



**TAMILNADU MEDICAL SERVICES CORPORATION LIMITED**

**417 Pantheon Road, Egmore, Chennai - 8**

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**TENDER REFERENCE: E828/CATH/NHM/TNMSC/ENGG/2022,**  
**Dt.21.06.2022**

**ONLINE TENDER FOR SUPPLY, INSTALLATION AND COMMISSIONING  
OF FLAT PANEL CARDIAC SINGLE PLANE DIGITAL SUBTRACTION  
ANGIOGRAPHY SYSTEM AT VARIOUS GOVT. MEDICAL COLLEGES**

**LAST DATE OF UPLOADING OF TENDER: 22.07.2022 at 11.00AM**

**NOT TRANSFERABLE**

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**ONLINE TENDER FOR SUPPLY, INSTALLATION AND COMMISSIONING  
OF FLAT PANEL CARDIAC SINGLE PLANE DIGITAL SUBTRACTION  
ANGIOGRAPHY SYSTEM AT VARIOUS GOVT. MEDICAL COLLEGES**

TENDER REFERENCE	:	E828/CATH/NHM/TNMSC/ ENGG/2022, DT.21.06.2022
DATE OF COMMENCEMENT OF SALE OF BIDDING DOCUMENT	:	22.06.2022
LAST DATE FOR SALE OF BIDDING DOCUMENT	:	21.07.2022
LAST DATE AND TIME FOR UPLOADING OF BIDS	:	22.07.2022, 11.00 AM
TIME AND DATE OF OPENING OF BIDS	:	22.07.2022, 12.00 Noon
PLACE OF OPENING OF BIDS	:	Tamilnadu Medical Services Corp. Ltd 417, Pantheon road, Egmore, Chennai 600 008.
ADDRESS FOR COMMUNICATION	:	Tamilnadu Medical Services Corp. Ltd 417, Pantheon road, Egmore, Chennai 600 008.

**SECTION I: INVITATION FOR BIDS (IFB)**

## SECTION I: INVITATION FOR BIDS (IFB)

Online tender will be received till **11.00 AM** on **21.01.2022** for **Online Tender for Supply, Installation and Commissioning of Flat Panel Cardiac Single Plane Digital Subtraction Angiography System at Various Govt. Medical Colleges**

Interested eligible Bidders may obtain further information from the office of the Tamilnadu Medical Services Corp. Ltd, 417, Pantheon Road, Egmore, Chennai 600 008. Tamilnadu. India.

1. A complete set of bidding documents may be purchased by any interested eligible bidder on submission of a written application to the above office and upon payment of a non-refundable fee as indicated below in the form of a Demand Draft in favour of **Tamilnadu Medical Services Corp. Ltd., payable at Chennai.**

2. The bidding document may be obtained from the office of **Tamilnadu Medical Services Corp. Ltd., 417, Pantheon Road, Egmore, Chennai – 600 008**, during office hours namely, from **10.00 hours** to **17.00 hours** on all working days either in person or by post.

- |    |  |   |   |
|----|--|---|---|
| a) | Price of bidding document<br>(Non-refundable)    | : | Rs.5,725/-<br>(Inclusive of all taxes)<br>(Alternatively, the tender document can be downloaded from <a href="http://www.tenders.tn.gov.in">www.tenders.tn.gov.in</a> and TNMSC website <a href="http://www.tnmisc.tn.gov.in">www.tnmisc.tn.gov.in</a> – Current e-tenders at free of cost) |
| b) | Postal charges, inland                           | : | Rs.200/- (extra)  |
| c) | Date of commencement of Sale of bidding document | : | 22.06.2022  |
| d) | Pre-bid meeting                                  | : | 06.07.2022 at 11.00 AM  |
| e) | Last date for sale of Bidding Document           | : | 21.07.2022  |
| f) | Last date and time for Uploading of bids         | : | 22.07.2022, 11.00 AM  |
| g) | Time and date of Opening of Technical bids       | : | 22.07.2022, 12.00 Noon  |

- h) Place of opening of bids : Tamilnadu Medical Services Corp. Ltd.,  
417, Pantheon Road,  
Egmore,  
Chennai 600 008.
- i) Address for communication : Tamilnadu Medical Services Corp. Ltd.,  
417, Pantheon Road,  
Egmore,  
Chennai 600 008.

3. The bidders, who have downloaded the bid documents, shall be solely responsible for checking these websites for any addendum/amendment issued subsequently to the bid document and take into consideration the same while preparing and submitting the bids.

4. All bids must be accompanied by a bid security as specified in the bid document and must be delivered to the above office at the date and time indicated above.

5. Bids will be opened through online only on the stipulated date and time.

## **SECTION II: INSTRUCTION TO BIDDERS**

## **SECTION II: INSTRUCTIONS TO BIDDERS**

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## A. INTRODUCTION

### 1. Eligible Bidders

1.1 Manufacturers or their authorised representatives / direct importers are eligible to participate in this tender.

1.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Bids.

**1.2.1. The GST registered bidders are only eligible to participate in the tender.**

1.3 Government-owned enterprises may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the *Purchaser*.

### 2. Cost of Bidding

2.1 The Bidder shall bear all costs associated with the preparation and submission of its bid and *Tamilnadu Medical Services Corp. Ltd., Chennai*, hereinafter referred to as “*the Purchaser*”, will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

## B. THE BIDDING DOCUMENTS

### 3. Contents of Bidding Documents

3.1 The goods required, bidding procedures and contract terms are prescribed in the Bidding documents. In addition to the Invitation for Bids, the Bidding Documents include:

- a. Instruction to Bidders (ITB);
- b. General Conditions of Contract (GCC);
- c. Special Conditions of Contract (SCC);
- d. Schedule of Requirements;
- e. Technical Specifications / Qualification criteria;
- f. Bid Form and Price Schedules;
- g. Bid Security form
- h. Contract Form;
- i. Performance Security Form;
- j. Performance statement and
- k. Manufacturer’s Authorisation Form

3.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

#### **4. Clarification of Bidding Documents**

4.1 A prospective Bidder requiring any clarification of the Bidding Documents may notify the **Purchaser** in writing or by telex or cable at the **Purchaser's** mailing address indicated in the Invitation for Bids. The **Purchaser** will respond in writing to any request for clarification of the Bidding Documents which it receives not later than 7 days prior to the deadline for submission of bids prescribed by the **Purchaser**. Written copies of the **Purchaser's** response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Bidders which have received the bidding documents.

#### **4.2 Pre-Bid Meeting:**

- a) The bidder or his official representative is invited to attend a pre-bid meeting which will take place at the office of *Tamilnadu Medical Services Corporation Limited, 417, Pantheon Road, Chennai –8, India* on **06.07.2022 at 11.00 AM**.
- b) The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- c) The Bidder is requested to submit any questions in writing or by cable to reach the **Purchaser** not later than **3 days before the meeting**.
- d) Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be transmitted without delay to all purchasers of the bidding documents.
- e) Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

#### **5. Amendment of Bidding Documents**

5.1 At any time prior to the deadline for submission of bids, the **Purchaser** may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by an amendment.

5.2 All prospective bidders who have received the Bidding Documents will be notified of the amendment in writing or by cable and will be binding on them.

5.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bid, the **Purchaser** may, at its discretion, extend the deadline for the submission of bids.

## **C. PREPARATION OF BIDS**

### **6. Language of Bid**

6.1 The Bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the *Purchaser*, shall be written in the English language. Supporting documents and printed literature furnished by the Bidder may be written in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Bid, the English translation shall govern.

### **7. Documents Comprising the Bid**

7.1 The bid prepared by the Bidder shall comprise the following components:

- (a) a Bid Form and Price Schedule completed in accordance with ITB Clauses 8, 9 and 10;
- (b) documentary evidence established in accordance with ITB Clause 11 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;
- (c) documentary evidence established in accordance with ITB Clause 12 that the goods and ancillary services to be supplied by the Bidder shall conform to the Bidding Documents; and
- (d) Bid Security furnished in accordance with ITB Clause 13.

### **8. Bid Form**

8.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating for the goods to be supplied, a brief description of the goods, their country of origin, quantity and prices.

### **9. Bid Prices**

9.1 The Bidder shall indicate on the Price Schedule the unit prices and total Bid prices of the goods it proposes to supply under the Contract.

9.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:

- (i) The price of the goods, quoted ex-factory, ex-show-room, ex-warehouse, or off-the-shelf, or delivered, as applicable, including all duties and sales and other taxes already paid or payable:
  - a. on components and raw material use in the manufacture or assembly of the goods quoted ex-factory; or
  - b. on the previously imported goods of foreign origin quoted ex-showroom, ex-warehouse or off-the-shelf.

- (ii) any purchaser-country sales and other taxes which will be payable on the goods if this contract is awarded;
- (iii) charges for inland transportation, insurance and other local costs incidental to delivery of the goods to their final destination; and
- (iv) the cost of incidental services listed in Clause 7 of the Special Conditions of Contract.

9.3 The Bidders separation of the price components in accordance with ITB Clause 9.2 above will be solely for the purpose of facilitating the comparison of bids by the **Purchaser** and will not in any way limit the **Purchaser's** right to contract on any of the terms offered.

9.4 Fixed price: Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITB Clause 22.

9.5. a) The bidder should furnish the CIF value of the imported component with Customs duty separately in the price bid in addition to the other breakup value for packaging & Forwarding, Inland transport, Installation and commissioning and other incidental charges as specified in SCC 7 under GCC 12

b) The bidders are advised to take in to consideration the savings available due to abolition of CVD and SAD for imports now due to GST implementation, and consider the benefits out of it as a reduction, while arriving at their bid price.

c) Similarly, the benefits that could be availed out of High Sea Sales/ Sales in course of import should also be considered as a reduction while arriving at their bid price.

## **10. Bid Currencies**

10.1 Prices shall be quoted in Indian Rupees.

## **11. Documents establishing bidder's eligibility and qualifications**

11.1 Pursuant to ITB Clause 7, the bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

11.2 The documentary evidence of the Bidder's qualifications to perform the Contract if its bid is accepted, shall establish to the **Purchaser's** satisfactions.

- (a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been

duly authorized (as per authorization form in Section XI) by the goods manufacturer or produce to supply the goods in India.

(b) that the bidder has the financial, technical and production capability necessary to perform the Contract and meets the criteria outlined in the qualification requirements specified in Section VI-A. To this end, all bids submitted shall include the following information:

(i) The legal status, place of registration and principle place of business of the company or firm or partnership, etc;

(ii) Details of experience and past performance of the bidder on equipment offered and on those of similar nature within the past five years and details of current contracts in hand and other commitments (suggested proforma given in Section X)

**11.3 The bidder should furnish the GST registration no. for supply and services and the code no. for the goods quoted.**

**11.3 The bidder should furnish the details for Bank name, Branch name, Account no., IFSC Code and a copy of cancelled cheque leaf.**

**12. Documents establishing goods conformity to bidding documents**

12.1 Pursuant to ITB Clause 7, the Bidder shall furnish, as part of its bid, documents establishing the conformity to the bidding documents of all goods and services which the bidder proposes to supply under the contract.

12.2 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings and data and shall consist of:

(a) a detailed description of the essential technical and performance characteristics of the goods;

(b) a list giving full particulars, including available sources and current prices, of all spare parts, special tools, etc., necessary for the proper and continued functioning of the goods for a period of three years, following commencement of the goods used by the *Purchaser*; and

(c) an item-by-item commentary on the *Purchaser's* Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.

12.3 For the purpose of the commentary to be furnished pursuant to ITB Clause 12.2 (c) above, the Bidder shall note that standards for workmanship, material and equipments and references to brand names or catalogue numbers designated by the *Purchaser* in its Technical Specifications are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalogue numbers in its bid, provided that it demonstrates to the *Purchaser's* satisfaction

that the substitutes are substantially equivalent or superior to those designated in the Technical Specifications.

### **13. Bid Security**

13.1 Pursuant to ITB Clause 7, the Bidder shall furnish, as part of its bid, bid security for the amount as indicated in Section V schedule of requirements.

13.2 The bid security is required to protect the **Purchaser** against risk of Bidders conduct which would warrant the security's forfeiture, pursuant to ITB Clause 13.7.

13.3 The bid security shall be in Indian Rupees and shall be in one of the following forms :

a. Deleted

b. Bid security should be payable through RTGS/NEFT/IMPS or any online Mode to the Purchaser's bank account indicated below and upload the receipt in the online portal along with its technical bid and indicate the Transaction reference in the column provided for DD no.

Name of the A/c : Tamilnadu Medical Services Corporation Ltd.,

Name of the Bank : Indian Overseas Bank

Account number : 052202000012158

Account type : Current A/c

Branch : Egmore, Chennai

IFSC code : IOBA0000522

MICR code : 600020012

c. Domestic Enterprises (i.e., from Tamil Nadu) who is the manufacturer of the tendered product within the state and registered with MSME are eligible for EMD Exemption, otherwise not eligible.

13.4 Any bid not secured in accordance with ITB Clauses 13.1 and 13.3 above will be rejected by the **Purchaser** as non-responsive, pursuant to ITB Clause 22.

13.5 Unsuccessful bidders bid security will be discharged/returned as promptly as possible but not later than 30 days after the expiration of the period of bid validity prescribed by the **Purchaser**, pursuant to ITB Clause 14.

13.6 The successful bidder's bid security will be discharged upon the bidders signing the contract, pursuant to ITB Clause 30, and furnishing the security, pursuant to ITB Clause 31.

13.7 The bid security may be forfeited:

(a) If a bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid form;

(or)

(b) In case of a successful bidder, if the bidder fails:

(i) to sign the contract in accordance with ITB Clause 30; or

(ii) to furnish performance security in accordance with ITB Clause 31.

#### **14. Period of Validity of Bids**

14.1 Bids shall remain valid for 90 days after the date of bid opening prescribed by the **Purchaser**, pursuant to ITB Clause 17. A bid valid for a shorter period may be rejected by the **Purchaser** as non-responsive.

14.2 In exceptional circumstances, the **Purchaser** may solicit the bidders consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable or telex). The bid security provided under ITB Clause 13 shall be suitably extended. A bidder may refuse the request without forfeiting its bid security. A bidder granting the request is not required or permitted to modify its bid.

#### **15. Format and Signing of Bid**

15.1 The bidder shall prepare the bid technical bid (Cover A) and the price bid (Cover B) and placed in separately sealed covers clearly marking "Technical bid" and "Price bid" as appropriate.

15.2 The bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorised to bind the Bidder to the Contract. The letter of authorisation shall be indicated by written power-of-attorney accompanying the bid. All pages of the bid, except for unamended printed literature, shall be initialed by the person or persons signing the bid.

15.3 Any interlineations, erasures or overwriting shall be valid only if they are initialed by the person or persons signing the bid.



## D. SUBMISSION OF BIDS

### 16. Sealing and Marking of Bids

16.1 The bidder shall upload “**Technical bid**” and “**Price bid**” separately as per the instructions in the portal <https://tntenders.gov.in/nicgep/app> (or) <https://tnmsc.tn.gov.in/>

16.2 The inner envelopes and outer envelopes and the cover shall be:

(a) Deleted.

(b) Deleted.

16.3 Deleted.

16.4 Deleted.

16.5 Deleted.

**Bid submitted in manual Mode will not be considered**

### 17. Deadline for Submission of Bids

17.1 Bids must be received by the **Purchaser** in the portal. not later than the time and date specified in the Invitation of Bids (Section I) as instructed.

17.2 The **Purchaser** may, at its discretion, extend this deadline for submission of bids by amending the bid documents in accordance with ITB Clause 5, in which case all rights and obligations of the purchasers and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

## **18. Late Bids**

18.1 Any bid received by the **Purchaser** after the deadline for submission of bids prescribed by the **Purchaser**, pursuant to ITB Clause 17, will be rejected and/or returned unopened to the Bidder.

## **19. Modification and Withdrawal of Bids**

19.1 The bidder may modify or withdraw its bid after the bids submission, provided that written notice of the modification or withdrawal is received by the **Purchaser** prior to the deadline prescribed for submission of bids.

19.2 The bidders modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of ITB Clause 16. A withdrawal notice may also be sent by telex or cable but followed by a signed confirmation copy, post marked not later than the deadline for submission of bids.

19.3 No bid may be modified subsequent to the deadline for submission of bids.

19.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the bid form. Withdrawal of a bid during this interval may result in the bidders forfeiture of its bid security, pursuant to Clause 13.7

## E. BID OPENING AND EVALUATION

### 20. Opening of Bids by Purchaser

20.1 The **Purchaser** will open only the Technical bids (Cover A) of all bids through online at **12.00 Noon on 21.07.2022**.

20.2 Deleted.

20.3 The **Purchaser** will prepare minutes of the bid opening.

**20.4** The “**Price Bid**” (**Cover B**) will be opened after evaluation of “**Technical bids**” (**Cover A**) and the date and time will be intimated to bidders whose bids are responsive and who are selected by the **Purchaser**.

### 21. Clarification of Bids

21.1 During evaluation of bids, the **Purchaser** may, at its discretion, ask the bidder for clarification of its bid. The request for clarification and the response shall be in writing. Unless the purchaser asks for change in price due to the clarifications sought the bidder is not permitted to alter the price furnished in the “**Price bid**” “**Cover B**”.

### 22. Preliminary Examination

22.1 The **Purchaser** will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. Bids from Representatives, without proper authorisation from the manufacturer as per Section XI, shall be treated as non-responsive.

22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the supplier does not accept the correction of errors, its bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.

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

22.4 Prior to the detailed evaluation, pursuant to Clause ITB 23, the **Purchaser** will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these clauses a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 6). Warranty (GCC Clause 14), Force Majeure (GCC Clause 24), Applicable law (GCC Clause 29) and Taxes and Duties (GCC Clause

31) will be deemed to be material deviation. The purchasers determination of a bids responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

22.5 A bid determined as not substantially responsive will be rejected by the **Purchaser** and may not subsequently be made responsive by the bidder by correction of non-conformity.

### **23. Evaluation and Comparison of Bids**

23.1 The **Purchaser** will evaluate and compare bids previously determined to be substantially responsive, pursuant to ITB Clause 22.

23.2 The purchasers evaluation of a bid will take into account, in addition to the bid price (ex-factory/ex-warehouse/off-the-shelf price of the goods offered from within India, such price to include all costs as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods, and excise duty on the finished goods, if payable) and price of incidental services, the following factors, in the manner and to the extent indicated in ITB Clause 23.3 and in the technical specifications:

- (a)
  - i) cost of inland transportation, insurance and other costs within India incidental to the delivery of goods to their final destination;
  - ii) The comprehensive annual maintenance charges for a period of 7 years subsequent to free guarantee maintenance period of 3 years.
- (b) delivery schedule offered in the bid;
- (c) deviations in payment schedule from that specified in the special conditions of contract
- (d) the availability in India of spare parts and after-sales services for the equipment offered in the bid.
- i) **Manufacturer Bidders:-**
  - a. An undertaking for the uninterrupted supply of adequate spares for atleast a period of 10 years shall be furnished.
  - b. Availability/ establishment of after sales service facility atleast in 4 regions of Tamil Nadu to ensure uninterrupted after sales service during warranty and maintenance period shall be confirmed. The details of service facility available / proposed to be set up shall be furnished in their bid.
- ii) **Non-Manufacturer Bidders:-**

- a. The bidder shall furnish an undertaking for the uninterrupted supply of adequate spares for atleast a period of 10 years with the backup undertaking from their manufacturer.
- b. Availability/ establishment of after sales service facility atleast in 4 regions of Tamil Nadu to ensure uninterrupted after sales service during warranty and maintenance period shall be confirmed. The details of service facility available / proposed to be set up shall be furnished in their bid.

23.3 Pursuant to ITB Clause 23.2 the following evaluation methods will be applied:

- (a) Inland transportation, ex-factory/ from port-of-entry, insurance and incidentals.
  - (i) Inland transportation, insurance and other incidentals, for delivery of goods to the project site as stated in ITB Clause 9.2 (iii).

The above costs will also be added to the bid price.

- (b) Delivery schedule:  
The **Purchaser** desires to have delivery of the goods covered under the invitation, at the time specified in the schedule of requirements. The estimated time of the arrival of the goods at the project site should be calculated for each bid after allowing for reasonable transportation time. Treating the bid offering the scheduled time of arrival as the base, a delivery “adjustment” will be calculated for other bids at 2% of the ex-factory price for each month of delay beyond the base and this will be added to the bid price for evaluation. No credit will be given to earlier deliveries and bids offering delivery beyond 2 months of stipulated delivery will be treated as unresponsive.
- (c) Deviation in Payment Schedule:  
The special conditions of contract indicate the payment schedule offered by the **Purchaser**. If a bid deviates from the schedule and if such deviation is considered acceptable to the **Purchaser**, the bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the bid as compared to those stipulated in this invitation at a rate of 12% per annum.
- (d) Spare parts and after sales service facilities in India:  
The cost of the **Purchaser** of establishing the minimum service facilities and parts inventories, as outlined elsewhere in the bid invitation, if quoted separately, shall be added to the bid price.
- (e) Annual Maintenance Contract (AMC):

i. The purchaser desires to have a comprehensive maintenance contract for a period of seven years after the expiry of free maintenance period of 3 years. Bidders should clearly indicate year wise comprehensive maintenance charges in the price schedule which shall be added to the bid price at a discount rate of 8% per annum. **Bids without this charges will be considered as non-responsive.**

ii. Any major repair pointed out by the **Purchaser** shall be rectified by the Supplier from the date of intimation within a period of 3 calendar days and commission the equipment to the satisfaction of the Purchaser.

## **24. Contacting the purchaser**

24.1 Subject to ITB Clause 21, no bidder shall contact the **Purchaser** on any matter relating to its bid, from the time of bid opening to the time the contract is awarded.

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

24.3 The bidders shall not make attempts to establish unsolicited and unauthorized contact with the Tender accepting authority, Tender Inviting Authority or Tender Scrutiny Committee after opening of the bids and prior to the notification of award and any attempt by any bidder to bring to bear extraneous pressures on the Tender Accepting Authority bidder shall be sufficient reason to disqualify the bidder.

24.4 Notwithstanding anything contained in clause 24.3 above pursuant to ITB clause 21, the Tender Inviting Authority or the Tender Accepting Authority, may seek bona fide clarifications from bidders relating to the bids submitted by them during the evaluation of bids.

## **F. AWARD OF CONTRACT**

### **25. Post Qualification**

25.1 In the absence of pre-qualification, the *Purchaser* will determine to its satisfaction whether the bidder that is selected as having submitted the lowest evaluated responsive bid meets the criteria specified in ITB Clause 11.2 (b) and is qualified to perform the contract satisfactorily.

25.2 The determination will take into account the bidders financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the bidders qualifications submitted by the bidder, pursuant to ITB Clause 11 as well as such other information as the *Purchaser* deems necessary and appropriate.

25.3 An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the bidders bid, in which event the *Purchaser* will proceed to the next lowest evaluated bid to make a similar determination of that bidders capabilities to perform satisfactorily.

### **26. Award Criteria**

26.1 Subject to ITB Clause 28, the *Purchaser* will award the contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the bidder is determined to be qualified to perform the contract satisfactorily.

### **27. Purchaser's right to vary quantities at time of award**

27.1 The *Purchaser* reserves the right at the time of award of contract to increase or decrease the quantity of goods and services originally specified in the schedule of requirements without any change in unit price or other terms and conditions.

### **28. Purchaser's right to accept any bid and to reject any or all bids**

28.1 The *Purchaser* reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the purchasers action.

### **29. Notification of Award**

29.1 Prior to the expiration of the period of bid validity, the *Purchaser* will notify the successful bidder in writing by registered letter or by cable or telex, to be confirmed, that its bid had been accepted.

29.2 The notification of award will constitute the formation of the contract.

29.3 Upon the successful bidders furnishing of performance security pursuant to ITB Clause 31, the **Purchaser** will promptly notify each unsuccessful bidder and will discharge its bid security, pursuant to ITB Clause 13.

### **30. Signing of Contract**

30.1 At the same time as the **Purchaser** notifies the successful bidder that its bid has been accepted, the **Purchaser** will send the bidder the contract form provided in the bidding documents, incorporating all agreements between the parties.

30.2 Within 10 days of receipt of notification of award, the successful bidder shall sign the contract agreement, for the supply and installation and also for the comprehensive AMC contract as applicable after the warranty period.

### **31. Performance Security**

31.1 Within 7 days of the receipt of notification of award from the **Purchaser**, the successful bidder shall furnish the performance security in accordance with the conditions of contract, in the performance security form provided in the bidding documents or in another form acceptable to the **Purchaser**.

31.2 Failure of the successful bidder to comply with the requirement of ITB Clause 30 or ITB Clause 31 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the **Purchaser** may make the award to the next lowest evaluated bidder or call for new bids.

### **32. Fraud and corruption**

It is **purchaser's** policy to require that the bidders, suppliers and contractors and their subcontractor observe the highest standard of ethics during the procurement and execution of such contracts.<sup>1</sup> In pursuance of this policy, the **purchasers**;

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) **“corrupt practice”**<sup>2</sup> is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
  - (ii) **“fraudulent practice”**<sup>3</sup> is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to

<sup>1</sup> *In this context, any action taken by a bidder, supplier, contractor, or a sub-contractor to influence the procurement process or contract execution for undue advantage is improper.*

<sup>2</sup> *“another party” refers to a public official acting in relation to the procurement process or contract execution]. In this context, “public official” includes staff and employees of other organizations taking or reviewing procurement decisions.*

<sup>3</sup> *a “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution.*



mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(ii) **“collusive practice”**<sup>4</sup> is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

(iv) **“coercive practice”**<sup>5</sup> is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(v) **“obstructive practice”** is

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

(bb) acts intended to materially impede the exercise of the purchaser’s inspection and audit rights provided for under sub-clause 32 (e) below.

(b) will reject a proposal for award if it determines that the bidder considered for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;

(c) will cancel the contract if the purchaser determines at any time that the bidder, supplier and contractors and their sub contractors engaged in corrupt, fraudulent, collusive, or coercive practices.

(d) will sanction a firm or individual, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a contract; and

(e) will have the right to inspect the accounts and records of the bidders, supplier, and contractors and their subcontractors and to have them audited by auditors appointed by the purchaser.

Furthermore, Bidders shall be aware of the provision stated in Sub Clause 32 of the General Conditions of Contract.

### **33. Appeal**

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<sup>4</sup> “parties” refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

<sup>5</sup> a “party” refers to a participant in the procurement process or contract execution.

- 33.1 This tender is governed by the provisions of Tamilnadu Transparency in Tenders Act 1998 and the Rules there under.
- 32.2 Any tenderer aggrieved by the order passed by the Tender Accepting Authority under section 10 of the said Act, may appeal to the Government within ten days from the date of receipt of order and the Government shall dispose the appeal within fifteen days from the date of receipt.
- 33.3 No Appeal shall be preferred while the tender is in process until tender is finalized and Notification of award as stated ITB in clause 29 is completed by the purchaser.

### **SECTION III : GENERAL CONDITIONS OF CONTRACT**

**SECTION III: GENERAL CONDITIONS OF CONTRACT**  
**TABLE OF CLAUSES**

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## **GENERAL CONDITIONS OF CONTRACT**

### **1. Definitions**

1.1 In this contract the following terms shall be interpreted as indicated:

- (a) “The Contract” means the agreement entered into between the **Purchaser** and the Supplier as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- (b) “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- (c) “The Goods” means all the equipment, machinery, and/or other materials which the Supplier is required to supply to the **Purchaser** under the Contract;
- (d) “Services” means services ancillary to the supply of the Goods, such as transportation and insurance, and other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Supplier covered under the contract;
- (e) “GCC” means the General Conditions of Contract contained in this section.
- (f) “SCC” means the Special Conditions of Contract.
- (g) “The **Purchaser**” means the Organisation purchasing the Goods, as named in SCC;
- (h) “The Supplier” means the individual or firm supplying the Goods under this Contract;
- (i) “The Project Site”, where applicable means the place or places named in SCC.
- (j) “Day” means calendar day.
- (k) “Delivery period” means the period applicable upto completion of supply, installation, testing and commissioning of the equipment by the supplier at the Project site and accepted by the Purchaser.

### **2. Application**

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

### **3. Standards**

3.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods country or origin and such standards shall be the latest issued by the concerned institution.

#### **4. Use of Contract Documents and Information**

4.1 The Supplier shall not, without the **Purchaser's** prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the **Purchaser** in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

4.2 The Supplier shall not, without the **Purchaser's** prior written consent, make use of any document or information enumerated in GCC Clause 4.1 except for purposes of performing the Contract.

4.3 Any document, other than the Contract itself, enumerated in GCC clause 4.1 shall remain the property of the **Purchaser** and shall be returned (in all copies) to the **Purchaser** on completion of the supplier's performance under the Contract if so required by the **Purchaser**.

#### **5. Patent Rights**

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

#### **6. Performance Security**

6.1 Within 7 days after the Supplier's receipt of notification of award of the Contract, the Supplier shall furnish performance security to the **Purchaser** in the amount specified in the Special Conditions of Contract.

6.2 The proceeds of the performance security shall be payable to the **Purchaser** as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

6.3 The Performance Security shall be denominated in India Rupees and shall be in one of the following forms:

(a) A Bank guarantee issued by a nationalized/ scheduled bank located in India and in the form provided in the bidding Documents or any other form acceptable to the **Purchaser**; or

(b) A cashier's cheque, certified cheque, or demand draft.

5.4 The performance security will be discharged by the **Purchaser** and returned to the Supplier not later than 30 days following the date of completion of the Supplier's performance obligations, including any warranty obligations, unless specified otherwise in SCC

## 6. Inspection and Tests

7.1 The **Purchaser** or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract at no extra cost of the **Purchaser**. The Special conditions of Contract and/or the Technical Specifications shall specify what inspections and tests the **Purchaser** requires and where they are to be conducted. The **Purchaser** shall notify the Supplier in writing of the identity of any representatives retained for these purposes.

7.2 The inspections and test may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and/or at the Goods final destination. Where conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance including access to drawings and production data – shall be furnished to the inspectors at no charge to the **Purchaser**.

7.3 Should any inspected or tested Goods fail to conform to the specifications, the **Purchaser** may reject them and the Supplier shall either replace the rejected Goods or make all alternations necessary to meet specification requirements free of cost to the **Purchaser**.

7.4 The Purchasers right to inspect, test and, where necessary, reject the Goods' arrival in at site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the **Purchaser** or its representative prior to the Goods despatched.

7.5 Nothing in GCC Clause 7 shall in any way release the Supplier from any warranty or other obligations under this Contract.

### 7.6 Inspection and Audit

- (i) The supplier shall permit the **purchaser** and or persons appointed by the **purchaser** to inspect the supplier's office and / or the accounts and records of the suppliers and its sub contractors relating to the performance of the contract, and to have such accounts and records audited by auditors appointed by the purchaser if required.

The Supplier's attention is drawn to Clause 32, which provides, inter alia, that acts intended to materially impede the exercise of the purchaser inspection and audit rights provided for under Sub-Clause 7.6 (i) constitute a prohibited practice subject to contract termination

## 7. Packing

8.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, Where appropriate, the remoteness of the Goods final destination and the absence of heavy handling facilities at all points in transit.

8.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, specified in SCC and in any subsequent instructions ordered by the **Purchaser**.

## **9. Delivery and Documents**

9.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified by the **Purchaser** in the Notification of Award. The details of despatching and/or other documents to be furnished by the supplier are specified in SCC.

## **10. Insurance**

10.1 The Goods Supplied under the Contract shall be fully insured in Indian Rupees against the loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the Special Conditions of Contract.

## **11. Transportation**

11.1 Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within the India defined as Project site, transport to such place of destination in India insurance, as shall be specified in the Contract, shall be arranged by the Supplier, and the related cost shall be included in the Contract Price.

## **12. Incidental Services**

12.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

1. Performance or supervision of the on-site assembly and/or start-up of the supplied Goods;
2. furnishing of tools required for assembly and/or maintenance of the supplied Goods;



3. furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods.
  4. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- (e) training of the **Purchaser's** Personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods.

12.2 Prices charged by the Supplier for incidental services, if not included in the contract Price of the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

### 13. Spare Parts

13.1 As specified in the Special Conditions of Contract, the Supplier may be required to provide any or all of the following materials and notifications and information pertaining to spare parts manufactured or distributed by the Supplier:

- (a) Such spare parts as the **Purchaser** may elect to purchase from the Supplier, providing that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
- (b) In the event of termination of production of the spare parts:
  - (i) advance notification to the **Purchaser** of the pending termination, in sufficient time to permit the **Purchaser** to procure needed requirements; and
  - (ii) following such termination, furnishing at no cost to the **Purchaser**, the blueprints, drawings and specifications of the spare parts, if and when requested.

### 14. Warranty

14.1 The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The supplier further warrants that the Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the **Purchaser's** specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in conditions obtaining in the country of final destination.

14.2 This warranty shall remain valid for One year after the Goods or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract.

14.3 The **Purchaser** shall promptly notify the supplier in writing of any claims arising under this warranty.

14.4 Upon receipt of such notice , the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the **Purchaser**.

14.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC within a reasonable period, the **Purchaser** may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the **Purchaser** may have against the Supplier under the contract.

## 15. Payment

15.1 The method and conditions of payment to be made to the Supplier under the Contract shall be specified in the Special Conditions of Contract.

15.2 The Suppliers request(s) for payment shall be made to the **Purchaser** in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the services performed, and by documents, submitted pursuant to GCC Clause 9, and upon fulfillment of other obligations stipulated in the contract.

15.3 Payment shall be made promptly by the **Purchaser** but in no case later than sixty (60) days after submission of the invoice/claim by the Supplier.

15.4 Payment shall be made in Indian Rupees

## **16. Prices**

16.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any prices adjustments authorized in the special Conditions of Contract or in the *Purchaser's* request for bid validity extensions, as the case may be.

## **17. Change Orders**

17.1 The *Purchaser* may at any time by written order given to the Supplier pursuant to GCC Clause 30, make changes within the general scope of the Contract in any one or more of the following:

- (a) drawings, designs or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the *Purchaser*;
- (b) the method of shipping or packing
- (c) the place of delivery; or
- (d) the services to be provided by the Supplier.

17.2 If any such changes causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the *Purchaser's* change order.

## **18. Contract Amendments**

18.1 Subject to GCC Clause 17, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

## **19. Assignment**

19.1 The Supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the *Purchaser's* prior written consent.

## **20. Subcontracts**

20.1 The supplier shall notify the *Purchaser* in writing of all subcontracts awarded under the contract if not already specified in his bid. Such notification, in his original bid or later, shall not relieve the Supplier from any liability or obligation under the contract.

## **21. Delays in the Supplier's Performance**

- 21.1 Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the **Purchaser** in its Schedule of Requirements.
- 21.2 If at any time during the performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of the Services, the Supplier shall promptly notify the **Purchaser** in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the **Purchaser** shall evaluate the situation and may at its discretion extend the Supplier's time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 21.3 Except as provided under GCC Clause 24, a delay by the Supplier in the performance of its delivery obligation shall render the supplier liable to the imposition of liquidated damages pursuant to GCC Clause 22, unless any extension of time is agreed upon pursuant to GCC clause 21.2 without the application of liquidated damages.

## **22. Liquidated Damages**

- 22.1 Subject to GCC Clause 24, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the **Purchaser** shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the SCC. Once the maximum is reached, the **Purchaser** may consider termination of the Contract pursuant to GCC Clause 23.

## **23. Termination for Default**

- (a) The **Purchaser** may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, terminate the Contract in whole or part;
- (i) if the Supplier fails to deliver any or all of the goods within the time period(s) specified in the Contract, or within any extension thereof granted by the **Purchaser** pursuant to clause 21; or
  - (ii) if the Supplier fails to perform any other obligation(s) under the Contract; or
  - (iii) if the supplier, in the judgment of the **Purchaser**, has engaged in fraud and corruption, as defined in GCC clause 32, in competing for or in executing the contract.

- (b) In the event the **Purchaser** terminates the Contract in whole or in part, pursuant to GCC Clause 23.1(a), the **Purchaser** may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the **Purchaser** for any additional costs for such similar Goods. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

#### **24. Termination for Insolvency**

- (a) The **Purchaser** may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the **Purchaser**.

#### **25. Termination for Convenience**

- (a) The **Purchaser**, may by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the **Purchaser's** convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.
  - (b) The Goods that are complete and ready for shipment within 30days after the Supplier's receipt of notice of termination shall be accepted by the **Purchaser** at the Contract terms and prices. For the remaining Goods, the **Purchaser** may elect.
1. to have any portion completed and delivered at the Contract terms and prices; and /or
    - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

## **26. Force Majeure**

- 26.1 Notwithstanding the provisions of GCC Clauses 21,22,23, the Supplier shall not be liable for forfeiture of its performance security, liquidation damages 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.
- 26.2 For purposes of this Clause “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the **Purchaser** either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 26.3 If a Force Majeure situation arises, the Supplier shall promptly notify the **Purchaser** in writing of such conditions and the cause thereof. Unless otherwise directed by the **Purchaser** in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

## **27. Resolution of Disputes**

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

27.2 If, after thirty (30) days from the commencement of such informal negotiations, the **Purchaser** and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the Special Conditions of Contract. These mechanisms may include, but or not limited to, conciliation mediated by a third Party, adjudication in an agreed national forum, and national arbitration.

## **28. Governing Language**

28.1 The contract shall be written in English language. Subject to Clause 29, English language version of the Contract shall govern its interpretation. All correspondence and documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

## **29. Applicable Law**

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

## **30. Notices**

30.1 Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by cable, telex or fascimile and confirmed in writing to the other Party's address specified in Special Conditions of Contract.

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

## **31. Taxes and Duties**

31.1 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**. However, Sales tax in respect of the transaction between the **Purchaser** and the Supplier shall be payable extra, if so stipulated in the Notification of Award.

## **32. Fraud and corruption**

32.1 If the Purchaser determines that the Supplier has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Purchaser may, after giving 7 days notice to the Supplier, terminate the Supplier's employment under the Contract and cancel the contract, and the provisions of Clause 23 shall apply as if such termination had been made under clause 23.

(a) For the purposes of this Sub-Clause:

- (i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (v) "obstructive practice" is

- (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a purchaser investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
- (bb) acts intended to materially impede the exercise of the purchaser's inspection and audit rights provided for under Clause 11 [Inspections and Audits by the Bank].

***32.2 Notwithstanding the clause 32 above, Should any employee of the Supplier be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the purchase of the Goods, then that employee shall be removed.***



#### **SECTION IV: SPECIAL CONDITIONS OF CONTRACT**

## SECTION IV: SPECIAL CONDITIONS OF CONTRACT

### TABLE OF CLAUSES

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## **SPECIAL CONDITIONS OF CONTRACT**

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of contract. The Corresponding clause number of the General Conditions is indicated in parentheses.

### **1. Definitions(GCC Clause 1)**

- (a) The ***Purchaser*** is **Tamilnadu Medical Services Corp. Ltd., Chennai.**
- (b) The Supplier is.....
- (c) Project site is the place(s) mentioned in the Schedule of Requirements

### **2. Performance Security (GCC Clause 6)**

#### **2.1 Substitute Clause 6.1 of GCC by the following:**

Within 7 days after the supplier's receipt of Notification of Award, the supplier shall furnish performance security to the ***Purchaser*** for an amount of 5% of the contract value valid upto 60 days after the date of completion of performance obligations including the warranty obligations.

The performance security will be released after entering into a comprehensive maintenance contract after the warranty period and on payment of required performance security for the CMC contract. However in no case, the performance security will be returned before the date of completion of the warranty obligation.

#### **Performance security for Maintenance contract**

After successful completion of warranty period, the supplier shall furnish performance security for 5% of the comprehensive AMC applicable for 7 years maintenance period valid for 7 years period of maintenance.

#### **2.2 Substitute Clause 6.3 (b) of GCC by the following:**

A cashier's cheque or banker's certified cheque or crossed demand draft or pay order drawn in favour of the ***Purchaser***.

#### **2.3 Substitute Clause 6.4 of the GCC by the following:**

The Performance Security will be discharged by the ***Purchaser*** and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including the warranty obligations, under the Contract.

- 2.4 Add Clause 6.5 to the GCC of the following:  
In the event of any contract amendment, the supplier shall, within 7 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for further period of 60 days thereafter.

### **3. Inspection and Tests (GCC Clause 7)**

The following inspection procedures and tests are required by the **Purchaser**;

The supplier shall get each equipment inspected in manufacturer's works and submit a test certificate and also guarantee/warranty certificate that the equipment conforms to laid down specifications.

The **Purchaser** or its representative shall inspect and/or test any or all the equipment to confirm their conformity to the Contract specifications, prior to despatch from the manufacturer's premises. Such inspection and clearance will not prejudice the right of the consignee to inspect and test the equipment on receipt at destination.

If the equipment fails to meet the laid down specifications the supplier shall take immediate steps to remedy the deficiency or replace the defective equipment to the satisfaction of the **Purchaser**.

### **4. Packing (GCC Clause 8)**

Add as Clause 8.3 of the GCC the following:

Packing Instruction: The Supplier will be required to mark separate packages for each consignee. Each package will be marked on three sides with proper paint/indelible ink, the following:

- i) Project
- ii) Contract No.
- iii) Supplier's Name
- iv) Packing list reference number

### **5. Delivery and Documents (GCC Clause 9)**

Upon delivery of the Goods, the Supplier shall notify the **Purchaser** and the Insurance Company by cable or Telex or fax the full details of shipment including the Contract number, railway receipt number and date, description of Goods, quantity, names of the consignee etc.

The Supplier shall mail the following documents to the **Purchaser**, with a copy to the Insurance Company.

- (i) Three Copies of Supplier invoice (in duplicate) showing Goods description, quantity, unit price, total amount;
- (ii) Railway receipt/acknowledgment of receipt of goods from the Consignee(s)
- (iii) Insurance Certificate;
- (iv) Manufacturer's/ Supplier's warranty and test Certificate;
- (v) Inspection Certificate issued by the nominated inspection agency, and the Supplier's factory inspection report;

The above documents shall be received by the **Purchaser** before arrival of Goods (except where the Goods have been delivered directly to the Consignee with all documents) and, if not received, the supplier will be responsible for any consequent expenses.

#### **6. Insurance (GCC Clause 10)**

For delivery of goods at site, the insurance shall be obtained by the Supplier in an amount equal to 110% of the value of the goods from "Warehouse to Warehouse" (Final destinations) on "All Risks" basis including War Risks and Strike.

#### **7. Incidental Service (GCC Clause 12)**

The following services covered under Clause 12 shall be furnished and the cost shall be included in the contract price:

- (a) Unloading, safe storage and handling of consignment of site.
- (b) On site assembly if any of the supplied goods, installation, testing and commissioning of the equipment.
- (c) Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods;

#### **8. Spare parts (GCC Clause 13)**

Add as Clause 13.2 to the GCC the following:

Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods. Other main spare parts and components shall be supplied as promptly as possible but in any case within one week of placement of order.

#### **9. Warranty (GCC Clause 14)**

9.1 Substitute GCC Clause 14.2 by the following:-

This warranty shall remain valid for 3 years after goods or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract.

9.2 The Supplier shall, in addition, comply with the performance and/ or consumption guarantees specified under the contract. If for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall at its discretion either:

(a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 3:

## 10. Payment (GCC Clause 15)

Payment for Goods and Services shall be made in Indian Rupees as follows:

**(i) No advance payment is payable.**

**(ii) 100% payment will be made against supply and installation of the equipments at the respective sites against certification along with necessary stock entry bills from the respective consignee.**

- a) If there is a delay in installation of the equipment due to reasons not attributable to the supplier such as non readiness of site, 50% of the supply value will be released against supply and provisional stock entry certificate from the consignee / end user.
- b) If there is no situation such as non availability of site etc., and installation is taken up by the supplier immediately after supply, 50% of the supply value will be paid against supply and certificate for receipt of the item in good condition and a provisional stock entry certificate, from the consignee / end user.
- c) On completion of installation, another 20% is payable against installation certificate issued by the end user.
- d) The final 30% will be paid after receipt of proper stock entry certificate from the end user.
- e) For items ordered in bulk quantities, the first payment will be released only after supply / installation of atleast 20% of the ordered quantity or Rs.25.00 lakhs whichever is less.
- f) If the price includes customs duty, relevant documentary evidence for import of the equipment / goods (Bill of lading / Airway Bill, Bill of entry and invoice copy) and proof for payment of Custom duty shall be furnished.

- g) Payment will be made either by means of Cheque or through RTGS (Real Time Gross Settlement System) / Core Banking / NEFT (Net Electronic Fund Transfer).

**11. Prices (GCC Clause 16)**

Substitute Clause 16.1 of the GCC with the following:

Prices payable to the Supplier as stated in the Contract shall not be subject to adjustment during performance of the Contract.

**12. Sub-Contract (Clause 20)**

Add at the end of sub-clause 20.1 the following:

Sub-contract shall be only for bought-out items and sub-assemblies.

**13. Liquidated Damages (GCC Clause 22)**

**13.1 For delays:**

Substitute GCC Clause 22.1 by the following

Subject to Clause 24, if the Supplier fails to deliver any or all of the Goods or perform of services within the time period(s) specified in the Contract, the **Purchaser** shall without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5 percent of the delivered price of the delayed Goods or unperformed Services for each week of delay or part thereof until actual delivery or performance, up to a maximum deduction of 10 percent of the delayed Goods or Services contract price. Once the maximum is reached, the **Purchaser** may consider termination of the Contract.

**14. Resolution of Disputes (GCC Clause 27)**

Add as GCC Clauses 27.3 and 27.4 the following:

27.3 The dispute resolution mechanism to be applied pursuant to GCC Clause 27 shall be as follows:

- (a) In the case of a dispute or difference arising between the **Purchaser** and a Supplier relating to any matter arising out of or connected with this agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act 1996 the Arbitral Tribunal shall consist of 3 Arbitrator, one each to be nominated by the **Purchaser** and the supplier. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two Arbitrator appointed by the parties to reach upon a consensus within a period of 30 days from the

appointment of the Arbitrator appointed subsequently, the Presiding Arbitrator shall be appointed by the President of Institute of Engineers (India).

27.4 The venue of arbitration shall be the place from where the Contract is issued (ie.) Chennai.

**15. Notices (clause 30)**

For the purpose of all notices, the following shall be the address of the ***Purchaser*** and Supplier.

***Purchaser:***    **Tamilnadu Medical Services Corp. Ltd.,  
417, Pantheon Road,  
Egmore,  
Chennai 600 008.**

***Supplier:***

(To be filled in at the time of Contract signature)



## **16. Annual Maintenance Contract (AMC):**

16.1 The suppliers shall under take atleast one preventive maintenance visit per quarter and attend to all breaks down calls. The payment for the maintenance services will be made at the end of each quarter based on the certificate from the end user for completion of preventive maintenance and break down maintenance as per schedule.

16.2 An uptime guarantee of 95% shall be maintained out of total usage period of the equipment by the end users during warranty and maintenance period.

16.3 Any major repair pointed out by the **Purchaser** shall be rectified by the Supplier from the date of intimation within a period of 3 calendar days and commission the equipment to the satisfaction of the Purchaser. Failing which the Purchaser has a right to levy a penalty on the Supplier a sum of Rs.10,000/- per day or part thereof for each equipment until the equipments are repaired and commissioned to the satisfaction of the Purchaser.

16.4 The Supplier shall indicate clearly the free guarantee maintenance of the whole system supplied by the Supplier and the same should not be less than 3 years.

16.5 The Supplier shall also indicate separately post guarantee maintenance cost of the entire system for 7 years subsequent to free maintenance period and shall clearly indicate year wise maintenance cost with probable cost of spares required for each year, in addition to comprehensive maintenance charges.

16.6 The scope of comprehensive Annual Maintenance Contract shall include replacement of all parts without any exclusion. The supplier shall undertake atleast one Preventive Maintenance Service per quarter of the year and attend to all break down maintenance calls. The payment for the comprehensive maintenance will be made at the end of each quarter against certification from the end user for satisfactory completion of Preventive Maintenance within the quarter and attending the breakdown calls within the stipulated period of 3 days from the date of intimation.

## **17. Uploading to Bid document:**

### **17.1 Technical bid:**

Technical Bid shall include the duly filled up Tender documents along with

- a) Bid Security.
- b) Duly attested copy of License if any, approved by the concerned Licensing Authority.
- c) For Importers Photocopy of License renewed upto date.
- d) Documentary evidence of constitution of firm such as Memorandum of Articles, Partnership Deed, etc., with details of Name, Address, Tel. No.,

Fax No., E-mail Address of firm and the Managing Director / Partner / Proprietor.

- e) Authorisation of senior responsible officer of the Company to transact business.
- f) Annual turnover statement last for three years certified by the Auditor.
- g) Copies of Balance Sheet and Profit & Loss Account for three years certified by the Auditors.
- h) GST Certificate as on 31.03.2021.
- i) Notarised statement of the Installed manufacturing capacity of the Items quoted.
- j) Qualification Criteria – Section VI-A
- k) Performance Statement – Section X
- l) Manufacturer's Authorisation Form – Section XI
- m) Technical literature and other documents in support of the goods / services.
- n) Any deviations
- o) List of items quoted (without prices)**
- p) In case of critical equipment, the supplier shall give a certificate to the effect that the equipment does not have any capability to remotely observe or access. If called for by the purchaser a verification and certificate of this claim shall be given by a 3<sup>rd</sup> party.**
- q) Self-declaration by the bidder for not subject to debarment – Section XIII.

## **17.2 Price Bid :**

Price bid shall include

- a) Duly filled in Price Schedule – Section VII
- b) Bid Form

Please note that the Bidder run the risk of his bid being rejected if the Price Schedule contains any conditions.

## **SECTION V: SCHEDULE OF REQUIREMENTS**

**SECTION – V**  
**SCHEDULE OF REQUIREMENTS**

<b>Sch. No.</b>	<b>Brief Description</b>	<b>Unit</b>	<b>Qty.</b>	<b>Bid security (Rs.)</b>
1.	Flat Panel Cardiac Single Plane Digital Subtraction Angiography System as per specification.	No.	2	Rs.4,00,000/-
2.	Flat Panel Cardiac Single Plane Digital Subtraction Angiography System as per specification with buy back of Single Plane Cathlab of Toshiba make and Infiniox Cci/FPD model at RGGGH, Chennai	No.	1	Rs. 2,00,000/-
3.	Flat Panel Cardiac Single Plane Digital Subtraction Angiography System as per specification with buy back of Single Plane Cathlab of Toshiba make and Infiniox Cci/FPD model at Salem Medical College Hospital	No.	1	Rs. 2,00,000/-

**Delivery Schedule:** - 90 days from the date of purchase order.

**Place of Delivery:** -

**Schedule 1**

1. Dept. of Cardiology, Govt. Tiruvannamalai Medical College Hospital
2. Dept. of Cardiology, Govt. Tiruvarur Medical College Hospital

**Schedule 2**

1. Dept. of Cardiology, Rajiv Gandhi Govt., General Hospital, Chennai

**Schedule 3**

1. Dept., of Cardiology, Govt. Salem Medical College Hospital

**Important Note:**

- a) For the schedule 2, the bidders should quote the equipment value with buyback of existing single plane machine of Toshiba make and Infiniox Cci/FPD model at RGGGH, Chennai

- b) For the schedule 3, the bidders should quote the equipment value with buyback of existing single plane machine of Toshiba make and Infiniox Cci/FPD model at Salem Medical College Hospital.
- c) The bidder should take in to consideration the buyback cost of the existing single plane cathlab with dismantling and disposal while arriving at the price of the new cathlab and the bidder is not required to indicate the cost of buy back of the existing machine Separately in the price bid. The net price of new machine after taking in-to account the buyback price of existing machine only should be quoted as the price for the new machine.
- d) The single plane cathlab covered on buyback should be taken over by the successful bidder in “as is where is” condition and TNMSC will not guarantee its working condition at the time of its removal.

## **SECTION VI : TECHNICAL SPECIFICATION**

# **SPECIFICATION FOR FLAT PANEL CARDIAC SINGLE PLANE DIGITAL SUBTRACTION ANGIOGRAPHY SYSTEM**

## **Contents of the Specification**

- I. Gantry/ C- Arm
- II. Patient Angiography Table
- III. X- ray Generator
- IV. X-ray tube
- V. Collimator
- VI. Flat Panel Detector
- VII. Image Display Monitors
- VIII. 3D Rotational Angiography
- IX. Digital Imaging Processing System & Work- Station
- X. System Operation
- XI. Radiation Protection.
- XII. Hemo-Dynamic Recorder
- XIII. Pressure Injector
- XIV. Operator Lamp
- XV. Accessories
- XVI. Remote Service
- XVII. General Requirements
- XVIII. Standards and Safety
- XIX. Installment and Commissioning

### **I. Gantry /C- Arm**

- 1. The system should have floor mounted / ceiling suspended gantry.
- 2. Gantry depth: Should be adequate to provide sufficient groin coverage. **(Atleast 89 cm)**
- 3. Facility for full body coverage should be available **(>180cm)**.
- 4. Gantry angulations should be freely user selectable to satisfy clinical imaging needs.
  - a. RAO/LAO angulation should be at least +/-90 deg or more
  - b. CRA/CAU angulations should be at least +/-45 deg or more

5. Pre- programming of gantry for multiple examinations positions should be possible and Gantry should have automatic positioning capability dependent on the reference imaging being selected.

6. All movements of the gantry including collimator should **preferably** be motorized and controlled from the table side

7. Gantry should have fast speed for angulations and positioning have a speed at least **15 degree/sec or more**.

8. **Collision Protection:** Gantry should have adequate auto collision protection with patient (for patient safety) and table.

9. The Gantry should have parking facility without hindrance to the patients.

10. One joystick for patient angle oriented C- arm and detector movements.

#### **Positioning:**

11. Variable focal spot-to-detector distance between **90cm or below to 120cm or above** and speed up to 9 cm/s or more.

12. **Gantry Pivot Rotation:** Should have facility for **manual/motorized** positioning / rotation of stand from the floor base/ ceiling pivot by +/- 90 degrees for improved workflow and for ease of operation from both left and right side of the patient in addition to zero degree normal head end position.

13. **Patient access:** Should be possible from either left or right side at the Head end and Groin (Leg) end.

Please provide details:

- Isocenter to floor distance
- Focal spot to iso-center distance
- Source image distance
- C- arm depth
- Manual and motorized flat detector movement.
- Maximum patient coverage distance

## **II. PATIENT ANGIOGRAPHY TABLE**

1. Make of Cardiac Table: Patient table must have radio lucent carbon fibre table top or equivalent



2. Table top mattress: mattress should be long and must provide high patient comfort for long interventional procedure, made of slow recovery foam with ideal density and thickness.(give details)
3. The table length should be 280cm or more.
4. The maximum unobstructed overhang length should be 110cm or more.
5. It should be possible to lock the table in any position(preferable)
6. Table should be floor mounted and should be able to take a maximum table load 300 kg including accessories and CPR load is desirable. (Maximum patient load of 200kg should be possible) (Specify table load)
7. It should be possible for doing CPR at any position of the patient and table (including the overhang area) with or without having to retract the table back on its base.
8. Table should allow head to toe coverage of adult patients without repositioning (desirable)
9. The table should have longitudinal and horizontal travel.
  - a. Manual / Motorised longitudinal float / travel distance should be at least 120 cm or more.
  - b. Manual/ Motorised transverse float/ travel distance should be 1 cm on either side or more
10. It should be possible to move the table up or down comfortably. It should be possible to lower the table to a height of at least **78cm** and raise it to a height of at least 102 cm.
11. The motorised table lift speed should be at least 15mm/ second.
12. Table should have a control module for operation of all table functions.
13. Should have extendable arm rest both sides and Elbow guard.
14. Table swivel / **Cradle**: Swivel / **Cradle of the table is optional**
15. Table tilt: if available is an **optional feature**
16. Table Pivot: Should be (+ 90 to -90) as **standard**
17. Large unobstructed cantilevered table top and wide range of rotations should enable access to patient from all sides and easy transfer and positioning.

Accessories with table and mattress:

- a) Accessory clamps

- b) Arm supports
- c) Drip Stand
- d) Peripheral filter set
- e) Catheterization arm support
- f) Foot support
- g) Head end holder
- h) Handles with support
- i) Articulating arm support
- j) IV set Holder

### III. X- ray Generator

1. X- Ray generator should be a high frequency Generator with centralized system control, optimized for the latest cardiac applications, electrophysiological and interventional procedures.
2. X- Ray generator should be microprocessor controlled multi pulse/ high frequency for constant output with automatic dose rate control for radiography and fluoroscopy
3. X Ray generator should have SID tracking ( It should provide automatic tube current adjustment according to focus-to-detector distance)
4. X Ray generator should have automatic exposure control device for radiographic fluoroscopy and angio mode.
5. X Ray generator should be able to deliver up to 1000mA ( ie 100 kW at 100 kV)
6. X Ray generator output should be 100KW or more
7. Output at 100 KV should be 1000mA or more
8. KVP range selectability should be mentioned; ideally must be **50-125Kv** or more
9. It should have digital display of KV & mA. It should have overloading protection.
10. The X- ray generator should be able to support pulsed fluoroscopy **at least three variable rates with minimum of 3.75 fps or below and maximum of 15 fps or above** for reducing the X-ray dose, in addition to high contrast fluoroscopy and normal fluoroscopy as standard.
11. Cardiac radiography should be possible up to **30 frames** per second or more.

Radiography of other system should be possible up to 6 frames per second or less

Please provide details:

- Automatic X- ray control system fully automatic calculation and optimization of exposure data based on fluoroscopic values.
- Patient transparency monitoring
- Monitoring the tube load with date display.
- KV & mA post display on image monitor

#### IV. X-RAY TUBES

1. Tube should be supplied with performance proven tube bearing technology for Silent, efficient and long lasting function preferably liquid or ball bearing tube technology.
2. Anode heat storage capacity should be 2.4 MHU or more having liquid bearing technology or metal lubricant or equivalent performance. The system should have adequate cooling facility for the X-ray tubes for uninterrupted performance during procedure.
3. Tube must have very high heat dissipation rate and effective filtration to reduce Patient dose significantly. Model having highest heat dissipation to be offered. Heat dissipation / cooling rate should be at least 5500 W. Higher is preferred.
4. X- ray tube should have **generator/Secondary grid** switching to reduce the soft x-ray radiation.
5. Focal spots: Should have at least two focal spots. Large focal spot should be 1 mm or less with load 80 KW or more. Small focal spot should be 0.6mm or less with load 40 Kw or more.

Please provide details:

- a) Pulsed fluoroscopy (grid/ generator switching)
- b) Fluoro power for 20 minutes
- c) X-ray tube output to be reduced to 10 min-3000W, 20 min-3000W and >30min – 2200W
- d) Maximum heat dissipation of assembly
- e) Filters used
- f) X- ray indicator light
- g) Leakage radiation
- h) List the dose saving measures

- i) Details of fluoroscopy dose for patient per second
- j) Details of fluoroscopy and acquisition scattered dose for operator per second
- k) Details of acquisition dose to patient per second
- l) Anode angle (Less than 12 degree better)

18. Aluminum equivalent of  $\leq 1.5$  mm

## **V. Collimator**

1. Collimator should have facility for copper Pre filtration for reducing the X- ray dose. Facility for asymmetric collimation will be an added advantage and will be preferred.
2. The collimator leads should have IRIS type or rectangular type arrangement.
3. The collimator should have the facility for dose measurement chamber in order to display the skin dose on the monitor in the lab.

## **VI. FLAT PANEL DETECTOR**

1. Flat detector should be made of Cesium Iodide Amorphous silicon photo diode scintillator or similar material able to give very high resolution.
2. Flat panel detector dimension must be at least a 10–inch diagonal (25 cm)
3. Should give high- resolution 1024 x 1024 image matrix or more to achieve a resolution of 2.5 LP/ mm or higher in routine use.
4. Digitization depth 14 bit or more
5. Pixel size 200 microns or less ( lower value will be given preference)
6. Nyquist frequency 2.5 LP/mm or higher
7. Spatial resolution of the detector 2.5 LP/ mm or more
8. Detector quantum efficiency (DQE) 75% or more (higher value preferable)
9. Should have high speed fiber optic connection to the imaging system
10. **Should have temperature stabilizer.**
11. Should have integrated collision protection with removable grid.

## **12. Deleted**

13. Should be able to handle maximum acquisition speed from 05 up to 30 images/ sec or more
14. Control room should have antiglare provision with high resolution display in the control room.

## **VII. Image Display Monitors**

### **(a) IMAGE DISPLAY MONITORS-EXAMINATION ROOM**

1. Two LCD/ TFT flat 19 inch Monochrome Monitors with wide viewing angle, high luminance, high contrast, flicker free, distortion- free: one for live image & one for reference.
2. Two additional color monitor for hemo dynamic display and other for 3D images
3. Total of 4 monitors in Examination room
4. Monitors in the examination room should be ceiling-suspended with height Adjustment and longitudinal travel to either side of table & Swivel capabilities.
5. All 4 monitors may be incorporated into a single suspension frame.
6. Monitor brightness should be at least  $600\text{cd/m}^2$
7. Any additional feature to switch various video signals from various sources in a single monitor should be offered as standard.

**(b) IMAGE DISPLAY MONITORS CONTROL ROOM/CONSOLE**

1. Two LCD/LFT flat 19 inch monochrome Monitors with wide viewing angle, high luminance/ high contrast, flicker free, distortion free.
2. Display in control room/ console: One display for Live/ the other for review and reference
3. An additional monitor for patient database is must for user friendly patient entry without inhibiting live fluoroscopy viewing on slave monitor.

**VIII. 3D Rotational Angiography**

1. System should have facility to do Rotational Angiography where in the gantry can automatically rotate while doing parallel acquisition. (Optionally quote 3D image generation).
2. Rotational speed 25 degree /sec or more
3. Rotational angle should be 90 degree or more
4. Frame rate in the range of 10 to 30 fps with at least one additional option

**IX. Digital Image Processing System and work Station**

1. Cine loop & image hold during fluoroscopy, pulsed fluoroscopy with frame rates of atleast 15/sec images at  $1024 \times 1024$  matrix/**10 bit resolution**.
2. Digital system should be capable of acquisition, processing and display in  $1\text{K}$  matrix ( $1024 \times 1024$  at least **10 bit** matrix) **at three or more different FPS, with lowest being 12.5 FPS or below and highest being 30 FPS or above**

3. The system should have the facility to perform live online and real-time Digital Subtraction Angiography at selectable frame speeds. DSA system should have facility to perform acquisition in frame rates ranging from 0.5f/ sec to 6f/sec in 1024x1024x**10 bit** matrix.
4. It should be possible to perform online DSA should from examination room itself. Specify system capability for on line DSA and frame rate per second. Desirable: in real time at variable frame rate specify.
5. System should be PACS connectible. It should be possible to connect the workstation to hospital PACS system
6. All series done in a given case must be available in the examination room monitor itself.
7. **Dynamic road mapping** with overlying facility of dynamic reference image over real time fluoro image. **2D DSA/3D road mapping** should be possible.
8. The system should have automatic selection of reference images corresponding to C-arm position and automatic positioning of C-arm corresponding to selected reference image
9. Background transfer of images from cath lab to digital storage/CD archiving without interruption of cathlab procedure(preferably automatic)
10. Image processing features like zoom and post processing. Advanced image processing for real time edge enhancement, real time harmonization & noise reduction software should be provided as standard.
11. Pixel shift software, **Image annotation** and Image rotation should be provided.
12. **Coronary Analysis, Ventricular Analysis** and Stenosis Quantification: The system should have complete coronary analysis with clinically validated QCA program, with control from patient tableside and in the examination room. Both on line & off line coronary analysis & ventricular analysis should be possible from table side & console room. **Vascular analysis software to be provided as optional**
13. Facility to measure & display X- ray dose delivery during procedure.
14. Grab function / fluoro save or similar function to store and display dynamic fluoro sequences: Eg 10 to 15 sec at 30 fps. (At least previous 450 frames)
15. Latest stent visualization features **to enhance** Stent visualization from the examination room/ console **should be provided as standard**. Should be capable of

**visualizing the stent and the vascular tissue independently by subtracting each of the image** for better stent visibility in relation to coronary artery wall

16. Image inversion facility for live procedures.
17. Capability to convert Dicom images into .avi and .mp4 formats with frame editing.  
Software for offline data exchange in non- DICOM format, (avi, Jpg, bmp, mov, mp4 etc).
18. Work station should have minimum storage capacity of 1,00,000 images or more in 1024x 1024/10 bit resolution. Specify max capacity for hard disk..
19. Workstation should have the ability to display images and series back to cath lab.
20. Workstation should have archiving and recording facility in DICOM-3 or later format.  
It should be able to record images and series in DICOM mode on a CD/DVD. The software necessary for viewing these images should be recorded on CD/ DVD itself for instant review in any PC. Should have ability to run DSA run on CD. Facility to achieve multiple patient angiograms on single CD.
21. Dynamic viewing of CD images at frame rate of 0-25 frames/ sec, single frame step by step, fast forward & fast rewind.
22. DICOM Print of image thro Laser printer should be possible from workstation.

#### **X. SYSTEM OPERATION:**

1. In Exam Room: Complete system operation with controls at patient table for controlling C- arm projection, patient table and collimator.
2. Multi function joy stick and / or touch pad by the table side for operation and control of the imaging system.
3. Multifunction Foot switch for fluoroscopy, radiography etc.
4. Data display monitor system and table geometry, system messages, dose data etc., should be displayed in the monitors in the examination room and console room.
5. The following functions should be selectable in the examination room
  - Run and image selection
  - File and run cycle
  - Review speed
  - Run and file overview
  - Active exam folder selection

- Flagging image and run storage
  - Subtraction and image mask selection
  - Digital zoom
  - Storing reference run or image to reference monitors
  - Select reference monitors for review and/or processing of previous run exposures
6. The following functions should be available at the patient table side modules:
- System emergency brake should be available in the procedure room
  - Review of a patient exam
  - Exam and run cycle
  - Adjustment of contrast, brightness **and edge**
  - **Exam, run and image stepping**
  - Run and exam over view
  - Basic review functionality as image invert and digital zoom
  - Go to original settings
  - Reset fluoroscopy timer and switch X- ray on/off
  - Quantitative analysis package
  - Land marking (increase/ decrease of degree of subtraction)
  - Video invert
  - Zoom and pan image
  - View trace
  - Pixel shift
  - Electronic shutter

## **XI. RADIATION PROTECTION FEATURES**

(Features detailed here may include those already specified elsewhere in the document)

### **1. System Confirmation and standards**

a. Confirmation of the fluoroscopy system to standards of international electro technical commission (IEC), latest FDA approval **or** European CE & comply with BARC & AERB guidelines.



**b. Any available special software required for reduction of x-ray dosage given to patient and maintaining the image quality should be offered as part of the standard offer and not as an added option. This includes and encompasses all and any kind of software, image processing tools etc. for reducing dose, while maintaining image quality. The basic standard offer should include all the software, hardware etc. for this and related functions. Any offer which includes additional components as options will be summarily rejected.**

2. Automatic X- ray control system for automatic calculation and optimization of exposure data based on fluoroscopic values.
3. Collimators (virtual based on last saved image) and Wedge filters for spatial filtering.
4. Integrated computer controlled (preferably automatic) X-Ray Beam filtering with copper filters of various size from 0.2 mm to 0.9 mm. **Three level or more** adaptive Cu filtration for reduction of skin dose. (desirable)
5. Pulsed fluoroscopy with additional reduced pulse frequencies (specify range of frequencies)
6. Low dose fluoroscopy mode upto 7.5 fps and 3.75 fps (desirable)
7. Modulation of fluoroscopy pulsing to obtain less noise and scatter
8. Radiation free positioning of primary and semi transparent collimators via graphic last image hold on image monitor
9. Radiation measurement and display chamber integrated collimator housing
10. Exam and patient related automatic parameter setting.
11. Radiation free positioning of primary and secondary collimators via graphic representation on last image hold
12. Manual protocol selection for different types of examinations(eg Low dose EP and High dose interventional)
13. Real time display of patient dose and archiving of X- ray exposure data
14. Zooming image online digitally without increase in radiation dose
15. Facility to remove the anti-scatter grid on the detector for lowering dose in pediatric procedures
16. Scattered dose estimation for operator exposure in real time (Proprietary or third party functionality) Real time display of radiation exposure to Primary and

secondary operator, using wearable exposure detectors (**4 in number**) and real time display on mountable display panel.

17. Upper body and lower body shields for operator protection (ceiling and table mounted)
  - a. The upper body shield should contain flexible radiation protective strips, for contact with patient body. The lead equivalent of the shields should be defined and should be more than 0.5 leads. Accessory rails should be available at the head of the table for lower body protection during left and right anterior chest procedures.
  - b. The lower body protection shield should be minimum two in number (one for each side of the table). Lead protection skirting the table side for operators' lower body protection. The flexible vertical fold of the lower body screen should provide additional 25 cm of upward protection.
18. Good quality, wrap around light weight 0.5 mm Lead Aprons -10 Numbers
19. Light weight leadless aprons with front and back coverage – 4 Numbers (imported- zenolite, infab or equivalent)
20. Stands (Metal) to hold the 14 lead aprons- 1 set of 2 sets with ability to hold 10 aprons
21. Radiation protection Visors/ Light weight lead goggles (for operator use) x 3 Numbers
22. RADPAD or similar radiation protection cap x 4 Numbers
23. Lead Glass at least **100 x 150** cm and above
24. Thyroid shield with lead equivalent of 0.5 mm-10 Numbers

## **XII. HEMO-DYNAMIC RECORDER**

1. 12 channel EKG waveform display
2. **2 or preferably** three invasive pressure display and necessary reusable transducers (at least 10) cables and connectors. Display should have adjustable scales with at least 8 different scales (0-20, 0-30, 0-50, 0-100, 0-200, 0-300, 0-400)
3. dP/dT **waveform** display
4. SPO2 monitoring and display of waveform and value; and necessary equipment (Reusable Pediatric/adult clip SpO2 sensor, SPO2 Adaptor Cable)

5. Noninvasive BP Monitoring and display and necessary equipment (NIBP) Hose, Comfort Reusable Cuff Kit – all sizes-infant pediatric, small adult, adult, large adult, thigh)
6. Storage on hard disk: specify storage capacity
7. One LCD/TFT monitor in examination room with ceiling suspension and one in console
8. Desirable : Conversion of hemodynamic reports into DICOM3 Compatible image data format
9. Should have all calculation packages for pressure wave form analysis, valve area, gradient off- line and on-line
10. Should provide 4 transducer- connector cables
11. Thermal cardiac output, Body surface temperature, Respiration Patient cable set (10 Lead Trunk Cable, 5 Lead Limb Set, 5 Lead Chest Set, 5 Lead Radiolucent set, Bath Probe, Cardiac Output Cable, External Temperature Probe).
12. Laser Printer to be supplied

### **XIII. PRESSURE INJECTOR**

1. Pressure injector of stand-alone type desirable. High pressure injector for contrast delivery.
2. Feasibility of reusable and disposable syringes
3. 100 disposable / reusable syringes to be provided
4. Syringes of at least 150ml capacity with min 200 disposable syringes
5. All accessories including rubber pushes -10 extra numbers
6. Make and model of the injector to be mentioned in the offer along with the brochure - Eg: Angiomat Illumine.

### **XIV. Operator Lamp**

1. Ceiling – mounted examination lamp, flexibly adjustable towards the user, for diagnostics and minor surgery
2. Examination light mach 130 F with focusable dielectric light system
3. Luminance: 50,000 Lux (4,650) for 100 cm distance
4. Working distance: 70 to 140 cm
5. Colour rendering index Ra (gen): 96
6. Colour temperature: 4,300 Kelvin

7. Focusable spot size: 14 to 25 cm
8. Light body diameter : 22 cm
9. Halogen lamp : 22.8 V/50 W, power supply examination lamp 230V

#### **XV. Accessories**

1. Console room chairs 4 and tables ( as per user)
2. Ceiling suspended lead partition
3. Suitable UPS of rated capacity with **45** Min back up for the whole system.
4. Lead glass window 100 x 150 cms (**imported** good quality) **with lead equivalent as prescribed by ICRP or BARC/AERB recommendations (for control room window) to be fixed between console room and gantry room for radiation protection.**
5. Two-way microphones with speaker system **between console and examination room**

#### **XVI. REMOTE SERVICES**

Remote service should be provided for hard ware and software remote diagnosis over with nodal point in India for efficient service back up.

#### **XVII. GENERAL REQUIREMENTS**

1. **Model/Version should be recently launched within a period of 2 years**
2. All support services for the supplied model should be available for atleast 10 years from the time of installation.
3. A stationed engineer should be available on site during the whole life period of equipment.
4. After each service, **the service engineer** should submit the detailed service report of each work carried out and get the same signed by HOD, DCE and recorded the same in the log book along with the satisfactory service report from the user in the work permit issued from DCE.

#### **XVIII. STANDARDS AND SAFETY**

1. System should be FDA or CE approved
2. System should conform to standards for electrical safety IEC -60601/ IS -13450
3. Should comply with AERB Guidelines

#### **XIX. Installation and commissioning:-**

The Purchaser will provide one suitable room of required dimensions for installing the equipment and also adjoining rooms of required size. It is the responsibility of the Supplier to provide and finish the interiors of the rooms in all respects for successful installation and commissioning of the equipment to the satisfaction of the Purchaser. This shall include everything required for successful commissioning but not limited to the following:

**A. Civil Works**

1. Minor civil works related to installation of the equipment like Platform, Pedestals, etc., Finishing works in the cathlab room, control room and Washing area and associated corridors and other structural, floor or reinforcing work necessary for installation of Cathlab system if any, required shall be provided. (lump sum cost)
2. False ceiling in all the areas Shall be provided of Luxalon make (84 R) with necessary fixing arrangements as per manufacturers specifications. Colour as per Purchaser's requirement.
3. Flooring -Shall provide and lay Anti-static flooring of 2 mm thick, manufactured by reputed standard manufacturers as per BS 2050-1978. Colour as per Purchaser's requirement.
4. Wall tiles.
5. Radiation shielding of walls, doors etc., as per AERB and BARC regulations.

The area of 1500 sq. ft. will be will be considered for price evaluation purpose. However the payment will be for the actual area of work done and the payment will be made as per actuals.

6. The supplier should prepare and install the scrub area with an automatic surgical scrub sing (double) and catheter Wash area. (Lump sum cost)

**B. Electrical Works (Lump sum cost):**

1. The power required for the operation of equipment will be provided by the hospital at one point near the equipment Room.
2. The supplier shall supply and install the main incoming switch fuse unit from this point, separate lighting and power distribution boards and lay distribution lines required for all items installed with the equipment and electrical lighting for the main equipment and Console room, Patient waiting room, Change room, etc
3. Adequate safety measures in the electrical power supply system as per standards.
4. Dedicated isolated earthing as per standards.

5. Floor trenches with wooden /concrete covers in blocks for the cables in the Equipment room.
6. Necessary concealment with wire mesh/sheet metal at the cable entry / exit points, various openings in the equipment and electrical panels etc., to make the system rodent/ pest proof.
- C. **Air conditioning** – Appropriate air – containing (split type) of adequate rating for the cath lab, equipment room control panel room and UPS room would be provided by the supplier and maintained throughout the warranty period of the cath lab & subsequently through the AMC period. The CAMC should be quoted along with the CAMC for main equipment.

## SECTION VI-A: QUALIFICATION CRITERIA

### (Referred to in Clause 11.2 of ITB)

For determining the lowest-evaluated bid, the Purchaser shall carry out the post qualification of the Bidder in accordance with ITB Clause 11.2, using only the requirements specified. Requirements not included in the text below shall not be used in the evaluation of the Bidder's qualifications

*The Bidder shall furnish documentary evidence to demonstrate that it meets the following experience requirement(s):*

#### **1. Manufacturer Bidders**

- (i) *The bidder must have manufactured and supplied satisfactorily the similar model **quoted** in each schedule of the Schedule of Requirements either directly or through of any other authorized dealer to the extent of at least 1 No. for Sl.No.1, 2 & 3 under "Section – V, for Schedule of Requirements" in any one of the last five years **of which minimum 1 No.** for Sl. No. 1, 2 & 3 **should have been supplied to Indian Institution** and should be in use satisfactorily with no adverse report for at least one year preceding the date of bid opening.*
- (ii) *The Bidder should furnish a brief write-up, backed with adequate data, explaining his available capacity and experience (both technical and commercial) for the manufacture and supply of the required equipment within the specified time of completion after meeting all their current commitments.*
- (iii) *The bidder should clearly confirm that all the facilities exist in his factory for inspection and testing and these will be made available to the purchaser or his representative for inspection.*

#### **2. Non- Manufacturer Bidders**

*In the case of a Bidder offering to supply Goods under the Contract that the Bidder does not manufacture or otherwise produce, **the Bidder should be duly authorized by the manufacturer of the Goods who meets the criteria under (1) above** (all supporting documents/information as asked above for manufacturer shall be submitted with the bid) and*

- a) *The manufacturer furnishes a legally enforceable authorization in the prescribed Form [Section XI] assuring full guarantee and warranty obligations as per GCC and SCC for the goods offered; and*
- b) *The bidder, as authorized by the manufacturer, must have supplied and provided after sales service to the extent of at least 1 No. for Sl. No. 1, 2 & 3 of the quantities of **similar model** in the Schedule of Requirements in any one of the last five (5) years **to Indian Institution**, which must be in satisfactory operation at least for one year on the date of bid opening.*

### **3. Common to Both Manufacturer and Bidder**

*(i) The information on past supplies and satisfactory performance should be given in the Proforma given under Section-X.*

*(ii) Documentary evidence (end users certificate) in support of the satisfactory operation of the goods as specified above shall invariably furnished.*

*(iii) Data to support that the manufacturer has the financial and production capacity to perform the contract and complete the supplies within the stipulated delivery period shall be furnished. for the non-manufacturer bidder data to support that he has the financial capacity to perform the contract and complete the supplies within the stipulated delivery period shall be furnished. Reports on financial standing shall be in the form of profit and loss statements, balance sheets and auditors report for the past three years, bankers certificate, etc.,*

- a) The bidder should have a manufacturing capacity of at least 12 Nos. for Sl.No.1 and 6 nos. for Sl. No. 2 & 3 for similar capacity machines per annum certified by licensing authority/ chartered accountant.*
- b) The annual sales turnover for the bidder should be at least Rs.800 lakhs for Sl.No.1 and Rs. 400 lakhs for sl. No. 2 & 3 in any one of the last three years (2018-2019, 20219-2020 & 2020-2021), and it should be certified by the chartered accountants.*
- c)The bidder should have cash/ credit limit of at Rs.200 lakhs for Sl.No.1 & 100 lakhs for sl. No. 2 with their bankers exclusively for this contract and a certificate for the above shall be furnished by the bankers.*
- (iv) Further, the manufacturer should be in continuous business of manufacturing / supplying and after sale services of products similar to that specified in the 'Schedule of requirement' during the last 5 years prior to bid opening. In case of non-manufacturer bidders, this condition should be satisfied by the manufacturer of the product.*
- (v) The legal status, place of registration and principal place of business of the company or firm or partnership, etc.;*

*Notwithstanding anything stated above, the purchaser reserves the right to assess the bidder's capabilities and capacity to execute the contract satisfactorily before deciding on award*

*Even though the bidders meet the above qualifying criteria, they are subject to be disqualified if they have made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or record of poor performance such as, not properly completing the contract, inordinate delays in completion, poor maintenance, litigation history, or financial failures etc.*

*Note:*

*1) The above post qualification requirements are to be met by the bidder (in case of manufacturer bidders) and the bidder and the manufacturer respectively (in case of non*



*manufacturer bidders) and qualification of group/sister/parent companies will not be considered for meeting the above requirement.*

*2) For the purpose of furnishing documentary evidence to meet the post qualification criteria, the bidder should furnish the following:*

- a. The supply made to public sector/Government units in India/private sector, the bidder should submit an affidavit confirming that the performance statement given is correct along with copy of purchase order, copy of invoices, proof of payment received from Purchasers, documentary evidence (end user certificate) in support of satisfactory completion of orders and function as stated above.”*
- b. The foreign manufacturer is permitted to submit an affidavit in their letter head duly signed by the authorized signatory of the manufacturer confirming that the performance statement given is correct.*

## **SECTION VII: BID FORM AND PRICE SCHEDULES**

Date:.....200  
Contract No.....

To:

Gentlemen,

Having examined the Bidding Documents including Addenda Nos....., the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver.....

(Description of Goods and Services) in conformity with the said Bidding Documents for the sum of..... (Total Bid amount in Words and Figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this bid.

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

If our bid is accepted we will obtain the guarantee of a bank in a sum equivalent to 5% of the Contract Price for the due performance of the Contract, in the form prescribed by the **Purchaser**.

We agree to abide by this bid for a period of .....(Number) days from the date fixed for bid opening under Clause 20 of the Instruction to Bidders and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this..... day of ..... 200..

Signature: .....  
(in the Capacity of) : .....

Duly Authorized to sign bid for and on behalf of  
.....

### **PRICE SCHEDULE (BOQ)**

1	2	3	4	5					6	7	8
				PRICE FOR EACH UNIT							
Sch No.	Item Description	Country of origin	Quantity & Unit	Ex-factory Ex-warehouse Ex-showroom off-the shelf for CIF (a)	Packing & forwarding (b)	Inland transport, Insurance and Incidental costs incidental to delivery (c)	Incidental services as listed in clause 7 of SCC (d)	Customs duty (e)	Unit price a+b+c+d+e	Total price per schedule for delivery at final destination (4 x 6)	GST – IGST/CGST/SGST payable if contract is awarded
1	Flat Panel Cardiac Single Plane Digital Subtraction Angiography System including Turnkey works & excluding optionals		2 Nos.								
2	Flat Panel Cardiac Single Plane Digital Subtraction Angiography System including Turnkey works & excluding optionals with buy back of exiting machine at RGGGH, Chennai		1 No.								
3	Flat Panel Cardiac Single Plane Digital Subtraction Angiography System including Turnkey works & excluding optionals with buy back of exiting machine at Salem MCH		1 No.								

**a) Annual Maintenance Charges (labour only) per year /per unit for 7 years after 3 years free warranty maintenance period**

1. Flat panel Neuro Bi-plane DSA System as per specification with HSN code & rate of GST.....

**b) Annual Maintenance Charges (Comprehensive) for 7 years / per year / per unit after free warranty maintenance period**

1. Flat panel Neuro Bi-plane DSA System as per specification with HSN code & rate of GST.....

**Note:**

- (a) **This price schedule should be placed in separate sealed cover “Cover B”**
- (b) **GST applicable for Annual Maintenance Charges shall be indicated separately.**
- (c) **The bidder should indicate the HSN code of the equipment/ service and applicable GST rates.**
- (d) **The bidder should quote the prices separately from column 5(a) to 5(e) and should not state as “inclusive”.**
- (e) **The bidder should quote for optionals, however it will not be considered for price evaluation**

Place:

Signature of Bidder.....

Date:

Name .....

Business Address .....

**PRICE SCHEDULE (BOQ Reference Sheet)**

1	2	3	4	5					6	7	8
				PRICE FOR EACH UNIT							
Sch No.	Item Description	Country of origin	Quantity & Unit	Ex-factory Ex-warehouse Ex-showroom off-the shelf for CIF (a)	Packing & forwarding (b)	Inland transport, Insurance and Incidental costs incidental to delivery (c)	Incidental services as listed in clause 7 of SCC (d)	Customs duty (e)	Unit price a+b+c+d+e	Total price per schedule for delivery at final destination (4 x 6)	GST – IGST/CGST/SGST payable if contract is awarded
1a.	Flat Panel Cardiac Single Plane Digital Subtraction Angiography System as per specification excluding Turnkey works		2 No.								
	Optional										
	3D Image Generation		2 Nos.								
	Vascular Analysis Software		2 Nos.								
1b.	Turnkey Works										
	i. Minor Civil works and finishing works as per specification		Lump sum for 2 institutions								
	ii. False Ceiling as per specification		3000 sq. ft.								
	iii. Flooring as per specification		3000 sq. ft.								
	iv. Wall tiles as per specification		3000 sq. ft.								
	v. Radiation shielding as per specification		3000 sq. ft.								
	vi. Scrub area and catheter Wash area as per		Lump sum for 2								

1	2	3	4	5					6	7	8
				PRICE FOR EACH UNIT							
Sch No.	Item Description	Country of origin	Quantity & Unit	Ex-factory Ex-warehouse Ex-showroom off-the shelf for CIF (a)	Packing & forwarding (b)	Inland transport, Insurance and Incidental costs incidental to delivery (c)	Incidental services as listed in clause 7 of SCC (d)	Customs duty (e)	Unit price a+b+c+d+e	Total price per schedule for delivery at final destination (4 x 6)	GST – IGST/CGST/SGST payable if contract is awarded
	specification		institutions								
	vii. Electrical works as per specification		Lump sum for 2 institutions								
	viii. Air Conditioning unit as per specification		2 set.								
2a.	Flat Panel Cardiac Single Plane Digital Subtraction Angiography System as per specification excluding Turnkey works with buy back of exiting machine at RGGGH, Chennai		1 No.								
	Optional										
	3D Image Generation		1 No.								
	Vascular Analysis Software		1 No.								
2b.	Turnkey Works										
	i. Minor Civil works and finishing works as per		Lump sum								

1	2	3	4	5					6	7	8
				PRICE FOR EACH UNIT							
Sch No.	Item Description	Country of origin	Quantity & Unit	Ex-factory Ex-warehouse Ex-showroom off-the shelf for CIF (a)	Packing & forwarding (b)	Inland transport, Insurance and Incidental costs incidental to delivery (c)	Incidental services as listed in clause 7 of SCC (d)	Customs duty (e)	Unit price a+b+c+d+e	Total price per schedule for delivery at final destination (4 x 6)	GST – IGST/CGST/SGST payable if contract is awarded
	specification										
	ii. False Ceiling as per specification		1500 sq. ft.								
	iii. Flooring as per specification		1500 sq. ft.								
	iv. Wall tiles as per specification		1500 sq. ft.								
	v. Radiation shielding as per specification		1500 sq. ft.								
	vi. Scrub area and catheter Wash area as per specification		Lump sum								
	vii. Electrical works as per specification		Lump sum								
	viii. Air Conditioning unit as per specification		1 set.								
3a.	Flat Panel Cardiac Single Plane Digital Subtraction Angiography System as per specification excluding Turnkey works with buy back of exiting machine at		1 No.								



1	2	3	4	5					6	7	8
				PRICE FOR EACH UNIT							
Sch No.	Item Description	Country of origin	Quantity & Unit	Ex-factory Ex-warehouse Ex-showroom off-the shelf for CIF (a)	Packing & forwarding (b)	Inland transport, Insurance and Incidental costs incidental to delivery (c)	Incidental services as listed in clause 7 of SCC (d)	Customs duty (e)	Unit price a+b+c+d+e	Total price per schedule for delivery at final destination (4 x 6)	GST – IGST/CGST/SGST payable if contract is awarded
	Salem MCH										
	Optional										
	3D Image Generation		1 No.								
	Vascular Analysis Software		1 No.								
3b.	Turnkey Works										
	ix. Minor Civil works and finishing works as per specification		Lump sum								
	x. False Ceiling as per specification		1500 sq. ft.								
	xi. Flooring as per specification		1500 sq. ft.								
	xii. Wall tiles as per specification		1500 sq. ft.								
	xiii. Radiation shielding as per specification		1500 sq. ft.								
	xiv. Scrub area and catheter Wash area as per specification		Lump sum								

1	2	3	4	5					6	7	8
Sch No.	Item Description	Country of origin	Quantity & Unit	PRICE FOR EACH UNIT					Unit price a+b+c+d+e	Total price per schedule for delivery at final destination (4 x 6)	GST – IGST/CGST/SGST payable if contract is awarded
				Ex-factory Ex-warehouse Ex-showroom off-the shelf for CIF (a)	Packing & forwarding (b)	Inland transport, Insurance and Incidental costs incidental to delivery (c)	Incidental services as listed in clause 7 of SCC (d)	Customs duty (e)			
	xv. Electrical works as per specification		Lump sum								
	xvi. Air Conditioning unit as per specification		1 set.								

**a) Annual Maintenance Charges (labour only) per year /per unit for 7 years after 3 years free warranty maintenance period**

1. Flat panel Neuro Bi-plane DSA System as per specification with HSN code & rate of GST.....

**b) Annual Maintenance Charges (Comprehensive) for 7 years / per year / per unit after free warranty maintenance period**

1. Flat panel Neuro Bi-plane DSA System as per specification with HSN code & rate of GST.....

**Note:**

- (a) This price schedule should be placed in separate sealed cover “Cover B”
- (b) GST applicable for Annual Maintenance Charges shall be indicated separately.
- (c) The bidder should indicate the HSN code of the equipment/ service and applicable GST rates.
- (d) The bidder should quote the prices separately from column 5(a) to 5(e) and should not state as “inclusive”.
- (e) The bidder should quote for optionals, however it will not be considered for price evaluation

Place:

Signature of Bidder.....

Date:

Name .....

Business Address .....

## **SECTION VIII: CONTRACT FORM**

## SECTION VIII: CONTRACT FORM

THIS AGREEMENT made the ..... day of ....., 20..... between ..... (Name and Address of **Purchaser**) represented by the Managing Director ..... (hereinafter “the **Purchaser**”) of one part and .....(Name and Address of Supplier) ..... (hereinafter “the Supplier”) represented by ..... (Name of the Authorized Signatory and Designation), Aged ..... years, residing at ..... (Full Residential Address of the Signatory) of the other part:

WHEREAS the **Purchaser** is desirous that certain Goods and ancillary services should be provided by the Supplier, viz., ..... (Brief Description of Goods and Services) and ..... has accepted a bid by the Supplier for the supply of those goods and services in the sum of ..... (Contract Price in Words and Figures) (hereinafter “the Contract Price”).

### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz.:
  - (a) the Bid Form and Price Schedule submitted by the Bidder;
  - (b) the Schedule of Requirements;
  - (c) the Technical Specifications;
  - (d) the General Conditions of Contract;
  - (e) the Special Conditions of Contract; and
  - (f) the **Purchaser**’s Notification of Award
3. In consideration of the payments to be made by the **Purchaser** to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the **Purchaser** to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The **Purchaser** hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

**BRIEF PARTICULARS OF THE GOODS AND SERVICES WHICH SHALL BE SUPPORTED / PROVIDED BY THE SUPPLIER ARE:**

S.No.	Brief Description of goods	Quantity to be Supplied	Unit Price	Total Amount (3 x 4)	Sales Tax & other Taxes Payable
1	2	3	4	5	6

**Total Value: 5 + 6**

**Delivery Schedule:**

**IN WITNESS** whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

said ..... (For the **Purchaser**)

in the presence of .....

Signed, Sealed and Delivered by the

said .....(For the Supplier) (Signature, Name, Designation and Address with Office seal)

in the presence of .....

1) (Signature, Name and Address of witness)

2) (Signature, Name and Address of witness)

**SECTION IX: PERFORMANCE SECURITY FORM**

## SECTION IX: PERFORMANCE SECURITY FORM

To : \_\_\_\_\_ (Name of **Purchaser**)

**WHEREAS** ..... (Name of the Supplier) herein called “the Supplier” has undertaken, in pursuance of Contract No..... dated, ..... to supply ..... (Description of Goods and Services) hereinafter called “the Contract”.

**AND WHEREAS** it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognised bank for the sum specified therein as security for compliance with the Supplier’s performance obligations in accordance with the Contract.

**AND WHEREAS** we have agreed to give the Supplier a Guarantee

**THEREFORE WE** hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, upto a total of ..... (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of ..... (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the ..... day of ..... 200.

Signature and Seal of Guarantors

.....

.....

.....

Date ..... 20 .....

Address .....

.....

.....

## **SECTION X: PERFORMANCE STATEMENT**



(Please see Clause 11.2(b)  
(ii) of Instructions to Bidders)

## SECTION X

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

Bid No.

### Name of the Firm

Order placed by (Full Address of Purchaser) (1)	Order No. and Dated (2)	Description and Quantity of ordered equipment	Value of order	Date of Completion of delivery	Remarks indicating reasons for late delivery, if any	Has the equipment been satisfactorily functioning? (Attach a certificate from the Purchaser/Consignee)
				As per Actual Contract		

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Signature and Seal of the Bidder .....

.....

## SECTION XI

(Please see Clause 11.2(a) of Instructions to Bidders)

### MANUFACTURER'S AUTHORISATION FORM

No..... dated .....

To

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

Dear Sir,

IFB No. \_\_\_\_\_

We \_\_\_\_\_ who are established and reputable manufacturers of \_\_\_\_\_ having factories at \_\_\_\_\_ and \_\_\_\_\_ do hereby authorise M/s. \_\_\_\_\_ (Name and address of Representative) to submit a bid, and subsequently negotiate and sign the contract with you against the above IFB NO.

No company or firm or individual other than M/s. \_\_\_\_\_ are authorized to bid, negotiate and conclude the contract in regard to this business against this specific IFB.

We hereby extend our full guarantee and warranty as per Clause 14 of the General Conditions of Contract for the goods offered for supply against this invitation for bid by the above firm.

Yours faithfully,

(Name)  
for and on behalf of M/s. \_\_\_\_\_  
(Name of manufacturers)

Note: This letter of authority should be on the letterhead of the manufacturing concern and should be signed by a person competent and having the power of attorney to bind the manufacturer.

**SECTION - XII**

**AFFIDAVIT**

**(In Rs.10 NJ Stamp Paper)**

- 1) I \_\_\_\_\_ S/o. \_\_\_\_\_ residing at No. \_\_\_\_\_ proprietor / partner / Managing Director of \_\_\_\_\_ (Proprietary concern / Partnership firm / Company) carrying on business at No. \_\_\_\_\_ do hereby solemnly affirm and sincerely state as follows:-
- 2) I state that our concern / company participated in the tender Ref. for the \_\_\_\_\_ supply of \_\_\_\_\_ with Tamilnadu Medical Services Corporation Ltd.,
- 3) Our concern / company had supplied \_\_\_\_\_ nos. of similar equipment for the hospitals detailed below and the same is considered by us to meet the post qualification criteria prescribed in the tender above.

Sl.no	Date of Invoice	Name of the Item and model	Name and address of Hospital / Institution supplied	Date of Installation *	Date of end user performance certificate *

- 4) I certify that the equipment supplied to the above hospitals are working well and being maintained by us. The complaints received from the hospitals are attended to on time as per the Annual Maintenance Contract entered between us.
- 5) The performance certificate, invoice copy and payment proof are attached for the above supply

Solemnly affirm at

Signed before me

Chennai on this \_\_\_\_\_

Day 20\_\_ and signed in

my presents

(Notary Public)

*\* The period between the date of installation and date of end user performance certificate (Not installation certificate) should be more than one year on the date of bid opening.*

**SECTION - XIII**  
**DECLARATION**

Certified that we \_\_\_\_\_ (Name of the bidder) is not subject to debarment or has not been sanctioned under the World Bank System of debarment and cross-debarment or any other procuring entity.

Date:

Signature of Bidder.....

Name .....