 hours in case it is a routine complaint. In case of an emergency (due to any planned surgery or any such critical requirement), we expect immediate deputation of your engineer within 3-4 hours.
- b) We will prefer real time on line reporting and immediate solution of any malfunction in the machine if this facility is available in your machine.
- c) Please let us know the nearest location of your Engineer to attend our complaints.
- c) During all visits of your engineer, it will be his sole responsibility to update all software (without any cost) as per latest version and to educate our team for additional new features if provided in the updated version.

e) For all equipment except C-ARM , if down time is more than 4 days in any extreme case (although it is also too high), you will provide us an equivalent standby unit for back up without any extra cost to us (duly delivered at hospital) till our unit is made fully functional to avoid any problem to patients. Once our unit is repaired and made functional, you can take back your standby unit from hospital.

f) For C-ARM , if total down time during warranty period or during CMC is less than 95%, you will provide warranty/ CMC extension equivalent to twice of down time.

VIII. DELIVERY :

a) Please let us know your best possible F.O.R. delivery schedule from the date of issuance of PO.

b) Safe unloading and taking the machine to our defined location inside our hospital will be in your scope.

IX. PAYMENT TERMS:

Our preferred payment terms will be as under (we reserve the right to make minor changes in payment terms if proposal meets our technical specification and if pricing is competitive) :

a) 10% of Basic order value as an advance along with PO

b) 70% payment within 15 days of receipt of the machine (along with complete items & software mentioned in PO) in safe condition at our hospital against submission of dispatch documents including Original GST invoice.

c) Balance 20% payment will be released within 5 days of submission of Corporate Guarantee as per our format issued on stamp paper (value as per state rules) duly notarized for equivalent Basic PO value (excluding GST) from any Indian nationalized bank for an equivalent amount applicable for complete agreed warranty period from the date of successful installation, commissioning and first trial run + one month claim period. **You will submit the DRAFT for our prior checking and approval before issuance of original Corporate Guarantee.**

X. PRICE REDUCTION CLAUSE:

In case of delay in shipment of machines along-with agreed accessories beyond 3 weeks from the date of issuance of PO and release of advance payment (whichever is later), price reduction clause @0.5% per week or part thereof subject to maximum 10% shall be applicable on total order value of delayed machine (including accessories) and it will be applicable only for delayed period beyond mutually agreed delivery period as mentioned above.

XI. ARBITRATION:

a) In the event of any disagreement or dispute between Buyer and seller arising out of this order/contract, the same shall be resolved amicably between both parties through mutual discussion.

b) If the matter does not get resolved by mutual discussion, an independent arbitrator having a seat in INDIA will be chosen by both parties.

c) The venue of arbitration proceedings shall be chosen after mutual discussion between both parties.

XII. JURISDICTION:

a) All disputes arising during and after execution of Purchase Order if could not be resolved by mutual discussion will be subject to jurisdiction of courts at Ambala District in Haryana (INDIA). However, both parties will make sincere efforts to resolve any dispute/ conflicts by mutual discussion to avoid any legal proceedings as far as possible.

b) Sincere efforts will be made by Buyer and seller to resolve the issue amicably through mutual discussion before going for the last resort of going for legal proceedings which will be avoided as far as possible.

XIII. REPEAT ORDER CLAUSE:

We reserve the right for a repeat order on you within a span of 2 years from the date of first order. Your positive confirmation on this clause will also add to your scoring for an order. This clause is not applicable for C-ARM.

XIV. FREE ACTIVATION OF ALL MODES/ FEATURES , LIFETIME FREE SOFTWARE UPDATES& FREE LIFETIME LICENSES:

a) In case machine has various modes and if some of the modes are in passive / locked stage, you will ensure that those modes are activated/ unlocked at the time of supply and installation without any extra cost to us.

b) For all software being provided with a machine as a part of standard package and all optional software, if any , if purchased by us, all updates and new licenses of these standard and optional software will be provided on a free of cost basis for lifetime without any recurring cost to us.

Contd...3

-3-

c) We will not pay any extra annual license fee or any other mandatory annual charges of any kind except AMC / CMC charges per annum as per mutual agreement.

XV. ADD ON FACILITIES / FUTURE UPGRADE:

In case machine is capable of add on features / upgradable in future through some additional hardware / software or through any other mode, you will not charge us any extra cost for labour , software or for any other work /input for making it functional after necessary add on/ upgrade . Only a fair market price for additional hardware will be charged from us at a special discounted price (ours being a charitable institution) if not included in scope of supply at the time of buying of equipment.

XVI. REJECTION / ACCEPTANCE OF PROPOSALS:

It is sole discretion of management to reject / accept any bid without assigning any reason in case and no correspondence / legal claim / discussion will be entertained to consider your offer. It is for your information please.

XVII. CHANGE IN COMMERCIAL TERMS & CONDITIONS:

Based on suitability of specifications and pricing, management may show some flexibility on some terms mentioned in this ANNEXURE in case your offer is technically qualified. However, it is also to the sole discretion of management.

XVIII. FINAL AGREED TERMS & CONDITIONS:

Final mutually agreed terms and conditions will become an integral part of order and all other contradictory or one sided terms if mentioned in your final revised offer / final revised proposal will be superseded by final mutually agreed ANNEXURE containing all final agreed terms and conditions which will be prepared by us for a qualifying vendor and will become a part of formal PO after taking final acceptance on it from the supplier.

ANNEXURE 1

1.	Monitor 15 inch (with racks for fitment of ETCO2 and Transport Modules) with following accessories:	1 No.
2.	ETCO2 Module (with Temp and IBP)	1 No.
3.	Transportation Module (with ECG, SPO2, NIBP, RR, TEMP & IBP)	1 No.
4.	Mainstream ETCO2 Sensor & ETCO2 Adapter -1 set	1 Set
5.	ECG Trunk Cable with 5 Lead wire set	1 No.
6.	SPO2 Cable and finger clip Probe	1 Set
7.	NIBP Cuff (Adult) and Hose	1 Set
8.	Power Cord	1 No.
9.	Genuine OEM Chargeable Battery	1 No.
10.	Wall Mount	1 No.
11.	USB Port and SD Card slot must be available. All ports will be active and enabled.	Included

ANNEXURE 2

1	Three Gas Anesthesia System – O ₂ , N ₂ O & Air with following facilities:	1 No.
a)	Pipeline Gas Supply : O ₂ , N ₂ O & Air	
b)	Two cylinder yokes : 1 each for O ₂ & N ₂ O	
c)	Pressure Gauges for all Gas sources	
d)	6 tube Flowmeter with Backlit . Two tubes for each gas	
e)	Hypoxic Safety guard	
f)	Compatible back bar (two station)	
g)	Switchable Common Gas Outlet (ACGO) , Oxygen Flush	
h)	Integrated, heated CO ₂ absorber and bellows unit with ventilator interface. Bypass Function	
i)	Modes of Ventilation : VCV (Volume Control Ventilation) , PCV(Pressure Control Ventilation) , SMIV (V) ,Manual ,Standby; Optional : SIMV (P) , Spontaneous /Pressure Support (PSV)	
j)	8.4” inch Ventilator Screen – Touch and Wheel control	
k)	Fresh Gas Compensation, Pre-use Check, Leakage Testing and Compliance Compensation, Electronic PEEP	
l)	Waveform , LOOPS and Trend Facility	
m)	Built in oxygen monitor sensor (FiO ₂ Monitoring) & spirometry	
n)	Audio and Visual Alarms	
o)	Built-in Battery - Minimum 90 minutes backup	
p)	Compatible aluminum uprights for additional accessory mounting	
q)	Two draws , Table Top Work space with illumination , Top Shelf , Maneuvering Handle , 4 × Anti-static castors , Auxiliary power outlets × 3	
r)	Isoflurane Vaporiser	2 Nos.
s)	Sevoflurane Vaporiser	2 Nos.
t)	AGSS	1 No.

ANNEXURE 3

QUANTITY:	1 No.
APPLICATIONS:-	Mobile HF C-arm FPD System for application in ortho, Urology, Spine, Neuro, Cardiac & Gaestro, Vascular peripheral, Angiography & all other surgical application.
GENERATOR:-	
POWER RATING	Generator Power rating :- 6 KW
FREQUENCY	High Frequency 50kHz X-ray Generator.
KV Range	40KVP to 120KVP
mA OUTPUT-	
FLR. (PEAK.)	0.1 to 20mA (Normal Mode)
CINE (PEAK)	up to 30mA (Cine mode)
Digital Radiography/Spot	Up to 60mA
mAS Range	1-30mAS
CONTROL PANEL:-	<p>Touch screen monitor mounted on C-arm carriage for Image & Exposure parameters control is provided with following functions and indications:-</p> <p>On GUI Screen</p> <ul style="list-style-type: none"> • Fluoro and Radio mode selection. • Image rotation & Flip • Image transfer to 2nd monitor. • Fluoroscopy timer (Five minute cumulative timer with buzzer that activates after the completion of 300 seconds of exposure to reinitiate the exposure reset switch is provided). • ABS (Automatic brightness stabilization) selection for hand free operation- also known as ADR • Anatomical programming for radiography of 4 body parts (up to 8 programmes). • KV and mAs increase and decrease switches. • X-Ray ON indicator. • Collimator open/close switches Others • Switches for up/down movement of "C" on both side of machine frame. • Emergency OFF switches mounted on monitor. • Machine ON/OFF Key switch. • Fluoro, Cine & spot switches on both side of panel
X-RAY TUBE HEAD & COLLIMATOR	
FOCAL SPOT	Dual focus Rotating anode x-ray tube with 0.3 & 0.6mm focal spots
ANODE HEAT STORAGE CAPACITY	300KHU (212KJ)
COLLIMATOR	Long/cross parallel shutters for square / rectangular collimation with preview
FLAT PANEL DETECTOR	
RECEPTOR TYPE	Cesium iodide conversion screen with Amorphous Silicon photodiode array
SIZE	20cm x 20cm
PIXEL PITCH	205 µm
PIXEL MATRIX	1K x 1K
A/D CONVERSION	16 Bit
GRID	Suitable carbon interspacer material removable grid is provided
MONITOR	<p>1 no. 32" colored monitor with split screen for live & reference image display is provided on mobile trolley.</p> <p>1 no. touch screen monitor is provided on c-arm carriage for the operator</p>
C-ARM MOBILE STAND:-	
FOCUS TO I.J DISTANCE	970mm
C-DEPTH	650mm
FREE SPACE	765mm
ROTATIONAL MOVEMENT	Degree +/- 180
MOTORIZED UP/DOWN TRAVEL	420mm

HORIZONTAL TRAVEL	210mm	
ARC ORBITAL MOVEMENT	+90 to -30 (120) Degree	
WIG WAG (PANNING) MOVEMENT	+/-12.50	
STEERING	Steering handle with +/-90 degree movement for both side diagonal scan	
LASER CENTRIC DEVICE	Provided	
ELECTROMAGNET LOCK	Electromagnet lock is provided in horizontal movement <ul style="list-style-type: none"> • Handle on Image Intensifier & on horizontal Carriage with electromagnet release switch are provided. 	
MEMORY FEATURES	Standard features detail <ul style="list-style-type: none"> • Dedicated PC based Image acquisition software with Image storage capacity of > 50,000 Frames. • Image acquisition, processing & storage up to 1k1k matrix 	
	Operating Modes <ul style="list-style-type: none"> • Fluoroscopy • Boost Flouro/ Cine • Digital Spot. 	
	Pre-Processing Features <ul style="list-style-type: none"> • Pulse fluoroscopy facility with Frame rate up to 30fps for flouro & cine modes. • Cine loops storage up to 150 frames (Multiple cine Loops storage). • Patient data entry & Patient work list. Emergency Patient entry • Last Image Hold facility • Pre-programming of different imaging parameters for different operating modes, as per procedure & as per user. • Frame averaging (Recursive) for smoothing of images real time up to 16 frames. • DICOM 3.0 version • Metal Compensation 	
	Post processing features. <ul style="list-style-type: none"> • Image reversal-Left to Right & Top to Bottom • Image rotation Clock wise & antic clock wise • Window width (WW) & Window level (WL) adjustment for brightness & contrast. • Dynamic Zoom with pan • Image Invert / Negative Image • Tile/ mosaic/Thumbnail view for multiple image • Frame by frame review of Cine loops • Copy to 2nd monitor • Electronic Collimator 	
	Text & Annotation <ul style="list-style-type: none"> • Addition of text • Addition of pointer • Rectangle, Ellipse, Line 	
	Measurements Features <ul style="list-style-type: none"> • Length / Distance measurement • Area measurement • Angle measurement 	
	Connectivity & storage Features <ul style="list-style-type: none"> • Storage of Images on CD/DVD with inbuilt DICOM viewer software enables to view images on any PC. • DICOM 3.0 ready to connect with any DICOM 3.0 modality (like PACS, RIS/HIS/ DICOM Printer) • LAN connectivity to transfer the image to another system. 	
	DSA Package On- Line DSA for peripheral vascular angiography with following features <ul style="list-style-type: none"> • DSA up to frame rate up to 10fps • Roadmap • Pixel shifting • Peak-Hold (opacification) • Land marking • Re-masking • Dose display on monitor 	
	POWER SUPPLY REQUIRMENT	230Volt, 1phase supply of 50/60Hz Hz Frequency with line regulation of +/-10% Inbuilt Electronic Voltage stabilizer is provided.
	UPS	Suitable rating UPS for memory software is provided.
Accessories	Hand switch for Fluoroscopy/digital spot	
Comprehensive On site Warranty	Including X-Ray tube & Flat Panel Detector	

ANNEXURE 4

A.	VENTILATOR	1 No.
B.	Key Features	
♦	Invasive and Non-Invasive ventilation in the same device	
♦	Single & Double Limb Circuit facility	
♦	Inbuilt miniaturized centrifugal compressor	
♦	Long Life Flow Sensor	
♦	Heated Exhalation filter	
♦	Complete Lungs mechanics including Elastance	
♦	Dynamic Plateau Pressures breath by breath in all modes	
♦	Auto triggering	
♦	PEEP of 40 cmO ₂ for 40-40 Maneuver	
C.	Microprocessor based Pediatric to Adult Ventilator consisting of the Following:-	
♦	Large 12.1" Color Touch screen with Single Knob Operation	
♦	Built In Constant Speed Blower as Air Source	
♦	Built in Oxygen Blender for Blending 21-100% Oxygen	
♦	Battery backup for 240 Mins.	
D.	SETTINGS	
♦	Modes : A/C, SIMV, CPAP, PCV PRVC,S, S/T, CPAP, PSV, Standby	
♦	Tidal Volume : 50-2000ml	
♦	Inspiratory pressure : 1-65CmH ₂ O	
♦	Pressure Support : 0- 65 CmH ₂ O	
♦	PEEP : 0-40CmH ₂ O	
♦	Rate : 1-80 BPM	
♦	Rise Time : 0.1 to 0.9 Secs	
♦	Pressure Hold : 0 to 40 secs	
♦	Peak Flow : Upto 245 LPM (Spontaneous Breathing)	
♦	E-Cycle : 10-80% of Peak Inspiratory Flow	
♦	Trigger. : Flow, Auto Trak+	

♦	Alarms for Hi/Lo Pressure, VTe, MVe, Rate, Apnea Air Source, Oxygen	
♦	Programmable Apnea back Up Ventilation	
E.	GRAPHICS, MECHANICS	
♦	Flow, Volume and Pressure Vs Time Scalars	
♦	Pressure – Volume and Flow – Volume Loops with facility to Freeze 5 Loops.	
♦	Measurement of both Static and Dynamic Compliances and Resistance.	
♦	Measurements of both Inspiratory and Expiratory Volumes	
♦	Measurement of SVC, P0.1, MIP, RSBI, Ti/Ttot, AUTO PEEP Occlusion Pressure, Dynamic Elastance, Static and Dynamic Compliance and Resistance	
♦	Respiratory mechanics in all Modes Of ventilation.	
♦	New patient Setup with Choice of Humidification, patient Circuit and Filter.	
F.	Standard Accessories:	
♦	Patient Circuit Adult / Pediatric	1 No.
♦	Mask for NIV Patient	1 No.
♦	Oxygen hose	1 No.
♦	Hose hanger	1 No.
♦	Inspiratory filter	1 No.
♦	Expiratory filter	1 No.
♦	Genuine branded Battery	1 No.
♦	Power Cord	1 No.
♦	User Manual	1 No.
♦	Genuine OEM imported trolley	1 No.
G.	IMPORTANT:	
♦	All accessories mentioned at Para (F) above must be genuine OEM make as local items are not acceptable.	

ANNEXURE 5

ANNEXURE 5			
	Surgilight Double Dome OT light consisting of following equipments:	1 Set	
A.	Large Diameter		
a)	OT LIGHT	LED OT Light: Single dome with 160,000 Lux, 48 number of LEDs with lifetime $\geq 60,000$ hrs, CRI (Ra): ≥ 95 , R9: ≥ 93 , Ondal spring arm, with touch screen control panel, Aluminium light head of 680mm diameter	Included
b)	Standard Accessories:	Ondal Spring Arm, Central Axis with Extension Arm, Yoke Arm with Light Head and Control Panel, Base Plate, Drop Tube, Ceiling Cover, SMPS, Removable Sterilizable Handle	Included
B.	Small Diameter		
a)	OT LIGHT	LED OT Light: Single dome with 100,000 Lux, 24 number of LEDs with lifetime $\geq 60,000$ hrs, CRI (Ra): ≥ 92 , R9: ≥ 92 , Ondal spring arm, with touch screen control panel, Aluminium light head of 590mm diameter	Included
b)	Standard Accessories:	Standard Accessories for 2410: Ondal Spring Arm, Central Axis with Extension Arm, 3 Rotation Yoke Arm with Light Head and Control Panel, Base Plate, Drop Tube, Ceiling Cover, SMPS, Removable Sterilizable Handle- 2 Nos	Included
D.	Important Points:		
a)	Any other item required at site for installation of these lights is in your scope of supply.		
b)	IP52 classification required to bear splashes of water /water spray for cleaning.		
c)	LEDs should work with specialized drivers and in case one LED light gets fused/ shorted, balance LED lights keep on working without any issue.		
d)	Each light module should be replaceable by just opening the cover of that LED section & not the full light.		
e)	The LEDs should be directly mounted on an aluminium body which provides efficient cooling to the whole system to remain at room temperature.		

ANNEXURE 6

A.	Electrohydraulic Operating Table: With five Electrohydraulic functions (Longitudinal Slide, Height adjustment, Trendelenburg tilt, rev. Trendelenburg tilt, Lateral Tilt and Back Section), Manual Override System, Zero Position, Flex-Reflex Position, Manually operated Kidney Bridge, Single leg section, User friendly handset, Auxiliary control on column, Battery backup, Four section eccentrically positioned radio-translucent table top with C-arm compatibility, Removable and interchangeable Head and SPLIT Leg section.	1 No.
B.	REQUIRED STANDARD FEATURES :	
	X-Ray Transparent Table Top for Fluoroscopy	
	Head Rest - Can be raised, lowered & removed manually	
	Back Plate - Can be raised and lowered electro- hydraulically	
	Radio-Translucent Arm board with pad- Integral Quick Disconnect side rail clamp design seat plate	
	Foot Plates- Can be raised, lowered, horizontal positioned & removed manually (operated on ratchet)	
	Table Top Longitudinal Sliding	
	Auto Table Top Leveling	
	Flex / Reflex Positioning	
	Floor Locking	
	Stainless Steel (SS 304 Grade)- Covered Base and Cylinder Covers for easy cleaning and hygiene	
	Height Adjustment, Table Top Slide, Lateral Tilt, Trendlenberg , Reverse Trendlenberg and Back section should be precisely and smoothly controlled by Remote Switch with feather touch controls through electro-hydraulic system	
	Complete with stainless steel side rails, clamps and standard accessories as per detail given below.	
	50 mm PU foam- Material of Mattress/ Pads (Superior & Long Life Material)	
C.	SPECIFICATIONS:	REQUIRED
	Table Tob Length without extendable head rest (mm)	1930mm
	Table Top Width (mm)	533mm
	Height without Mattress (mm)	700-1000mm
	Trendlenberg /Reverse Trendlenberg	25°/25°
	Lateral Tilt (Left/Right)	20°/20°
	Back Plate Section Up/Down	+75° / -25°
	Leg Section Up /Down	+50° / -90°
	Split Leg Plate Up/Down	Should be provided
	Head Rest Section Up/Down	+50° / -90°

	Horizontal Positioning Up/Down	15°/90° Minimum
	Kidney Bridge (manually operated Jack type)	125 mm
	Longitudinal Sliding towards leg side	250 mm
	Flex	Should be provided
	Reflex	Should be provided
	Patient Weight Capacity	200 kgs
	Accreditation - CE & FDA	Preferred (not mandatory)
	In-Built Battery Back-up (10 to 15 Operating Cycles)	Should be provided
D.	Standard Accessories:	
1	"L" Shaped Anesthetic Screen	1 No.
2	Padded Shoulder Support	2 No.
3	Padded Lateral Support - one pair	2 No.
4	Radio-Translucent Arm board with pad	2 No.
5	Goepel Knee Crutch with straps	2 No.
6	PU Foam Mattress	1 No.
7	Body strap	1 No.
E.	Additional Accessories:	Quantity
i)	NEURO :	
a)	Mayfield 3 Pin Skull Clamp ADVANCE: Imported For prone/supine position, with ball & socket joint for 360 degree adjustment, adjustable two-piece Headrest, set of adult and pediatric head pins, made of aerospace grade aluminum magnesium alloy for light weight but high strength, surface smooth black anodized for anti-corrosion, anti-aging and beautiful appearance. Beautifully packed in aluminum alloy box for easy carrying and safe storage.	1No.
b)	Cross-bar attachment for 3 Pin Skull Clamp: Imported For sitting position, made of aerospace grade aluminum magnesium alloy for light weight but high strength.	1No.
c)	Horseshoe Headrest: Imported For prone/supine position, made of aerospace grade aluminium magnesium alloy for light weight but high strength, surface smooth anodized for anti-corrosion, anti-aging and beautiful appearance. Beautifully packed in aluminum alloy box for easy carrying and safe storage.	1No.
d)	Head Base 200 x 50mm	1No.
ii)	UROLOGY :	
a)	Set of Back-Buttocks support (2 pcs) and Pubis-sacrum-sternum support (1pc) (THR/TKR Supports) : PUF Pad 170 x 120mm and 85 x 85 mm respectively, height adjustable, Flexible positioning with two joints, with additional longitudinal extension.	1Set

ANNEXURE 7

1	SYSTEM SPECIFICATIONS	<p>An integrated unit with touch screen view having Monopolar Cut & Coagulation, Bipolar Cut & Coagulation, Bipolar Resection and Vessel Sealing in single unit. The Vessel Fusion output which should be able to seal artery, veins along with tissue bundle up to and including 7mm (USFDA evidence to be submitted), and fused vessels should be able to withstand more than 3 times of normal systolic blood pressure. Monopolar and bipolar modes should have minimum 5 different cutting and coagulation settings. The generator should have inbuilt bipolar resection modality. The generator should have Auto-Bipolar mode where users can set the Auto start delay time with Auto Stop impedances range. The generator should have recall button for one touch recall to last setting set by the user. The generator should have technology to consistently respond to changes in tissues at speed of more than 4 Lakh times per second, enables fast and accurate sealing. The generator has contact quality monitoring system, audio-visual alarm facility, to indicate any breakage of direct contact between the patient and patient plate. Vessel Sealing system has user control mechanism so that the surgeon can inspect for a seal before actually cutting it or even not cutting it. Main generator and all accessories should be USFDA, European CE certified with 4 digit notified body number, along with IEC60601-1, IEC60601-1-2 & IEC 60601-2-2 safety certifications. RS232, USB, Ethernet port for on field software downloads, upgrades and serviceability.</p>	1 Set
2	ACCESSORIES	Water resistant twin pedal monopolar footswitch with color coding for cut and coagulation modes. The foot switch has integrated cord of 15 feet length.	2 Nos.
3	ACCESSORIES	Water resistant single pedal bipolar foot switch with integrated cord of 15 feet length.	2 Nos.
4	ACCESSORIES	Monopolar adapter accepts standard monopolar accessory cords up to 6mm.	2 Nos.
5	ACCESSORIES	Foot switching reusable bipolar cord to connect bipolar forceps with molded plug and cord length of 15 feet	2 Nos.
6	ACCESSORIES	Gerald bayonet forceps with insulation and smooth tips. The forcep is curved with total length of 19.1 cm and tip length of 0.7 mm	2 Nos.
7	ACCESSORIES	Monopolar cable for attaching laparoscopic instruments compatible with most commonly available instrument with length of 3 meter	2 Nos.
8	ACCESSORIES	Button switch pencil with stainless steel electrode. The pencil comes with holster and integrated 10 feet cord and 3 pin connectors, disposable	40 Nos.
9	ACCESSORIES	Adult REM polyhesive patient return electrode compatible with RECQM generator. The single use patient pad comes with split pad technology with integrated 9 feet cord, disposable	40 Nos.
10	ACCESSORIES	5mm, 37 cm length single use Ligasure vessel sealing instrument for laparoscopic surgeries with curved jaw and integrated sealer and divider. The instrument has shaft rotation of 350 degrees and fine jaw tip for finer dissection. The device has seal and cut length of 20mm and 18mm respectively.	4 Nos.
11	ACCESSORIES	18 cm single use ligasure vessel sealing instrument for open surgeries with curved jaw angulation of 28 degrees. The instrument has jaw aperture of 19.6 mm and seal length of 16.5 mm	2 Nos.
12	ACCESSORIES	5mm, 23 cm length single use Ligasure vessel sealing instrument for open surgeries with curved jaw and integrated sealer and divider. The instrument has shaft rotation of 350 degrees and fine jaw tip for finer dissection. The device has seal and cut length of 20mm and 18mm respectively.	4 Nos.