

BIDDING DOCUMENTS

(TENDER Enquiry Documents)

Through e-tendering

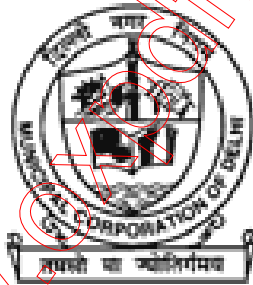
**FOR INSTALLATION, COMMISSIONING,
OPERATIONALISING & MAINTAINING**

OF

MEDICAL GASES

MGVS AND AGSS –TURNKEY BASIS

FOR



**Rajan Babu Institute for Pulmonary Medicine &
Tuberculosis,**

BY

EXPRESSION OF INTEREST

North Delhi Municipal Corporation

Tel: 011-27652146 Fax: 011- 27659673.

Web Sites: www.mcdonline.gov.in

www.mcdetenders.com

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NORTH DELHI MUNICIPAL CORPORATION

Rajan Babu Institute for Pulmonary Medicine & Tuberculosis (RBIPMT)

KINGSWAY CAMP

Delhi

110009

SECTION-I

EXPRESSION OF INTEREST

1. Conditions under which this Eol is issued

- i) This is not an offer and is issued with no commitment, RBIPMT reserves the right to withdraw the Eol and change or vary any part thereof at any stage. RBIPMT also reserves the right to disqualify any bidder, should it be so necessary at any stage.
- ii) RBIPMT reserves the right to withdraw this Eol if RBIPMT determines that such action is in the best interest of NDMC.
- iii) Short-listed bidders would be issued formal tender enquiry/Request for proposal inviting their technical and commercial bids at a later date.
- iv) Timing and sequence of events resulting from this Eol shall ultimately be determined by RBIPMT.
- v) No oral conversation or arrangement with any official, agent or employees of RBIPMT shall affect or modify any terms of this Eol and any alleged oral arrangement or arrangement made by a bidder with any department, agency, official or employee of RBIPMT shall be superseded by the definitive agreement that results from this Eol process. Oral communication by RBIPMT to bidders shall not be considered binding on RBIPMT, nor shall any written material provided by any person other than RBIPMT.
- vi) Neither the bidder nor any of the bidder's representative shall have any claims whatsoever against RBIPMT or any of their respective officials, agents, or employees arising out of, or relating to this Eol or these procedures (other than those arising under a definitive service agreement with the bidder in accordance with the terms thereof).
- vii) Applicants who are found to canvass, influence or attempt to influence in any manner the qualification of selection process, including without limitation, by offering bribes or other illegal gratification, shall be disqualified from the process at any stage.
- viii) Each applicant shall submit Pre-qualification requirements proposal.

2. Rights to content of the Proposal

For all the bids received before the last date and time of bid submission, the proposal and accompanying documentation of the Pre-Qualifications proposal will become the property of RBIPMT and will not be returned after opening of Pre-qualification proposals. RBIPMT is not restricted in its right to use or disclose any or all of the information contained in the proposal and can do so without compensation to the bidders. RBIPMT shall not be bound by any

language in the proposal indicating the confidentiality of the proposal or any other restriction on its use or disclosure.

3. Acknowledgement of Understanding of Terms.

By submitting a proposal, each bidder shall be deemed to acknowledged that it has carefully read all sections of this EoI, including all forms, schedules and annexure hereto, and has fully informed itself as to all existing conditions and limitations

4. Evaluation of Pre Qualification Proposal.

The bidder's Pre-qualification Proposal in the bid document will be evaluated as per the requirements specified in the EOI and adopting the pre-qualification criteria spelt out in this EOI. The bidders are required to submit all required documentation in support of the pre-qualification criteria specified (e.g. detailed project and completion certificates, client contract information for verification, profiles of project resources and all others) as required for evaluation.

5. **Expression of Interest should contain the information in the following format:**

1	<u>Basic Information</u>	
	a) Company name	
	with Certification standards	
	b) Date of Incorporation	
	c) Corporate Office Address	
	Contact Person	
	Phone No:	
	Fax No:	
	E mail	
	d) Delhi Office address	
	Contact Person	
	Phone No:	
	Fax No:	
	E mail	
2	<u>Financial Information</u>	
	Turn over for Last 3 Years	

	Balance Sheet (Please attach Audited balance Sheet for last 3 Years)	
3	<u>Technical Information</u>	
	a) Level of certification for the core competency	
	b) Core competency	
	C) Other areas of specialization	
	d) No. of Technical staff for MVGSS & AGSS project	
	e) Personnel engaged in design	
	f) Personnel engaged for quality assurance at installation site	
	g) Support staff at project site	
	h) Detailed bio data of core personnel likely to be engaged as Project manager / Engineer	
	Project Implementation experience	
	Number of Years	
	Number of projects	
4	<u>Product Information</u>	
	Whether holds IPR for the component to be used	
	If not, details of the firms manufacturing the products to be incorporated in the MVGSS & AGSS system including certifications with documentation	

INVITATION FOR BIDS (IFB)

ITender No

Rajan Babu Institute for Pulmonary Medicine & Tuberculosis invites e- bids in single stage two bid systems for & on behalf of North Delhi Municipal Corporation

For installation, commissioning, operationlising and maintaining of piped Medical Gases (Oxygen & Compressed Air) and suction (MGVS)

at:

Rajan Babu Institute for Pulmonary Medicine & Tuberculosis

S I. N O .	Name of Work / Item Description	Estimat ed Cost (Rs.)	EMD (Rs).	Performa nce Security (Rs).	Cost of docum ent (in Rs.)	Period of Completi on
1	Design, Supply, Installation, Testing, Commissioning, handing over, of Medical Gases Manifold System and Associated Works (MGVS & AGSS) at 1155 bedded RBIPMT	400 LAC	20.00 LAC	10% of the Contract ual amount	10000	9 Months

- i. Bidding documents may be referred for items, detailed specifications, quantity, terms and conditions of tendering, bid security, consignee and other relevant details. **Tenderer quoting the bid should quote for & also have experience for Medical Gas Manifold / Pipeline System installation and maintenance.**
- ii. Bid evaluation will be carried out on the basis of **"Total of All Inclusive Lump sum Price"** to be offered for each item covered under Technical Specifications / BOQ including 5 years warrantee **and subsequent 5 years CMC**, effective from the date of completion of installation. During warranty period the tenderer will engage 2 (TWO) trained technicians with experience to train all the technical staff in maintenance of Manifold system, trouble shoot monitor and log all actual and probable problem in sustaining the MGVS and AGSS.
- iii. Bidders have to quote for & Medical Gas & Manifold System, hereafter referred as MGVS & AGSS. However, Bidders must quote for all the items covered under BOQ (Bill of Quantity) with full quantity and the cost.
- iv. **Only the bidding through electronic format will be acceptable. NDMC has its own E Tender site. Those who desire to participate and do not have valid registration with NDMC for participation in the tender are**

advised to obtain valid registration and have registered digital certificates.

It takes about 15 working days to obtain valid registration. It is also advised to ensure that vendor representatives who are authorized to participate in tender process obtain adequate training in the tender processes so that any operational issues due to lack of understanding in the e tender processes, **NDMC** will not be responsible for any error resulting in failure to upload, encrypt and digitally sign all the documents needed.

- v. In case of goods of import origin, a foreign manufacturer can quote through their Authorized Agent.

A complete set of Bidding Documents in English may be downloaded after notified date by any interested MCD/ **NDMC** registered bidder from www.mcdetenders.com upon payment of non-refundable fee of Rs. 10,000/- in the form of Demand Draft from any nationalized bank drawn in favor of **Commissioner NDMC** payable at New Delhi . **NDMC** will not be responsible for any delay, if any, in download / upload of the document on the web site.

The Bidding Documents are non- transferable.

RBIPMT, **NDMC** reserves the right to accept or reject any or all the Bids in full or in part including lowest without assigning any reason thereof or incurring any liability.

A pre-bid meeting will be held in the office of DHA, North, **NDMC** OFFICE, 12th Floor, CIVIC CENTRE Delhi in the presence of Technical members and Finance officer of **NDMC**, on a notified date. It will be of interest for all prospective bidders to attend the meeting.

Prospective bidders are requested to visit the **NDMC** web site www.mcdetenders.com regularly for viewing any further Announcements / Clarifications / Addendum / Amendments / Corrigendum / Notice etc., as no separate advertisement will be issued. The outcome & minutes of the pre-bid meeting will be posted in **NDMC** website.

DIRECTOR/RBIPMT

SECTION-II

GENERAL INSTRUCTIONS TO TENDERERS (GIT)

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SECTION-II

GENERAL INSTRUCTIONS TO THE TENDERERS (GIT)

A. PREAMBLE

1. Definitions and Abbreviations

1.1 The following definitions and abbreviations which have been used in these documents will have the meanings as indicated below:

1.2 Definitions

- (i) "Purchaser" means the organizations purchasing goods and services (i.e. Rajan Babu Institute for Pulmonary Medicine & Tuberculosis, North Delhi Municipal Corporation of Delhi of Delhi) as incorporated in the Tender Enquiry document (Bidding Documents).
- (ii) "Tenderer" means Bidder/ the Individual or Firm submitting Bids/ Quotation / Tender
- (iii) "Supplier" means the individual or the firm supplying the goods and services as incorporated in the contract.
- (iv) "Goods" means the articles, material, commodities, livestock, furniture, fixtures, raw material, spares, instruments, machinery, equipment, Laboratory equipment, Industrial plant facility set up etc. which the supplier is required to supply to the purchaser under the contract.
- (v) "Services" means services allied and incidental to the supply of goods, such as transportation, installation, commissioning, provision of technical assistance, training, after sales service, maintenance service and other such obligations of the supplier covered under the contract.
- (vi) "Earnest Money Deposit" (EMD) means Bid Security / Monetary or financial guarantee to be furnished by a tenderer along with its tender.
- (vii) "Contract" means the written agreement entered into between the purchaser and / or consignee and the supplier, together with all the documents mentioned therein and including all attachments, annexure etc. therein.

- (viii) "Performance Security" means monetary or financial guarantee to be furnished by the successful tenderer for due performance of the contract placed on it. Performance Security is also known as Security Deposit.
- (ix) "Consignee" means the Hospital to whom the goods are required to be delivered as specified in the Contract. If the goods are required to be delivered to a person as an interim consignee for the purpose of dispatch to another person as provided in the Contract then that "another" person is the consignee also known as ultimate consignee.
- (x) "Specification" means the document /standard that prescribes the requirement with which goods or services have to conform.
- (xi) "Inspection" means activities such as measuring, examining, testing gauging one or more characteristics of the product or services and comparing the same with the specified requirement to determine conformity.
- (xii) "Day" means calendar day.

1.3 Abbreviations

- (i) "TE Document" means Tender Enquiry Documents
- (ii) "NIT" means Notice Inviting Tenders & "IFB" means Invitation for Bids.
- (iii) "GIT" means General Instructions to Tenderer's
- (iv) "SIT" means Special Instructions to Tenderer's
- (v) "GCC" mean General Conditions of Contract
- (vi) "SCC" means Special Conditions of Contract
- (vii) "PBD" means Pre Bid Document"
- (viii) "NSIC" means National Small Industries Corporation
- (ix) "PSU" means Public Sector Undertaking
- (x) "CPSU" means Central Public Sector Undertaking
- (xi) "LSI" means Large Scale Industry
- (xii) "SSI" means Small Scale Industry
- (xiii) "LC" means Letter of Credit
- (xiv) "DP" means Delivery Period
- (xv) "BG" means Bank Guarantee
- (xvi) "ED" means Excise Duty
- (xvii) "CD" means Custom Duty
- (xviii) "VAT" means Value Added Tax
- (xix) "CENVAT" means Central Value Added Tax
- (xx) "CST" means Central Sales Tax
- (xxi) "RR" means Railway Receipt
- (xxii) "BL" means Bill of Landing
- (xxiii) "FOB" means free on Board

- (xxiv) "FCA" means free Carrier
- (xxv) "FOR" means Free on Rail
- (xxvi) "CIF" means Cost, Insurance and Freight
- (xxvii) "CIP" (Destinations)" means Carriage and Insurance Paid up to named place of destination. Additionally the Insurance (local transportation and storage) would be extended and borne by the Supplier from Warehouse to the consignee site for a period including 3 months beyond date of delivery.
- (xxviii) "DDP" means Delivery Duty Paid named place of destination (consignee site)
- (xxix) "INCOTERMS" means International Commercial Terms as on the date of Tender Opening
- (xxx) "RBIPMT" means Rajan Babu Institute for Pulmonary Medicine & Tuberculosis,
- (xxxi) "**NDMC**" means North Delhi Municipal Corporation of Delhi
- (xxxii) "CMC" means Comprehensive maintenance Contract (labour, spare and preventive maintenance)
- (xxxiii) "RT" means Re - Tender.

2. Introduction

- 2.1 The Purchaser has issued these TE documents for purchase of goods and related services as mentioned in Section-VI-"List of Requirements", which also indicates, *interalia*, the required delivery schedule, terms and place of delivery, installation, Testing and Commissioning.
- 2.2 The section (Section II- "General Instruction Tenderer's") provides the relevant information as well as instructions to assist the prospective tenderers in preparation and submission of tenders. It also includes the mode and procedure to be adopted by the purchaser for receipt and opening as well as scrutiny and evaluation of tenders and subsequent placement of contract.
- 2.3 The tenderers will also read the Special Instructions to Tenderer's (SIT) related to this purchase, as contained in Section III of these documents and follow the same accordingly. Whenever there is a conflict between the GIT and the SIT, the provisions contained in the SIT will prevail over those in the GIT.
- 2.4 Before formulating the tender and submitting the same to the purchaser, the tenderer should read and examine all the terms, conditions, instructions, checklist etc. contained in the TE documents. Failure to provide and / or comply with the required information, instructions etc. incorporated in these TE documents may result in rejection of its tender.

3. Availability of Funds

- 3.1 Expenditure to be incurred for the proposed purchase will be met from the funds available with the purchaser / consignee.

4. Language of Tender

- 4.1 The tender submitted by the tenderer and all subsequent correspondence and documents relating to the tender exchanged between the tenderer and the purchaser, will be written in the English language, unless otherwise specified in the Tender Enquiry. However, the language of any printed literature furnished by the tenderer in connection with its tender may be written in any other language provided the same is accompanied by an English translation and, for purposes of understanding the tender, the English translation will prevail.
- 4.2 The tender submitting by the tenderer and all subsequent correspondence and documents relating to the tender exchanged between the tenderer and the purchaser, may also be written in the Hindi language, provided that the same are accompanied by English translation, in which case, for purpose of understanding of the tender etc, the English translation will prevail. It is advised that all correspondence must be done on official e mail accompanied by a copy of the correspondence send through registered /speed post.

5. Eligible Tenderers

- 5.1 This invitation for tenders is open to all suppliers who fulfill the eligibility criteria specified in these documents.

6. Eligible Goods and Services

- 6.1 All goods and related services to be supplied under the contract will have their origin in India or any other country with which India has not banned trade relations. The term "origin" used in this clause means the place where the goods are mined, grown, produced, or manufactured or from where the related services are arranged and supplied.

7. Tendering Expense

- 7.1 The tenderer will bear all cost and expenditure incurred and / or to be incurred by it in connection with its tender including preparation, mailing and submission of its tender and for subsequent processing the same. The purchaser will, in no case be responsible or liable for any such cost, expenditure etc regardless of the conduct or outcome of the tendering process.

B. TENDER ENQUIRY DOCUMENTS

8. Content of Tender Enquiry Documents

- 8.1 In addition to Section I - "Invitation of Bids" (IFB), the TE documents include:
- Section II - General Instructions to Tenderers (GIT)
 - Section III - Special Instructions to Tenderers (SIT)
 - Section IV - General Conditions of Contract (GCC)

- Section V - Special Conditions of Contract (SCC)
- Section VI - List of Requirements
- Section VII - Technical Specification
- Section VIII - Quality Control Requirements
- Section IX - Qualification Criteria
- Section X - Tender Form
- Section XI - Price Schedules
- Section XII - Questionnaire
- Section XIII - Bank Guarantee Form for EMD
- Section XIV - Manufacturer's Authorization Form
- Section XV - Bank Guarantee Form for Performance Security
- Section XVI - Contract Forms A & B
- Section XVII - Proforma of Consignee Receipt Certificate
- Section XVIII - Proforma of Final Acceptance Certificate by the consignee
- Section XIX - Post Pre bid meeting, instructions and amendment if any
- Section XX - Check List for the Tenderers
- Section XXI - Consignee List

8.2 The relevant details of the required goods and services, the terms, conditions and procedure for tendering, tender evaluation, placement of contract, the applicable contract terms and also the standard formats to be used for this purpose are incorporated in the above - mentioned documents. The interested tenderers are expected to examine all such details etc to proceed further..

9. Amendments to TE documents

9.1 At any time prior to the deadline for submission of tenders, the purchaser may, for any reason deemed fit by it, modify the TE documents by issuing suitable amendment(s) to it.

9.2 Such an amendment will be notified in writing by registered / speed post / courier or by fax / telex / e-mail to all prospective tenderers, who will be attending the pre bid meeting and it will be binding on the bidder wishing to participate in the bid. Amendment (s) will also be available on **NDMC's web site:**

9.3 In order to provide reasonable time to the prospective tenderers to take necessary action in preparing their tenders as per the amendment, the purchaser may, at its discretion extend the deadline for the submission of tenders and other allied time frames, which are linked with that deadline.

10. Clarification of TE documents

10.1 A tenderer requiring any clarification or elucidation on any issue of the TE documents may take up the same with the purchaser in writing through official e mail which has been registered at e tender registration site. The purchaser will respond in writing to such request provided the same is received by the

purchaser not later than fifteen days (unless otherwise specified in the SIT) prior to the prescribed date of submission of tender.

C. PREPARATION OF TENDERS

11. Documents Comprising the Tender

11.1 The Single Stage Two Bid Tender System, i.e. "Techno-Commercial Tender" and "Price Tender" prepared by the tenderer will comprise the following:

- **Techno- Component of the Techno-commercial bid of the Tender (Un prices Tender): TO BE UPLOADED ON THE TENDER SITE by the specified date (PLEASE DO NOT SUBMIT ANY HARDCOPY) prior to the specified date to be published on the web site**
 - **The total LUMP SUM cost inclusive of, a) the TURN-KEY project which includes 5 years warranty period and b) the total CMC estimate for 5 years to be uploaded. The project cost is the estimated cost for current implementation and warranty. The CMC cost will be considered only for ranking purposes while evaluating and deciding on L1.**
 - **The BOQ and itemized cost including CMC cost on annual base to be provided in the Price bid.**
- i) Bid Security / Earnest money furnished in accordance with GIT clause 19.
 - ii) Tender Form /Bid Form as per Section X .
 - iii) Documentary evidence, as necessary in terms of GIT clauses 5 and 17 establishing that the tenderer is eligible to submit the tender and, also, qualified to perform the contract if its tender is accepted.
 - iv) Tenderer / Agent who quotes for goods manufactured by other manufacturer will furnished Manufacturer's Authorization (Section XIV).
 - v) Power of Attorney in favor of signatory of TE documents and signatory of Manufacturer's Authorization Form.
 - vi) Documents and relevant details to establish in accordance with GIT clause 18 & Qualification Criteria that the goods and the allied services to be supplied by the tenderer conform to the requirement of the TE documents.
 - vii) Performance Statement as per Section IX along with relevant copies of orders and end user's satisfaction certificate.
 - viii) Price Schedule(s) as per Section XI filled up with all the details including Make, Model etc. of the goods offered **with prices blank** (without indicating any prices).

- ix) Certificate of Incorporation in the country of origin.
- x) Checklist as per Section XX.

A) Price Tender: THE LUMP SUM PRICE ONLY TO BE UPLOADED ON E TENDER SITE. ORIGINAL AUTHENTICATED PRICE BID DOCUMENT WITH BREAK UP TO BE SUBMITTED TO NDMC AS PART OF TWO BID SYSTEM IN SEALED ENVELOPE IN DUPLICATE .

The main envelope must be super scribed as Techno commercial Bidding document for “NIT no: ----- for envelopes to design supply installation of MGVS & AGSS:. The main envelope to contain two separate covers one for Technical and one for Price bid. Both the envelopes to be boldly super scribed with details like tender title and Technical or commercial, Tenderer etc. The technical bid of all responsive bidders will be opened on specified date. The hard copy of price bid containing all the details BOQ with price will be opened only of the vendor who is ranked L1 on final analysis, on basis of total project cost plus the total estimated CMC cost.

N.B.

1. All pages of the Tender should be numbered and indexed.
 2. It is the responsibility of tenderer to go through the TE document to ensure furnishing all required documents in addition to above, if any.
- 11.2 The authorized signatory of the tenderer must sign the tender duly stamped at appropriate places and initial all the remaining pages of the tender. The stamp used must contain authorized person's name, designation and company details.
- 11.3 A tenderer, who does not fulfill any of the above requirements and / or gives evasive information / reply against any such requirements, will be liable to be **ignored and rejected**.
- 11.4 Tender sent by fax/ telex / cable / postal. electronic, other than uploaded on e tender site of **NDMC** will be **ignored**.

12. Tender currencies

- 12.1 The tenderer supplying indigenous goods and imported goods will quote only in Indian Rupees.
- 12.2. Tenders, where prices are quoted in any other way will be treated as **non-responsive** and **rejected**.

13 Tender Prices

- 13.1 The Tenderer will indicate on the Price Schedule provided under Section XI all the specified components of prices shown herein including the unit prices and total tender prices of the goods and services it proposes to supply against the requirement. All the columns shown in the price schedule should be filled up

as required. If any column does not apply to a tenderer, it should be clarified as "NA" by the tenderer. Reason for NA also should be specified as remarks.

13.2 The quoted prices for goods offered from within India and that for goods offered from abroad are to be indicated separately in the applicable price schedules attached under section XI.

13.3 While filling up the columns of the Price Schedule, the following aspects should be noted for Compliance:

13.3.1 For domestic goods or goods of foreign origin located within India, the prices in the corresponding price schedule will be entered separately in the following manner:

- a) the price of the goods, quoted ex-factory/ ex-showroom/ex-warehouse/ off-the-shelf, as applicable, including all taxes and duties like sales tax, **CST**, **VAT**, **CENVAT**, Custom Duty, Excise Duty etc. already paid payable on the components and raw material used in the manufacturer or assembly of the goods quoted ex-factory etc. or on the previously imported goods of foreign origin quoted ex-showroom etc;
- b) Any sales or other taxes and any duties including excise duty, which will be payable on the goods in India if the contract is awarded;
- c) charges towards Packing & Forwarding, Inland Transportation, Insurance (local transportation and storage) would be borne by the Supplier from Warehouse to the consignee site for a period including 9 months beyond date of delivery, Loading / Unloading and other local costs incidental to delivery of the goods to their final destination as specified in the List of Requirements and Price Schedule.
- d) The price of Incidental Services, as mentioned in List of Requirements and Price Schedule;

13.4.2

- c) the price of goods quoted CIP (named place of destination) in India as indicated in the List of Requirements, Price Schedule and Consignee List;
- d) the charges for local Transportation, Insurance (local transportation and storage) would be extended and borne by the Supplier from Warehouse to the consignee site for a period including 9 months beyond date of delivery. Other local costs and Incidental costs, as specified in the List of Requirements and Price Schedule also will be borne by the vendor;
- e) The charges for Incidental Services, as in the List of Requirements and Price Schedule;
- f) The prices should also mention the cost inclusive of **60 months Comprehensive Warranty and Subsequent 60 months Comprehensive Maintenance Contract – {CMC}**), as mentioned in

List of Requirements, Technical Specification and Price Schedule. The price for CMC will be for assessment of committed liability to RBIPMT and **NDMC** and for ranking of the bids.

13.5 Additional information and instruction on Duties and Taxes:

13.5.1 If the Tenderer ask for excise duty, sales tax / VAT, Service Tax, works contract tax etc. to be paid extra, the rate at which same will be charged must be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such duties and taxes and no claim for the same will be entertained later.

13.5.3 Sales Tax:

If a tenderer asks for sales tax/ VAT, Service Tax and works contract tax to be paid extra, the rate and nature of sales tax applicable should be shown separately.

13.5.4. Octroi Duty and Local Duties & Taxes:

Normally, goods to be supplied to government departments against government contracts are exempted from levy of town duty, octroi duty, terminal tax and other levies of local bodies. However, on some occasions, the local bodies (like town body, municipal body etc.) as per their regulations allow such exemptions only on production of certificate to this effect from the concerned government department. Keeping this view, the supplier will ensure that the stores to be supplied by the supplier against the contract placed by the purchaser are exempted from levy of any such duty or tax and, wherever necessary, obtain the exemption certificate from the purchaser.

13.5.5 Customs Duty:

It is proposed to conduct all transactions in Indian Currency only.

13.6 For transportation of imported goods offered from abroad, relevant instructions as incorporated under GCC Clause 10 will be followed.

13.7 For insurance of goods to be supplied, relevant instructions as provided under GCC Clause 11 will be followed.

13.8 Unless otherwise specifically indicated in this TE document, the terms FCA, FOB, FAS, CIF, CIP DDP etc. for imported goods offered from abroad, will be governed by the rules & regulations prescribed in the current edition of INCOTERMS, published by the International Chamber of Commerce, Paris.

13.9 The need for indication of all such price components by the tenderers, as required in the clause (viz. GIT clause 13) is for the purpose of comparison of the tenders by the purchaser and will no way restrict the purchaser's right to award the contract on the selected tenderer on any of the terms offered.

14. Indian Agent

14.1 If a foreign tenderer has engaged an agent in India in connection with its tender, the foreign tenderer, in addition to indicating Indian agent's commission, if any, in a manner described under GIT sub clause 12.2 above, will also furnish the following information:

- a) The complete name and address of the Indian Agent and its permanent income tax account number as allotted by the Indian Income Tax authority.
- b) The detail of the services to be rendered by the agent for the subject requirement.
- c) Details of Service outlets in India, nearest to the consignee(s), to render services during Warranty and CMC period.

15. Firm Price

15.1 Unless otherwise specified in the SIT, prices quoted by the tenderer will remain firm and fixed during the currency of the contract and not subject to variation on any account.

16. Alternative Tenders

16.1 Alternative Tenders are **not permitted**.

17. Documents Establishing Tenderer's Eligibility and Qualifications

17.1 Pursuant to GIT clause 11, the tenderer will furnish, as part of its tender, relevant details and documents establishing its eligibility to quote and its qualifications to perform the contract if its tender is accepted.

17.2 The documentary evidence needed to establish the tenderer qualifications should fulfill the following requirements:

- a) In case the tenderer offers to supply goods, which are manufacturer by some other firm, the tenderer has been duly authorized by the goods manufacturer to quote for and supply the goods to the purchaser. The tenderer will submit the manufacturer's authorization letter to this effect as per standard form provided under Section XIV in this document.
- b) The tenderer has required financial, technical and production capability necessary to perform the contract, and further, it meets the qualification criteria incorporated in the Section IX in these documents.
- c) In case the tenderer is not doing business in India, it should be duly represented by an agent stationed in India who should have authorization, certifications to be fully equipped and able to carry out the required contractual functions and duties of the supplier including after sale, service, maintenance,

& repair etc. of the goods in question, stocking of spare parts and fast moving components and other obligations, if any, specified in the conditions of contract and / or technical specifications.

- d) in case the tenderer is an Indian agent / authorized representative quoting on behalf of a foreign manufacturer for the **restricted item**, the Indian agent / authorized representative is already enlisted under the Compulsory Enlistment Scheme of Ministry of Finance, Govt. of India, operated through Directorate General of Supplies & Disposals (DGS & D), New Delhi.

18. Documents establishing Good's Conformity to TE Document

- 18.1 The tenderer will provide in its tender the required as well as the relevant documents like technical data, literature, drawings etc. to establish that the goods and services offered in the tender fully conform to the goods and services specified by the purchaser in the TE documents. For this purpose the tenderer will also provide a clause-by-clause commentary on the technical specifications and other technical details incorporated by the purchaser in the TE documents to establish technical responsiveness of the goods and services offered in its tender.
- 18.2 In case there is any variation and / or deviation between the goods & services prescribed by the purchaser and that offered by the tenderer, the tenderer will list out the same in a chart form without ambiguity and provide the same along with its tender.
- 18.3 If a tenderer furnishes wrong and / or misleading data, statement(s) etc. about technical acceptability of the goods and services offered by it, its tender will be liable to be **ignored** and **rejected** in addition to other remedies available to the purchaser in this regard.

19. Earnest Money Deposit (EMD)

- 19.1 The tenderer will furnish along with its tender, earnest money for amount as shown in the List of Requirements. The earnest money is required to protect the purchaser against the risk of the tenderer's unwarranted conduct as amplified under sub-clause 19.7 below.
- 19.2 The earnest money will be denominated in Indian Rupees and will be furnished in one of the following forms:
- i) Account Payee Demand Draft
 - ii) Banker's cheque
- 19.4 The demand draft, banker's cheque will be drawn on any scheduled bank in India or country of Origin, in favor of the "**Commissioner NDMC**" payable at New Delhi. In case of bank guarantee, the same is to be provided from any scheduled bank in India or country of the tenderer as per the format specified under Section XIII in these documents.

- 19.5 The earnest money deposit will be valid for a period of sixty 60 days beyond the validity period of the tender. Any EMD valid for a shorter period will be treated as **non-responsive** and **rejected**. Any EMD with shorter EMD amount will be treated as **non-responsive** and **rejected**.
- 19.6 Unsuccessful tenderer's earnest money will be returned to them without any interest, after expiry of the tender validity period, but not later than thirty days after conclusion of the resultant contract. Successful tenderer's earnest money will be returned without any interest, after receipt of performance security from that tenderer.
- 19.7 Earnest Money is required to protect the purchaser against the risk of the Tenderer's conduct, which would warrant the forfeiture of the EMD. Earnest money of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information / documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the purchaser. The successful tenderer's earnest money will be forfeited without prejudice to other rights of Purchaser if it fails to furnish required performance security within the specified period.
- 19.8 In the case of Bank Guarantee furnished from banks outside India (i.e. foreign Banks), it should be authenticated and countersigned by any nationalized bank in India by way of back-to-back counter guarantee.

20. Tender Validity

20.1 If not mentioned otherwise in the SIT, the tenders will remain valid for acceptance for a period of 120 days (One Hundred and twenty days) after the date of tender opening prescribed in the TE document. Any tender valid for a shorter period will be treated as non-responsive and rejected. In extraordinary circumstance the purchaser may consider the request of the bidder for an extension to the period of bid validity up to 180 days

20.2 In exceptional cases, the tenderers may be requested by the purchaser to extend the validity of their tenders up to a specified period. Such request (s) and responses thereto will be conveyed by surface mail or by fax cable or e-mail, followed by surface mail. The tenderers, who agree to extend the tender validity, are to extend the same without any change or modification of their original tender and they are also to extend the validity period of the EMD accordingly. A tenderer, however, may not agree to extend its tender validity without forfeiting its EMD.

20.3 In case the day up to which the tenders are to remain valid falls on / subsequently declared a holiday or closed day for the purchaser, the tender validity will automatically be extended up to the next working day.

21. Signing and Sealing of Tender

- 21.1 The tenderers will submit their tenders as per the instructions contained in GIT Clause 11.
- 21.2 Unless otherwise mentioned in the SIT, a tenderer will submit two copies of its tender's technical segment of the bid marking them as "Original" & "Duplicate". Duplicate tender may contain all pages including Technical Literature / Catalogues as per in Original tenders. This will be accepted only on specific intimation after the tender has been closed for further bidding and Technical bid has been opened on e-tender site of **NDMC**. This is exclusive of the tender document uploaded on to the e tender site. See Clause 11.
- 21.3. The original and duplicate hard copies of the technical bid of the tender will either be typed or written in indelible ink and the same will be signed by the tenderer or by a person(s) who has been duly authorized to bind the tenderer to the contract. **The letter of authorization will be by a written power of attorney, which will also be furnished along with the tender.**
- 21.4 All the copies of the tender will be duly signed at the appropriate places as indicated in the TE document and all other pages of the tender including printed literature, if any will be initialed by the same person(s) signing the tender. The tender will not contain any erasure or overwriting, except as necessary to correct any error made by the tenderer and, if there is any such correction; the same will be initialed by the person(s) signing the tender. All mandatory technical and financial documents must be uploaded on to e tender site.
- 21.5 The tenderer is to seal the hard copy of the original and copy of the tender in separate envelopes, duly marking the same as **"Original" & Duplicate"** and so on and writing the address of the purchaser and the tender reference number on the envelopes. The sentence "NOT TO BE OPENED" before the date of opening of technical bid on e tender site i.e www.mcdetenders.com and price bid only after opening the price bid electronically. The inner envelopes are then to be put in a bigger outer envelope, which will also be duly sealed, marked etc. as above. If the outer envelope is not sealed and marked properly as above, the purchaser will not assume any responsibility for its misplacement, premature opening, late opening etc.
- 21.6 TE document seeks quotation following **Single Stage two Tender System**, in two parts. First part will be known as **"Techno-Commercial Tender"**, and the second part **'Price Tender'** as specified in clause 11 of GIT. Tenderer will seal **"Techno - Commercial Tender" and Price tender is two separate envelopes. The techno-commercial tender will be containing full technical aspects of the tender without any indication on pricing. The technical bid will also have all mandatory details prescribe to be essential for assessment of suitability/ eligibility of the firm to undertake such a project. The vendor is required to upload certain documents as electronic technical document. Reference details of hardcopies submitted as technical document also will be made on the template provided.**

In the price part of the tender the lump sum price to be uploaded on to the e tender site. Details TO BE SUBMITTED as hard COPY. Hard copy of the price bid to be opened only of L1 after the LUMP SUM price bid which is inclusive of turnkey project cost and 5 year CMC cost, has been determined.

D. SUBMISSION OF TENDERS

22. Submission of Tenders

- 22.1 Unless otherwise specified, the tenderer are to upload their bid on to the web site specified earlier i.e www.mcdtenders.com. It is advised that the vendor should not wait for the last hour for uploading the tender on to the website. It will be the best if the upload of the document is done well before the final closure of the bid. Early submission will facilitate access to technical help by the technical experts available for off shore consultation over phone. Details of the help are displayed at e tendersite
- 22.2 The tenderers must ensure that they submit their tenders much before the closing time and date specified for submission of tenders. It is the responsibility of the tenderer to ensure that their Tenders uploaded by the specified clearing date and time

23. Late Tender

- 23.1 A tender, which is not encrypted and re-encrypted on specified date and time for receipt of tenders will be automatically rejected.

24. Alteration and withdrawal of Tender

- 24.1 The tenderer, after submitting its tender, is not permitted to alter / modify its tender.
- 24.2 No tender should be withdrawn after the deadline for submission of tender and before expiry of the tender validity period. If a tenderer withdraws the tender during this period, it will result in forfeiture of the earnest money furnished by the tenderer in its tender.

E. TENDER OPENING

25. Opening of Tenders

- 25.1 The purchaser will open the tenders at the specified date and time on the e tender site
In case the specified date of tender opening falls on / is subsequently declared a holiday or closed day for the purchaser, the tenders will be opened at the appointed time and place duly notified on e tender site.
- 25.2 Authorized representatives of the tenderers, who have submitted the tender, may visit the web site immediately after the time specified for opening of the tender.

On opening of the technical component of the tender a log file will be automatically generated at the e tender site. The list of vendors who have successfully submitted the bid at the e portal will then be visible to all the tenderer.

- 25.3 Single Stage Two- Tender system as mentioned in para 21.6 above will be as follows. The **Techno-Commercial Tenders** are to be opened in the first instance, at the prescribed time and date as indicated in NIT / IFB. These Tenders will be scrutinized and evaluated by the competent committee/ authority with reference to parameters prescribed in the TE document. s). Thereafter, in the second stage, the Price Tenders of only the Techno - Commercially acceptable offers (as decided in the first stage) will be opened for further scrutiny and evaluation on a date notified after the evaluation of the Techno-Commercial tender. On opening of the price bid, details will be displayed as lump sum price only.

F. SCRUTINY AND EVALUATION OF TENDERS

26. Basic Principle

- 26.1 Tenders will be evaluated on the basis of the terms & conditions already incorporated in the TE document, based on which tenders have been received and the terms, conditions etc. mentioned by the tenderers in their tenders. No new condition will be brought in while scrutinizing and evaluating the tenders.

27. Preliminary Scrutiny of Tenders

- 27.1 The Purchaser will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed stamped and whether the Tenders are generally in order.
- 27.2 Prior to the detailed evaluation of Price Tenders, pursuant to GIT Clause 34, the Purchaser will determine the substantial responsiveness of each Tender to the TE Document. For purposes of these clauses, a substantially responsive Tender is one, which conforms to all the terms and conditions of the TE Documents without material deviations. Deviations from, or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 5), Warranty (GCC Clause 15), EMD (GIT Clause 19), Taxes & Duties (GCC Clause 20), Force Majeure (GCC Clause 26) and Applicable law (GCC Clause 31) will be deemed to be a material deviation. The Purchaser's determine of a Tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 27.3 If a Tender is not substantially responsive, it will be **rejected** by the Purchaser and cannot subsequently be made responsive by the Tenderer by correction of the nonconformity.

- 27.4 The tenders will be scrutinized to determine whether they are complete and meet the essential and imported requirements, conditions etc. as prescribed in the TE document. The tenders, which do not meet the basic requirements, are liable to be treated as **non- responsive** and will be summarily **ignored**.
- 27.5 The following are some of the important aspects, for which a tender will be declared **non- responsive** and will be summarily **ignored**;
- (i) Tender form as per Section X (signed and stamped) not uploaded. (ii) Tender is unsigned.
 - (iii) Tender validity is shorter than the required period.
 - (iv) Required EMD (Amount, validity etc.).
 - (v) Tenderer has quoted for goods manufactured by other manufacturer(s) without the required Manufacturer's Authorization Form as per Section XIV.
 - (vi) Tenderer has not agreed to give the required performance security.
 - (vii) Goods offered are not meeting the tender enquiry specification.
 - (viii) Tenderer has not agreed to other essential condition(s) specially incorporated in the tender inquiry like terms of payment, liquidated damages clause, warranty clause, CMC, dispute resolution mechanism, applicable law.
 - (ix) Poor / unsatisfactory past performance.
 - (x) Tenderers who stand deregistered / banned / blacklisted by any Govt. Authorities.
 - (xi) Tenderer is not eligible as per GIT Clauses 5.1 & 17.1.
 - (xii) Tenderer has not quoted for the entire quantity as specified in the List of Requirements.

28. Minor Infirmary / Irregularity / Non-Conformity

- 28.1 If during the preliminary examination, the purchaser find any minor informality and / or irregularly and / or non- conformity in a tender, the purchaser may waive the same provided it does not constitute any material deviation and financial impact and, also, does not prejudice or effect the ranking order of the tenderers. Wherever necessary, the purchase may convey its observation on such 'minor' issues to the tenderer by registered / speed post etc., asking the tenderers to respond by a specified date. If the tenderer does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be **ignored**.

29. Discrepancies in Prices

- 29.1 If, in the price structure quoted by a tenderer, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price will prevail and the total price corrected accordingly, unless the purchaser feels that the tenderer has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted will prevail over the unit price and the unit price corrected accordingly.

29.2 If there is an error in a total price, which has been worked out through addition and/ or subtraction of subtotals, the subtotals will prevail and the total corrected; and

29.3 If there is a discrepancy between the amount expressed in words and figures, the amount in words will prevail, subject to sub clause 29.1 and 29.2 above.

30. Discrepancy between original and copy of Tender

30.1 In case any discrepancy is observed between the texts etc. of the original copy, uploaded on the **NDMC** tender web site and that in the hard copy of the same tender set, the text etc. of the original copy as has been uploaded on the web site will prevail. .

31. Qualification Criteria

31.1 Tenders of the tenderers, who do not meet the required Qualification Criteria Prescribed in Section IX, will be treated as **non- responsive** and will not be considered further.

32. Comparison of Tenders

32.1 Unless mentioned otherwise in Section -III- Special Instructions to Tenderers and Section-VI- List of Requirements, the comparison of the responsive tenders will be carried out on Carriage and Insurance (CIP) destination / consignee site basis including **Design, Supply, Installation, Testing, Commissioning, cost of Five years guarantee / / warrantee (as applicable), on-site training at consignee's site, TURN-KEY Works (Civil, Electrical, Mechanical etc.), cost of 5 years Comprehensive Annual Maintenance Contract, of Medical Gases Manifold System and Associated Works.**

33. Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders

33.1 Further to GIT Clause 34 above, the purchaser's evaluation of a tender will include and take into account the following:

- i) In the case of goods manufactured in India or goods of foreign origin already located in India, sales tax & other similar taxes and excise duty & other similar duties, Customs Duties, Services Tax, Works Contract Tax etc. which will be contractually payable (to the tenderer), on the goods if a contract is awarded on the tenderer; and
- ii) in the case of goods of foreign origin offered from abroad, customs duty and other similar import duties / taxes, which will be contractually payable (to the tenderer) on the goods if the contract is awarded on the tenderer in Rupee value only.

- iii) The cost of post warranty Comprehensive maintenance contract for the period of Five years will be added to the total project cost for ranking purpose.
- 33.2 The purchaser's evaluation of tender will also take into account the additional factors, if any, incorporated in SIT in the manner and to the extent indicated therein.
- 34. Tenderer's capability to perform the contract**
- 34.1. The purchaser, through the above process of tender scrutiny and tender evaluation will determine to its satisfaction whether the tenderer, who's tender, has been determined as the lowest evaluated responsive tender is eligible, qualified and capable in all respects to perform the contract satisfactorily.
- 34.2 The above - mentioned determinations will, interalia, take into account the tenderer's financial, technical and production capabilities for satisfying all the requirements of the purchaser as incorporated in the TE document. Such determination will be based upon scrutiny and examination of all relevant data and details submitted by the tenderer in its tender as well as such other allied information as deemed appropriate by the purchaser.

35. Contacting the Purchaser

- 35.1 From the time of submission of tender to the time of awarding the contract, if a tenderer needs to contact the purchaser for any reason relating to this tender enquiry and / or its tender, it should do so in writing as well through official e mail.
- 35.2 In case a tenderer attempts to influence the purchaser in the purchaser's decision on scrutiny, comparison & evaluation of tenders and awarding the contract, the tender of the tenderer will be liable for rejection in addition to appropriate administrative actions being taken against that tenderer, as deemed fit by the purchaser.

G. AWARD OF CONTRACT

36. Purchaser's Right to accept any tender and to reject any or all tenders

- 36.1 The purchaser reserves the right to accept in part or in full any tender or reject any or more tender(s) without assigning any reason or to cancel the tendering process and rejects all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected tenderer or tenderers.

37. Award Criteria

- 37.1 Subject to GIT clause 38 above, the contract will be awarded to the lowest evaluated responsive tenderer decided by the purchaser in terms of GIT Clause 36.

38. Variation of Quantities at the Time of Award / Currency of Contract

- 38.1 At the time of awarding the contract, the purchaser reserves the right to increase or decrease the quantity of any item/items by up to twenty five (25) percent, the quality of goods and services mentioned in the Item (s) in the "List of Requirements" (rounded of to next whole number) without any change in the unit price and other terms & conditions quoted by the tenderer.
- 38.2 If the quantity has not been increased at the time of the awarding the contract, the purchaser reserves the right to increase or decrease the quantity of goods and services mentioned in the contract (rounded of to next whole number) by up to twenty five (25) percent, without any change in the unit price and other terms & conditions mentioned in the contract, during the currency of the contract.
- 38.3 However on no count the total cost of the project will be allowed to exceed the current estimated cost.

39. Notification of Award

- 39.1 Before expiry of the tender validity period, the purchaser will notify the successful tenderer(s) through E mail and in writing by registered / speed post or by fax / telex / cable that its tender for goods & services, which have been selected by the purchaser, has been accepted, also briefly indicating therein the essential details like description, specification and quantity of the goods & services and corresponding prices accepted. The successful tenderer must furnish to the purchaser the required performance security within thirty (30) days from the date of dispatch of this notification, failing which the EMD will be forfeited and the award will be cancelled. Relevant details about the performance security have been provided under GCC Clause 5 under Section IV.
- 39.2 The Notification of Award will constitute the conclusion of the Contract.

40. Issue of Contract

- 40.1 Promptly after notification of award, the purchaser will mail the contract form (as per Section XVI) duly completed and signed, in duplicate, to the successful tenderer by registration / speed post.
- 40.2 Within twenty one (21) days from the date of the contract, the successful tenderer will return the original copy of the contract, duly signed and dated, to the purchaser by registered / speed post.

41. Non-receipt of Performance Security and Contract by the Purchaser

- 41.1 Failure of the successful tenderer in providing performance security Ten% (10%) of the total Project cost up to Turn-key, and the warranty period) and /or returning contract copy duly signed in terms of GIT clauses 41 and 42 above will make the tenderer liable for forfeiture of its EMD and, also, for further

actions by the purchaser against it as per the clause 24 of GCC-Termination for default.

42. Return of EMD

42.1 The earnest money of the successful tenderer and the unsuccessful tenderers will be returned to them without any interest, whatsoever, in terms of GIT Clause 19.6.

43. Publication of Tender Result

43.1 The name and address of the successful tenderer(s) receiving the contract(s) will be mentioned in the notice board / bulletin / web site of the purchaser.

44. Corrupt or Fraudulent Practices

44.1 It is required by all concerned namely the Consignee / Tenderers / Suppliers etc to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser:-

- (a) Defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;
- (b) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the purchaser if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

SECTION -III

SPECIAL INSTRUCTIONS TO TENDERERS (SIT)

Sl. No.	GIT Clause No.	Topic	SIT Provision	Page No.
A	1 to 7	Preamble		
B	8 to 10	TE documents		
C	11 to 21	Preparation of Tenders		
D	22 to 24	Submission of Tenders		
E	25	Tender Opening		
F	26 to 37	Scrutiny and Evaluation of Tenders		
G	38 to 46	Award of Contract		

SECTION-III

SPECIAL INSTRUCTIONS TO TENDERERS

(SIT)

The following Special Instructions to Tenderers will apply for this purchase. These special instructions will modify / substitute / supplement the corresponding General Instructions to Tenderers (GIT) incorporated in Section II. The corresponding GIT clause numbers have also been indicated in the text below:

In case of any conflict between the provision in the GIT and that in the SIT, the provision contained in the SIT will prevail.

This tender is specifically for the turn key project known as MGVS & AGSS

1. Only those vendors who have core competency in such project need only participate
2. The participating firm / distributor will be directly responsible for design supply of BOQ execution of the project, providing warranty support. **NDMC** will not be interacting with any of the third party vendor
3. The firm should submit original document of authorization from principal manufactures for products component used.
4. The entire system should comply with standards mentioned in specifications to meet or even exceed the standards
5. The firm should have proven sound track record of successful completion and sustenance of similar project in India and abroad with core experience of seven years.
6. the procedure to be adopted for bidding like uploading the relevant technical documents on the technical section of e tender site and uploading of Lump Sum Price for Total Project cost plus projected expenditure for post warranty 5 year CMC on to the e tender site, must be strictly followed.
7. The schedule for submission of the cost of the tender, EMD, Performance security, contract agreement, execution of the order etc is to be followed.

SECTION-IV

GENERAL CONDITIONS OF CONTRACT (GCC)

TABLE OF CLAUSES

Sl. No.	Topic	Page No.
1	Application	
2	Use of contract documents and information	
3	Patent Rights	
4	Country of Origin	
5	Performance Security	
6	Technical Specifications and Standards	
7	Packing and Marking	
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10	Transportation of Goods	
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19	Prices	
20	Taxes and Duties	
21	Terms and mode of Payment	
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27	Termination for convenience	
28	Governing language	
29	Notices	
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31	Applicable Law	
32	General / Miscellaneous Clauses	

SECTION - IV

GENERAL CONDITIONS OF CONTRACT (GCC)

1. Application

1.1 The General Conditions of Contract incorporated in this section will be applicable for this purchase to the extent the same are not superseded by the Special Conditions of Contract Prescribed under Section V, List of requirements under Section VI and Technical Specification under Section VII of this document.

2. Use of contract documents and information

2.1 The supplier will not, without the purchaser's prior written consent, disclose the contract or any provision thereof including any specification, drawing, sample or any information furnished by or on behalf of the purchaser in connection therewith, to any person other than the person(s) employed by the supplier in the performance of the contract emanating from this TE document. Further, any such disclosure to any such employed person will be made in confidence and only so far as necessary for the purposes of such performance for this contract.

2.2 Further, the supplier will not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC sub-clause 2.1 above except for the sole purpose of performing this contract.

2.3 Except the contract issued to the supplier, each and every other document mentioned in GCC sub-clause 2.1 above will remain the property of the purchaser and, if advised by the purchaser, all copies of all such documents will be returned to the purchaser on completion of the supplier's performance and obligations under this contract.

3. Patent Rights

3.1 The supplier will, at all times, indemnify and keep indemnified the purchaser, free of cost, against all claims which may arise in respect of goods & services to be provided by the supplier under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trade marks etc. being made against the purchaser, the registered designs, trade marks etc. being made against the purchaser, the purchaser will notify the supplier of the same and the supplier will, at his own expenses take care of the same for settlement without any liability to the purchaser.

4. Country of Origin

- 4.1 All goods and services to be supplied and provided for the contract will have the origin in India or in the countries with which the Government of India has trade relations.
- 4.2 The word "origin" incorporated in his clause means the place from where the goods are mined, cultivated, grown, manufactured, produced or proposed or from where the services are arranged.
- 4.3 The country of origin may be specified in the Price Schedule.

5. Performance Security

- 5.1 Within thirty (30) days from date of the issue of notification of award by the purchaser, the supplier, will furnish performance security to the purchaser for an amount equal to Ten% (10%) of the total Project cost up to Turn-key, and the warranty period), valid up to sixty (60) days after the date of completion of all contractual obligations by the supplier, including the warranty obligations of sixty months after installation.
- 5.2 The Performance security will be denominated in Indian Rupees only. It will be in any one of the forms namely Account Payee Demand Draft in favour of **Commissioner NDMC**, payable at New Delhi or Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in Section XV of this document in favour of the purchaser.
- 5.3 In the event of any failure / default of the supplier with or with out any quantifiable loss to the government including furnishing of Bank Guarantee for free Warranty security as per Proforma in Section XV, the amount of the performance security is liable to be forfeited. The Administration Department may do the needful to cover any failure / default of the supplier with or without any quantifiable loss to the Government.

6. Technical Specification and Standards

- 6.1 The goods & Services to be provided by the supplier under this contract will conform to the technical specifications and quality control parameters mentioned in 'Technical Specification' List of approved makes and 'Quality Control Requirements' under section VII and VIII of this document.

7. Packing and Marking

- 7.1 The packing for the goods to be provided by the supplier should be strong and durable enough to withstand, without limitation, the entire journey during transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases will also take into consideration, the remoteness of the final destination of the goods and availability or otherwise of

transport and handling facilities at all points during transit up to final destination as per the contract.

- 7.2 The quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation will strictly comply with the requirements as provided in Technical Specifications and Quality Control Requirements under Sections VII and VIII and in SCC under Section V. In case the packing requirements are amended due to issue of any amendment to the contract, the same will also be taken care of by the supplier accordingly.

8. Inspection, Testing and Quality Control

- 8.1 The purchaser and / or its nominated representative(s) will, without any extra cost to the purchaser, inspect and / or test the ordered goods and the related services to confirm their conformity to the contract specifications and other quality control details incorporated in the contract. The purchaser will inform the supplier in advance, in writing, the purchaser's programme for such inspection and, also the identity of the officials to be deputed for this purpose. The cost towards the transportation, boarding & lodging will be borne by the purchaser and / or its nominated representative(s).
- 8.2 The Technical Specification and Quality Control Requirements incorporated in the contract will specify what inspections and tests are to be carried out and, also, where and how they are to be conducted. If such inspections and tests are conducted in the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, will be furnished by the supplier to the purchaser's inspector at not charge to the purchaser.
- 8.3 If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, the purchaser's inspector may reject them and the supplier will either replace the rejected goods or make all alternations necessary to meet the specifications and standards, as required, free of cost to the purchaser and resubmit the same to the purchaser's inspector for conducting the inspections and tests again.
- 8.4 In case the contract stipulates pre-dispatch inspection of the ordered goods at supplier's premises, the supplier will put up the goods for such inspection to the purchaser's inspector well ahead of the contractual delivery period, so that the purchaser's inspector is able to complete the inspection within the contractual delivery period.
- 8.5 If the supplier tenders the goods to the purchaser's inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the supplier. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any

prejudice to the legal rights and remedies available to the purchase under the terms & conditions of the contract.

8.6 The purchaser's / consignee's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination will have no bearing of the fact that the goods have previously been inspected and cleared by purchaser's inspector during pre-dispatch inspection mentioned above.

8.7 Goods accepted by the purchaser / consignee and / or its inspector at initial inspection and in final inspection in terms of the contract will in no way dilute purchaser's / consignee's right to reject the same later, if found deficient in terms of the contract.

9. Terms of Delivery

9.1 Goods will be delivered by the supplier in accordance with the terms of delivery specified in the contract at Consignee Destination.

10. Transportation of Goods

10.1 Instructions for transportation of imported goods offered from abroad:

The supplier will not arrange part-shipments and / or transshipment without the express / prior written consent of the purchaser. The supplier is required under the contract to deliver the goods under CIP (Named place of destination) terms i.e. up to consignee destination

10.2 Instructions for transportation of domestic goods including goods already imported by the supplier under its own arrangement: The supplier is required under the contract to deliver the goods under CIP (Named place of destination) terms i.e. up to consignee destination
In case no instruction is provided in this regard in the SCC, the supplier will arrange transportation of the ordered goods as per its own procedure.

11. Insurance:

11.1 Unless otherwise instructed in the SCC, the supplier will make arrangements for insuring the goods against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the following manner:

- i) in case of supply of domestic goods on Consignee site basis, the supplier will be responsible till the entire stores contracted for arrival in good conditions at destination. The transit risk in this respect will be covered by the Supplier by getting the stores duly insured. The insurance cover will be obtained by the Supplier and should be valid till **9 months** after the receipt of goods by the Consignee against loss or damages

- ii) in case of supply of the imported goods on CIP Named place of Destination Basis, the additional extended Insurance (local transportation and storage) would be borne by the Supplier from the port of entry to the consignee site for a period including 2 months beyond date of delivery. All supplies are to be in Indian currency.

If the equipment is not commissioned and handed over to the consignee within 2 months, the insurance will be have to be extended by the supplier at their cost till the successful installation, testing, commissioning and handing over of the goods to the consignee. In case the delay in the installation and commissioning is due to handing over of the site to the supplier by the consignee, such extensions of the insurance will still be done by the supplier, but the insurance extension charges at actual will be reimbursed.

12. Spare parts

12.1 If specified in the List of Requirement and in the resultant contract, the supplier will supply / provide any or all of the following materials; information etc. pertaining to spare parts manufactured and / or supplied by the supplier.

- a) The spare parts as selected by the purchaser to be purchased from the supplier, subject to the condition that such purchase of the spare parts will not relieve the supplier of any contractual obligation including warranty obligations; and
- b) In case the production of the spare parts is discontinued:
 - i) Sufficient advance notice to the purchaser before such discontinuation to provide adequate time to the purchaser to purchase the required spare parts etc., and
 - ii) Immediately following such discontinuation, providing the purchaser, free of cost, the designs, drawings, layouts and specifications of the spare parts, as and if requested by the purchaser.

12.2 Supplier will carry sufficient inventories to assure ex-stock supply of consumable spares for the goods so that the same are supplied to the purchaser promptly on receipt or order from the purchaser.

13. Incidental services

13.1 Subject to the stipulation, if any, in the SCC (Section -V), List of Requirements (Section-VI) and the Technical Specification (Section-VII), the supplier will be required to perform the following services.

- i) Design, Supply, Installation, Supervision, Testing, Commissioning, Demonstration, Handing Over, trial run, Operation and Maintenance of the goods.

- ii) Providing required jigs and tools for assembly, minor civil works required for the completion of the installation.
- iii) One month onsite (at consignee premises) Training of Consignee's Doctors, Staff, operators etc. for operating and maintaining the goods. This is apart from the mandatory obligation of sustained training and support to the technical staff who will be manning and operating the MGVS & AGSS.
- iv) Supplying required number of operation & maintenance manual for the goods.

14. Distribution of Dispatch Documents for Clearance / Receipt of Goods

The supplier will send all the relevant dispatch documents well in time to the purchaser to enable the purchaser clear or receive (as the case may be) the goods in terms of the contract.

Unless otherwise specified in the SCC, the usual documents involved and the drill to be followed in general for this purpose are as follows.

The payment shall be made 90% against supply of material and 10% after installation of the material

- (i) Manufacturer's / Supplier's warranty certificate;
- (ii) Manufacturer's own factory inspection report;
- (iii) Certificate of origin

15. Warranty

The supplier warrants comprehensively that the goods supplied under the contract is new, unused and incorporated all recent improvements in design and materials unless prescribed otherwise by the purchaser in the contract. The supplier further warrants that the goods supplied under the contract will have no defect arising from design, materials (*except when the design adopted and / or the material used are as per the purchaser's specifications*) or workmanship or from any act or omission of the supplier, that may develop under normal use of the supplied goods under the conditions prevailing in India.

- 15.2 This comprehensive warranty for all user end detachable accessories will remain valid for **SIXTY (60) months** after the goods or any portion thereof as the case may be, have been delivered to the final destination and installed and commissioned at the final destination and after satisfactory acceptance certification by the purchaser in terms of the contract, unless specified otherwise in the SCC.

16. Assignment

- 16.1 The supplier will not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with the Purchaser's prior written permission.

17. Sub Contracts

- 17.1 The Supplier will notify the Purchaser in writing of all sub contracts awarded under the contract if not already specified in its tender. Such notification, in its original tender or later, will not relieve the Supplier from any of its liability or obligation under the terms and conditions of the contract.

18. Prices

- 18.1 Prices to be charged by the supplier for supply of goods and provision of services in terms of the contract will not vary from the corresponding prices quoted by the supplier in its tender and incorporated in the contract except for any price adjustment authorized in the SCC.

19. Taxes and Duties

- 19.1 Supplier will be entirely responsible for all taxes, duties, fees, levies etc. incurred until delivery of the contracted goods to the purchaser.
- 19.2 Further instruction, if any, will be as provided in the SCC.

- **20 WARRANTY Contract:**

The Supplier will provide warranty obligations for the comprehensive Maintenance of the system for a period of five (5) years effective from the date of successful installation & commissioning and handing over. The consignee will enter into warranty maintenance contract with the supplier to include comprehensive maintenance visits, repairs and replacements as and when required, as stipulated in the contract during warranty. The supplier will submit a bank guarantee for an amount equivalent to Ten 10% of the cost of the equipment as per contract in the prescribed format given in Section XV valid till two (2) months after expiry of entire WARRANTY period of sixty months.

- **21. Post warranty Comprehensive Maintenance Contract:**

The firm should offer to enter into post warranty contract with the purchaser to provide Comprehensive Maintenance Contract for maximum period of five (5) years on the annual charge basis to include comprehensive maintenance visits, free repairs and free replacements as and when required after the warranty period of five years (sixty months). The firm should also provide detailed List of spares/ consumables, not included in the CMC with cost of each item.

22. Delay in the supplier's performance

- 22.1 The supplier will deliver of the goods and perform the services under the contract within the time schedule specified by the purchaser in the List of Requirements and as incorporated in the contract.
- 22.2 Subject to the provision under GCC clause 26, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services will render the supplier liable to any or all of the following sanctions:
- (i) Imposition of liquidated damages,
 - (ii) Forfeiture of its performance security and
 - (iii) Termination of the contract for default.
- 22.3 If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier will promptly inform the purchaser in writing about the same and its likely duration and make a request to the purchaser for extension of the delivery schedule accordingly. On receiving the supplier's communication, the purchaser will examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.
- 22.4 When the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period will, inter alia contain the following conditions:
- (a) The purchaser will recover from the supplier, under the provisions of the clause 23 of the General Conditions of Contract, liquidated damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract.
 - (b) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of customs duty, excise duty, sales tax / VAT, Service Tax and Works Contract Tax or on account of any other tax or duty which may be levied in respect of the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract will be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.
 - (c) But nevertheless, the purchaser will be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty, excise duty, sales tax / VAT, Service Tax and Works Contract Tax or any other duty or tax or levy or on account of any other grounds, which takes place after the expiry of the date of delivery stipulated in the contract.

22.5 The supplier will not dispatch the goods after expiry of the delivery period. The supplier is required to apply to the purchaser for extension of delivery period and obtain the same before dispatch. In case the supplier dispatches the goods without obtaining an extension, it should be doing so at its own risk and no claim for payment for such supply and / or any other expense related to such supply will lie against the purchaser.

23. Liquidated damages

23.1 Subject to GCC clause 26, if the supplier fails to deliver any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, the purchaser will, without prejudice to other rights and remedies available to the purchaser under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to .0.5% per week of delay or part thereof on delayed supply of goods and / or services until actual delivery or performance subject to a maximum of 10% of the contract price. Once the maximum is reached purchaser may consider termination of the contract as per GCC 24.

During the above mentioned delayed period of supply and /or performance, the conditions incorporated under GCC sub-clause 22.4 above will also apply.

24. Termination for default

24.1 The purchase, without prejudice to any other contractual rights and remedies available to it (the purchaser), may by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extensions thereof granted by the purchaser pursuant to GCC sub-clauses 22.3 and 22.4.

24.2 In the event of the purchaser terminates the contract in whole or in part, pursuant to GCC sub-clause 24.1 above, the purchaser may procure goods and / or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the supplier will be liable to the purchaser for the extra expenditure, if any, incurred by the purchaser for arranging such procurement.

24.3 Unless otherwise instructed by the purchaser, the supplier will continue to perform the contract to the extent not terminated.

25. Termination for insolvency

25.1 If the supplier becomes bankrupt or otherwise insolvent, the purchaser reserves the right to terminate the contract at any time, by serving written notice to the supplier without any compensation, whatsoever, to the supplier, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the purchaser.

26. Force Majeure

- 26.1 Notwithstanding the provisions contained in GCC clauses 22, 23 and 24, the supplier will not be liable for imposition of any such sanction so long the delay and / or failure of the supplier in fulfilling 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 which is not foreseeable and not brought about at the instance of, the party claiming to be affected by such event and which has caused the non-performance or delay in performance. Such events may include, but are not restricted to, acts of the purchaser either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes.
- 26.3 If a Force Majeure situation arises, the supplier will promptly notify the purchaser in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the purchaser in writing, the supplier will continue to perform its obligations under the contract as far as reasonably practical, and seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 26.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.
- 26.5 In case due to a Force Majeure event the purchaser is unable to fulfill its contractual commitment and responsibility, the purchaser will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub- paragraphs.

27. Termination for convenience

- 27.1 The purchaser reserves the right to terminate the contract, in whole or in part for its (purchaser's) convenience, by serving written notice on the supplier at any time during the currency of the contract. The notice will specify that the termination is for the convenience of the purchaser. The notice will also indicate inter alia, the extent to which the supplier's performance under the contract is terminated, and the date with effect from which such termination will become effective.
- 27.2 The goods and services which are complete and ready in terms of the contract for delivery and performance within thirty days after the supplier's receipt of the notice of termination will be accepted by the purchaser following the

contract terms, conditions and prices. For the remaining goods and services, the purchaser may decide:

- a) to get any portion of the balance completed and delivered at the contract terms, conditions and prices; and / or
- b) to cancel the remaining portion of the goods and services and compensate the supplier by paying an agreed amount for the cost incurred by the supplier towards the remaining portion of the goods and services.

28. Governing language

28.1 The contract will be written in English language following the provision as contained in GIT clause 4. All correspondence and other documents pertaining to the contract, which the parties exchange, will also be written accordingly in that language.

29. Notices

29.1 Notice, if any, relating to the contract given by one party to the other, will be sent in writing or by cable or telex or facsimile or in official e mail and confirmed in writing. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.

29.2 The effective date of a notice will be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

30. Resolution of disputes

30.1 If dispute or differences of any kind will arise between the purchaser and the supplier in connection with or relating to the contract, the parties will make every effort to resolve the same amicably by mutual consultations.

30.2 If the parties fail to resolve their dispute or difference by such mutual consultation within twenty -one days of its occurrence, then, unless otherwise provided in the SCC, either the purchaser or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. In the case of a dispute or difference arising between the Purchaser / Consignee and a domestic Supplier relating to any matter arising out of or connected with the contract, such dispute or difference will be referred to the sole arbitrator to be appointed by the Employer. The award of the arbitrator will be final and binding on the parties to the contract subject to the provision that the Arbitrator will give reasoned award in case the value of claim in reference exceeds Rupees One Lakhs (Rs. 1,00,000/-).

30.3 Venue of Arbitration: The venue of arbitration will be the place from where the contract has been issued, i.e., DELHI, India.

31. Applicable Law

The contract will be governed by an interpreted in accordance with the laws of India for the time being in force.

32. General/ Miscellaneous Clauses

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SECTION-V

SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract (SCC) will apply for this purchase. The corresponding clauses of General Conditions of Contract (GCC) relating to the SCC stipulations have also been incorporated below.

These Special Conditions will modify, substitute / supplement the corresponding (GCC) clauses.

Whenever there is any conflict between the provision in the GCC and that in the SCC, the provision contained in the SCC will prevail.

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		No Change	

SECTION-VI

LIST OF REQUIREMENTS

Part I

S I . N O .	Name of Work / Item Description	Estim ated Cost (Rs.)	EMD	PERFORM ACE SECURITY (Rs.)	Cost of docume nt (Rs.)	Period of Comple tion
1	Installation, Commissioning, operationalising and maintaining of piped Medical Gases (Oxygen & Compressed Air) and Suction (MGVS) at RBIPMT, NDMC Kingsway Camp, Delhi-110009	400.0 0 LAC	20.00 LAC	10% of the Contractua l amount	10000	9 Months

Consignee Address:

Director/RBIPMT
North Delhi Municipal Corporation
Kingsway Camp,
Delhi - 110009

Part II: Required Delivery Schedule:

a) For Indigenous goods or for imported goods if supplied from within India:

90 days from date of Signing of Contract to be delivery at consignee site. The date of delivery will be the date of delivery at consignee site (Tenderers may quote earliest delivery period for which no price preference will be given).

b) For Imported goods directly from foreign:

180 days from the date of contract. The date of delivery will be the date of delivery at consignee site (Tenderers may quote earliest delivery period for which no price preference will be given).

**FINAL SPECIFICATIONS FOR THE MEDICAL GAS PIPELINE & VACUUM SYSTEM
AND AGSS FOR RAJAN BABU INSTITUTE OF PULMONARY MEDICINE &
TUBERCULOSIS.**

The Medical Gasses Vacuum Scavenging System (MGVS)

Bill Of Quantity: Details Of Items

***Copy of certificate of international standard of each item as specified must be enclosed**

	ITEMS	UNIT	QTT Y	STAND ARDS	ORIGIN
1	Supply, Installation, Testing and Commissioning of Oxygen Manifold (10+10) with tailpipes and NRV	No	1		INDIGENOUS
2	Supply, Installation, Testing and Commissioning of Emergency Oxygen Manifold (2 +2 size).) With tailpipes, & NRV as per specification	No	1		INDIGENOUS
3	Supply, Installation and testing and commissioning of Automatic Oxygen Control Panel System . It should comply and fully meets with the latest standard	No	1	HTM02-01 /EN739 6/ NFPA99 C	IMPORTED
4	Supply installation testing and commissioning of Nitrous Oxide Manifold (2+2) with tailpipes and NRV	No	1		INDIGENOUS
5	Supply installation testing and commissioning of	No	1		INDIGENOUS

	emergency Nitrous Oxide Manifold (1)				
6	Supply installation testing and commission of Automatic Manifold Control Panel For Nitrous Oxide	No	1	HTM02-01 /EN739 6/ NFPA99 C	IMPORTED
7	Supply, Installation, testing and commissioning of Compressed Medical Air Plant (Triplex pump)	Set	1		IMPORTED
8	Supply installation testing and commissioning of Vacuum Plant (Triplex pumps) as per specification		2		IMPORTED
9	Supply installation and commissioning of simplex AGSS , Must Fully meets international standard as per specification	Set	1	HTM02-01 /EN739 6/ NFPA99 C	IMPORTED
10 A	Electrical control Panel for Vacuum pump as per specification	Set	2		IMPORTED
10 B	Electrical control Panel for Air Compressor as per specification	Set	1		IMPORTED
11	Supply, Instillation testing and commissioning of Medical Grade Copper Piping fully complies and meets international standard (Lloyd Certified or equivalent)* length tentative as per work stations			BS EN-1057-1996/BS EN 13348-2008	INDIGENOUS
A	76mmOD X 1.5mm	Mtr			INDIGENOUS

	thick				
B	54mmOD X 1.2mm thick	Mtr			INDIGENOUS
C	42mm OD X 1.2mm thick	Mtr			INDIGENOUS
D	28mm OD X 1.0mm thick	Mtr			INDIGENOUS
E	22mm OD X 1.0mm thick	Mtr			INDIGENOUS
F	15mm OD X 1.0mm thick	Mtr			INDIGENOUS
G	12mm OD X 1.0mm thick	Mtr			INDIGENOUS
12	Supply, Installation, testing and commissioning of Gas outlet points for Oxygen, Nitrous Oxide, Medical Air 4 Bar, Surgical Air 7Bar, Vacuum and AGSS Inlets with matching probes/adapters & other accessories as desired by the department.			HTM02-01 /EN739 6/ NFPA99 C ISO 9170-1	IMPORTED
A	Oxygen	No	290		
B	Nitrous Oxide	No	4		
C	Medical Air 4 Bar	No	84		
D	Surgical Air 7 Bar	No	4		
E	Vacuum	No	290		
F	AGSS	No.	2		
13	Matching Probe/adopter With one end suitable for Hose & other end suitable for terminal units			HTM02-01 /EN739 6/ NFPA99 C	IMPORTED
A	Oxygen	No	40		
B	Nitrous Oxide	No	4		
C	Medical Air 4 Bar	No	40		
D	Surgical Air 7Bar	No	4		

E	Vacuum	No	40		
F	AGSS	No	4		
14	Supply, Installation, testing and commissioning of Indigenous Zonal Area Valve Box with Imported Line Lockable Valves. .				Valve Box-INDIGENOUS , Line Lockable Valves-Imported
A	Zonal Area Valve Box with Line Lockable Valves for 2 services (Oxygen, and Vacuum)	No	27		Valve Box-INDIGENOUS , Line Lockable Valves-Imported
B	Zonal Area Valve Box with Line Lockable Valves for 3 services (Oxygen, MA4 Air and Vacuum)	No	9		Valve Box-INDIGENOUS , Line Lockable Valves-Imported
C	Zonal Area Valve Box with Line Lockable Valves for 5 services (Oxygen, N2O, MA4,MA7 and Vacuum)	No	3		Valve Box-INDIGENOUS , Line Lockable Valves-Imported
15	Supply, Installation, testing and commissioning of Medical Gas Area Alarm Panel.			HTM02-01 /EN739 6/ NFPA99 C	IMPORTED
A	Medical Area Alarm for 2 service (Oxygen, and Vacuum)	No	27		IMPORTED
B	Medical Area Alarm for 3 services (Oxygen, Vacuum and MA 4 Bar)	No	9		IMPORTED
C	Medical Area Alarm for 5 services (Oxygen, N2O, MA 4BAR, MA 7BAR and Vacuum)	No	3		IMPORTED

16	PENDANTS		QTTY		INDIGENOUS
	OT Pendants as per specification.		2	HTM02-01 /EN739 6/ NFPA99 C	INDIGENOUS
17	Supply installation testing and commissioning of Horizontal Bed Head Panel.	No	60		INDIGENOUS
18	Supply installation, testing and commissioning of oxygen flow meter with humidifier bottle with matching probe/accessories.	No	290	HTM02-01 /EN739 6/ NFPA99 C	IMPORTED
19	Supply, installation, and commission of Ward suction units with one vacuum regulator and one collection jar with matching probe/accessories.	No	284		INDIGENOUS
20	Supply installation, testing and commissioning of Theatre Suction Unit with one vacuum regulator and twin collection Jar mounted on a trolley.	No	6		INDIGENOUS
21	Supply installation testing and commissioning of High pressure Hose antistatic duly colour coded for Oxygen, Nitrous Oxide, Medical Air and Vacuum.	Mtr		HTM02-01 /EN739 6/ NFPA99 C	IMPORTED

SECTION-VII

TECHNICAL SPECIFICATIONS

Medical Gases, Vacuum and Scavenging System {MGVS&AGSS}

SCOPE OF WORK:

- Supply, installation, testing, commissioning and handing over of Medical Gases Vacuum and Scavenging System with subsequent training and maintenance of the installed MGVS system for RBIPMT, DELHI.
- The system should comply any of the single international standards like HTM-02-01/NFPA -99 (latest) / latest BS EN, ISO-7396 with the required Certification. **The construction assembly/material variations of the system as requisite of the quoted standard will be acceptable.**
- All imported items should be UL listed /USFDA Approved/ CE (EUROPEAN) Marked with Certification Number and Documentations.
- All the indigenous items must be of highest quality to meet the same international standard with appropriate applicable standard Certifications e.g CE for medical device directive (latest)/or equivalents.
- System should impart the Colour code as per quoted international standard.
- **NOTE:- Rates of each item used in the Medical gas pipeline should be quoted per unit-wise for each item including the meter rates of various assorted tubing & copper pipes for the validity of the tenderer. The rates should be inclusive of all installations and fixers.**
- **The firm should give warranty for 5 years from source to outlet and CMC for next 5 years including the detailed rate-list of spares (unit wise) in the tenders.**

1. SOURCE EQUIPMENTS

- **Oxygen System-- Oxygen Manifold, Control Panel And Emergency System**
- **Nitrous Oxide System --N2O Manifold, Control Panel And Emergency System**
- **Medical Compressed Air System ---- Medical 4 Bar And Surgical 7 Bar along with electrical control panel.**
- **Medical Vacuum Management System along with electrical control panel.**
- **Anesthesia Gas scavenging system AGSS/ WAGD**
- **Master Alarm**

2. Area Alarm system and Zonal valves as per medical gas supply norms.

3. Distribution pipeline System.

4. Outlets

5. Pendants for OT

6. Bed Head Panels for wards with accessories

7. Accessories

- **Oxygen flow meter with humidifier bottle.**
- **Ward vacuum units**
- **Theatre Suction units.**
- **Others like color coded high pressure tubing for oxygen air nitrous oxide and vacuum**

A. Oxygen System

1. Oxygen Manifold - (INDIGENOUS)

1. The oxygen manifold system should be made compatible to allow integration with the Liquid Medical Oxygen Tank which will be primary O₂ source. Liquid Medical Oxygen Tank is not covered in present tender.
2. The Oxygen Manifold should consists of 10+10 bulk cylinders with top frame of two high-pressure header bar assemblies of high tensile brass to facilitate connection of primary and secondary cylinders with connected high pressure copper pigtails connections.
3. The Manifold and high-pressure header bar design should be extendable to facilitate additional cylinder connections.
4. The system should incorporate non-return valves at the header connection for easy changing of cylinders without closing the bank.
5. Each Header bar assembly should be provided with a high-pressure shut-off valve.
6. The cylinder should be placed with the help of cylinder brackets and zinc plated fixing chains.
7. The manifold should be suitable to withstand a pressure specified as per standard
8. The manifold should be hydraulically tested and to be supplied along with necessary test certificate.
9. **Critical connections should be gas specific, Non-interchangeable and should be designed to eliminate gas supply error. This is valid for all places.**
10. The system should be degreased for oxygen service
11. The manifold design should be suitable for easy cylinder changing and positioning.

2. Oxygen -Automatic Control Panel -(IMPORTED)

1. The Control Panel should be fully automatic and self-switchover, microprocessor powered and digital Display Type to indicate the manifold switching from one bank of cylinders to another.
2. The Control Panel should capable to make switch over from "Bank in Use" to 'Reserve Bank' without interruption of gas delivery to the system, without fluctuations in delivery line pressure and without the need of external electrical power.
3. After the switch over the "Reserve Bank" should become the "Bank in Use" and the "Bank in Use" should become the "Reserve Bank".

4. The system should automatically reset itself in preparation for the next bank change when the depleted cylinders are replaced with full cylinders
5. Critical connections should be gas specific, Non-interchangeable and should be designed to eliminate gas supply error.
6. The system should have two-stage pressure reduction to avoid excess pressure supply to the distribution system. A pneumatically relief valve should be installed for the line regulator and an intermediate pressure relief valve between the high-pressure regulators and the line delivery regulators.
7. The system should provide continuous large LED display on the front door of the cabinet to indicate the bank pressure and the delivery pressure of both the left and right bank.
8. Panel should be integrated with pressure gauges on downstream of pressure regulator.
9. The system should provide audiovisual alarms system for low and high pressure with central alarm.
10. The control panel should incorporate six coloured LED (three for the left bank and three for the right Bank) indicating Bank in use, Bank ready and Bank empty.
11. All pressure transducers, micro switches, and display LED's should be pre-wired to an internal microprocessor circuit board.
12. All components inside the control panel like Pressure Regulators, piping and control switching equipments should be cleaned for Oxygen Service and installed inside the cabinet to minimize tampering with the regulators or switch settings.
13. The control panel should be made to provide Heavy Duty with flow capacity as per standard.

3. Oxygen 2+2 Cylinders Emergency System ---- (INDIGENOUS)

- 1 It should have emergency arrangement of 2+2cylinder configuration with Copper Tail Pipes. Non-return valves & High flow regulator with pressure gauges for Cylinder & line pressure and safety valve.
- 2 Pressure regulator should be detachable from the manifold.
- 3 Emergency oxygen system should be connected to the main alarm.
- 4 The system should be gas specific/non-interchangeable.

B.Nitrous Oxide System

1. N₂O Manifold ----(INDIGENOUS)

1. The Nitrous Oxide Manifold should consists of 2+2 bulk cylinders with top frame of two high-pressure header bar assemblies of high tensile brass to facilitate connection of primary and secondary cylinder with connected high pressure copper pigtailed connections,
2. The Manifold and high-pressure header bar design should be extendable to facilitate additional cylinder connections.
3. The system should incorporate non-return valves at the header connection for easy changing of cylinders without closing the bank.
4. Each Header bar assembly should be provided with a high-pressure shut-off valve.
5. The cylinder should be placed with the help of cylinder brackets and zinc plated fixing chains.

6. The manifold should be hydraulically tested and to be supplied along with necessary test certificate.
7. The system should be degreased The manifold design should be suitable for easy cylinder changing and positioning.
8. Critical connections should be gas specific, Non-interchangeable and should be designed to eliminate gas supply error.

2. Automatic Control Panel (for Nitrous Oxide) - (IMPORTED)

1. The Control Panel should be fully automatic and self-shifting, microprocessor powered and digital Display Type to indicate the manifold switching from one bank of cylinders to another.
2. The Control Panel should capable to make switch over from “Bank in Use” to ‘Reserve Bank’ without interruption of gas delivery to the system, without fluctuations in delivery line pressure and without the need of external electrical power.
3. After the switch over the “Reserve Bank” should become the “Bank in Use”, and the “Bank in Use” should become the “Reserve Bank”.
4. The system should automatically reset itself in preparation for the next bank change when the depleted cylinders are replaced with full cylinders
5. Critical connections should be gas specific, Non-interchangeable and should be designed to eliminate gas supply error.
6. The system should have two-stage pressure reduction to avoid excess pressure supply to the distribution system. A pneumatically relief valve should be installed for the line regulator and an intermediate pressure relief valve between the high-pressure regulators and the line delivery regulators.
7. Panel should be integrated with pressure gauges inside panel on downstream of pressure regulator.
8. The system should provide continuous large LED display on the front door of the cabinet to indicate the bank pressure and the delivery pressure of both the left and right bank.
9. Should provide audiovisual alarms system compatible with central alarm.
10. The control panel should incorporate six colored LED (three for the left bank and three for the right Bank) indicating Bank in use, Bank ready and Bank empty.
11. All pressure transducers, micro switches, and display LED's should be pre-wired to an internal microprocessor circuit board.
12. All components inside the control panel like Pressure Regulators, piping and control switching equipments should be installed inside the cabinet to minimize tampering with the regulators or switch settings.
13. The control panel should be made to provide Heavy Duty with flow capacity, applicable as per standard.

3. N2O 1 Cylinder Emergency System ----(INDIGENOUS)

1. It should have emergency arrangement of 1 cylinder configuration with Copper Tail Pipes. Non-return valves & High flow regulator with pressure gauges for cylinder & line pressure and safety valve.

2. Pressure regulator should be detachable from the manifold.
3. Emergency N2O system should be connected to the main alarm .
4. The system should be gas specific/non-interchangeable.

4.Compressed Medical Air System -(IMPORTED)

The Compressed Medical Air System should provide the Medical Air as per the desired international standards to supply

- Medical Air (4 Bar) Pipeline for the Ventilators etc at the terminal units at desired outlets.
- Surgical Compressed Air 7 Bar --Separate Pipeline supply to Operating Rooms to dry and clean surgical instruments.
- The Triplex Medical Air System should consist of floor base frame mounted packaged unit to include three identical electric motor driven pumps, one Reservoir Tank of ASME code or equivalent, the control panel, The bacterial filters and associated equipments and accessories.
- The system should include individual compressor inline intake filters, discharge check valves, safety relief valves, intake and discharge flexible connectors, solenoid unloaders, isolation valves, air cooled after coolers for each compressor, high discharge temperature shut down switches, pressure control switches.
- The System should provide liquid light conduit, fittings and junction boxes for all control and power wiring. All components should be completely pre-piped, pre-wired, completed and operationally tested at the site of manufacturer to enable single point service connections. The power connection at the control panel and system intake exhaust should be only field connections required at time of installation.
- The medical air compressors should be of the totally Oil free, non-lubricated, air cooled, reciprocating -- 15 HP, 50- 60 Hz-3 phases with capacity of 90 SCFM of each motor. It should have spring vibration isolators for each compressor. The connecting rods and bearings should be packed, sealed & totally enclosed with lifetime lubrication.
- The system should include storage tank of 3000 liters capacity or as per standard recommendations, ASME code or equivalent standard construction and it should be equipped with safety relief valve, 3-way by-pass and automatic electronic tank drain with manual override. The inside of the tank should be coated for rust protection with a two-component coating which should provide a hard, durable lining.
- **Control Panel system** should be Externally operable with fusible disconnect and door interlock control with a multiple position selector switch for selection of normal operation (automatic alteration) or manual selection of lead and lag pumps. All components should be completely pre-wired to single point service connections.
- The System should provide audible and visual local and remote alarm indications for the compressor temperature malfunction and reserve compressor in use. All control and alarm functions should remain energized while any compressor remains electrically on-line.
- The System should provide manual reset for thermal malfunction shutdown.

- The lag compressor should be able to start automatically if the lead compressor fails to operate.
- The compressor system should have Dual desiccant air dryers, dual pre-filters, dual after filters, line pressure regulator valves, dew point monitor, CO monitor and other accessories required to meet and exceed the current code requirements.
- There should be two identical banks of air treatment equipment, piped in parallel and provided with valves to by pass either filter set for element replacement, maintenance and repair work on one of the sets while still treating medical compressed air through the other set without any sacrifice in air quality.
- Each bank should preferably have following stages of air treatment.
- The first stage is a prime efficiency coalesces with particle removal to filter aerosols and solid particles.
- The second stage -- desiccant heatless air dryer with purge saver control to automatically minimize and adjust the amount of purged air to match the variable airflow.
- The third stage -- prime efficiency particulate after filter with particle removal.
- The fourth stage - active carbon filters for removal of oil vapors and hydrocarbon odors.
- Downstream pressure regulators should maintain constant discharge pressure of 60 PSIG as per international standard quoted for MGVS
- Digital dew point and CO monitors with alarm set points as per standards to be provided with dry contacts for connection to remote alarm panels.
- A "demand check" for maintenance should be as per current code requirements of latest international standards.

D. Medical Vacuum Management System---- (IMPORTED)

1. The package should include the Triplex electrical motor Vacuum control system of a fuse less design in dustproof enclosures with the accessories for each pump to provide minimum flow as per standard. The medical vacuum pumps should preferably be of the rotary vane air-cooled design with proven reliability, integral fully recirculating oil supply and sight gauge to indicate oil level.
2. The system should consist of three identical electric motor driven pumps, ASME or equivalent certified receiver (sufficient capacity, as per standard) control panel, bacterial filters, drainage traps and associated equipments. The system should also provide liquid light conduit, fittings and junction boxes for all control and power wiring.
3. All components should be completely pre-piped, pre-wired, completed and operationally tested at the site of manufacturer to enable single point service connections. The power connection at the control panel and system intake exhaust should be only field connections required at time of installation.
4. Each pump should be direct driven 7.5 HP, preferably TEFC motor; 3 phases 50-60 Hz and should include a built in anti suck back valve mounted at the pump inlet to prevent oil from entering the vacuum piping network
5. The system should include the following accessorized for each pump, inlet check valve, inlet isolation valve, vacuum control switch, oil temperature gauge, thermal malfunction switch and vacuum control and Each pump should include

- exhaust back pressure gauge to indicate the need for filter maintenance and an oil sight glass for monitoring oil level
6. The integral multi-stage oil separation, oil-removal system with smoke eliminators should be capable of removing oil and smoke particles from the exhaust.
 7. Vacuum system should possess the Silencers at vacuum pump discharge end.
 8. The High efficiency bacteria filters filter set should ensure to prevent the risk of contamination and the drainage trap, suitable to sterilization.
 9. The system should include vacuum storage reservoir tank, Rated for full vacuum services with the storage capacity of approx 3000 Liter or as per standard recommendation. It should be equipped with an inspection door, vacuum gauge and provision for manual draining by pass valve. The inside of the tank should be coated with a two-component coating to provide a hard, durable lining for rust protection.
 10. **The control panel** should be a plug- in type programmable controller with removable terminals to allow quick and easy replacement in the field and it should be designed to function even if the programmable controller fails and It should include
 - A programmable logic controller for pump cycle
 - Hand off Automatic selector switch for each pump
 - Hour meters to monitor factory recommended service intervals
 - Lag pump in use indicator light with audible local and remote alarm.
 - Pump running lights to indicate pump in operation
 - The system control should have facility to start lag vacuum pump automatically and to omit the failed pump from the alternating cycle and the system should revert to normal alternation automatically when the condition is corrected.
 - The system should be equipped with a flashing Audible and visual local and remote alarm indications for any pump failure, motor overload tripped, main disconnect is off, blown fuse, , starter coil failure, thermal malfunction and reserve vacuum pump in use. All the status monitoring of the pump should be connected to the Master Alarm.
 - The system should provide manual reset for thermal malfunction shut down and all control and alarm functions should remain energized while any vacuum pump in the system remains electrically on- line.

E. Medical Gas Scavenging System /Waste Anaesthetic Gas Disposal ----- (IMPORTED)

The collection and disposal of waste anesthetic gases in operating rooms and non-operating room settings is essential for reducing occupational exposures. The controls such as an appropriate anesthetic gas scavenging system are the first line of defense and the preferred method to protect employees from exposure to anesthetic gases.

The system must be fully compliant with the latest edition of international standards and should consist of

1. Single stand-alone oil -less, self-lubricating e.g. carbon graphite, air cooled Rotary Vane AGSS pumps of 3 phases each with built in flow indication and pressure regulation valve.
2. One Control Panel with automatic changeover
3. Starter/isolator, moisture drain flask and flexible connectors to connect the plant to the pipeline
4. One Receiver
5. Exhauster units

An anesthetic gas scavenging systems must be a specifically designed for the active, effective extraction and disposal of waste anaesthetic gas from the operating environment to reduce contamination of the operating department.

- One pump should remain standby while the other should remain operational.
- Bearing should be permanently lubricated and sealed.
- No oil should be permitted in any pump and each pump should be completely air-cooled with absolutely no water requirements.
- Each pump should be equipped with a set of inlet filter, vacuum relief valve and check valve to prevent back-flow through off-cycle units and vibration isolators at each mounting location.
- The receiver should be ASME coded or equivalent certified and should allow draining without interrupting the vacuum service.

Control System of AGSS –

1. The on/off switch to be installed in the respective operation theatre.
2. Automatic changeover from running to reserve with circuit breaker disconnects for each AGSS pump with facility of external operators, automatic lead/lag pump sequencing with provision for simultaneous operation and automatic activation of reserve unit, if required.
3. The system should provide overload protection, In-line non-return valves to allow individual pump servicing, auto lighted selector switches and runtime hour meters.
4. The system should have Visual and audible alarm in the OT with isolated contacts for remote alarm .The application balancing unit must be used with the anaesthesia units so that only waste gases are sucked and not fresh gases.

F. COPPER PIPED DISTRIBUTION MANAGEMENT SYSTEM---- (INDIGENOUS)

1. Copper Pipes should be Cu-DHP, medical grade, solid drawn, seamless, phosphorous deoxidised, non-arsenical, half hard, tempered and degreased, manufactured per BS EN 13348 or latest as per international standard.
2. The supplier should provide Test Certificate of Lloyd /Register of services / or Equivalent Internationally reputed standard for medical use of copper pipes, physical properties and chemical composition.
3. Each pipe should be delivered plugged or capped at both ends
4. All copper pipe should be free from oil residue and carbon
5. All copper pipe sizes, diameter and thickness should be used as per applicable standard

6. Pipeline Installation: Installation of piping should be carried out with utmost cleanliness with the pipes; fittings and valves that have been degreased and brought in sealed bags. Pipes fixing clamps should be of non-ferrous and non-deteriorating material suitable for the diameter of the pipe.
7. All copper pipes, valves, and fittings like bends, tees, reducers etc. should be degreased and cleaned for dirt before erection.
8. All copper pipe joints and fittings like bends, tees, reducers and straight couplings should be made using inert gas flux less silver brazing technique with the use of standard pipe cutters and bending machine during installation.
9. All pipes and joints, while being brazed, should be continuously purged with oil free dry nitrogen to prevent the formation of copper oxide on the inside surface.
10. Adequate supports should be provided while laying pipelines to ensure that the pipes do not sag and all pipe clamps should be non-reactive to copper as per standard.
11. All pipes should be installed without springing or forcing and should be covered with Suitable sleeves wherever pipes cross through walls/slabs.
12. All pipes should be tested/painted/labeled and properly insulated when embedding in the wall.
13. All pipes should be protected against mechanical injury in a satisfactory manner
14. All concealed pipes to have gas identification bands / labels at appropriate distance.
15. The main lines to the building to be taken overhead through metallic poles or through underground ducts with inspection removable slabs.
16. **Painting:** All installed pipes should be painted with two coats of synthetic enamel paint & colour codification as per standard.
17. **Test:** After erection, all the pipes should be cleaned or purged with the help of dry nitrogen gas, & should be tested with dry nitrogen at a pressure equal to twice the working pressure or 150 psig, whichever is higher for period of more than 24 hours or as per applicable international standard.
18. All the piping system shall be tested e.g. anti-confusion test, pressure drop test, flow rate and quality of air test etc.) In the presence of the site-engineer or his authorized representative completely following the applicable international standard.
19. **Certification:** To be certified that pipes are suitable for the particular service and the entire tests Certification should be submitted.

G.-High-pressure tubing For O₂, N₂O, Compressed Air, Vacuum & AGSS -(IMPORTED)

It should be made up of antistatic rubber and color coded for individual services as per standards.

H. -Zonal Area Valve Box (INDIGENOUS)

1. Zonal valve box should be equipped with components for shutting off and supervising individual parts of MGVS systems to allow the ward staff for isolation of the areas for maintenance and repair works.
2. The configurations of valve boxes
 - 5 Services O₂, N₂O, MAir-4, SA Air-7, Vacuum (15, 15, 15, 15, 22 mm)

- 3 Services O2, MA Air-4, Vacuum (15, 15, 22 mm)
 - 2 Services O2, Vacuum (15, 22 mm)
3. Each recessed zone valve box should consist of
 - A steel valve box, constructed of heavy gauge steel with a backed enamel finish, should have single or multiple shut-off three-piece design valves with tube extensions.
 - An anodized aluminum doorframe assembly
 - The pull out flexible removable front screen window, made from transparent sheet should be reinstallable without the use of tools.
 4. The zonal valve box should be bronze/ chrome plated with Teflon (PTFE)/equivalent seals and packaging
 5. Each valve box should have a pressure rating to meet standard and be hydrostatically tested.
 6. The standard copper pipe extensions should be fitted into each side of the valve and cleaned for medical gas services.
 7. The valve assembly should be plugged or capped to prevent contamination.

Zonal Area Valve -(IMPORTED)

1. All valves should be equipped with washed and degreased standard copper pipe stub extensions of sufficient length to protrude beyond the sides of the box.
2. Zonal Area Line Lockable Valves should comprise of full-bore bronze/ Brass body, blowout proof stem, end cap, full – bore bronze/ chrome plated brass ball valve with copper stub pipes for ease of installation using inert gas jointing procedures.
3. Valve should be double seal, bi-directional and connected to the copper stub pipes by means of unions fitted with standard seals, allowing removal of the valve without the need to distort the pipe work
4. All line valves should be supplied with a mechanism to enable the unit to be locked in the fully closed or fully open position.
5. All pipe stub extensions should be supplied with suitable plugs or caps to prevent contamination of the assembly prior to installation.
6. Each valve should be supplied with an identification bracket bolted directly on to the valve body for the purpose of applying an approved medical gas identification label.
7. Valves should be available with line pressure gauges to display
 - The gases pressure in range of 0-250 psig
 - The vacuum pressure to display in range of (0-30”Hg)

I. -Master Alarm/Area Alarm System - (IMPORTED)

1. The master and area alarms should be installed as per required locations and should comply applicable /quoted international standards.
2. The sensors unit should be local and remote-mounting Alarm on each area display and central sensor board.
3. Each area display module/ sensor unit should be gas specific with facility of an error message display for an incorrect connection.
4. The alarms should be field expandable with the addition of extra modules up to six services.

5. System should provide a constant indication of each service, which is being measured
6. The ALARM Mute button should cancel the audible alarm but the unit should remain in the alarm condition until the problem is rectified.
7. The following parameters should be field adjustable in the calibration mode.
 - a. High/Low set point.
 - b. Empirical/metric units selector
 - c. Repeat alarms enable/ disable.
8. Easily accessible Push to Test & Alarm Silence buttons to operate and test the unit.
9. The master/area alarm should have no moving parts and should be maintenance free.

J. –PENDANT- for OTs-- (INDIGENOUS)

1. The system should be ceiling mounted with all fixture including ceiling and/or interface flange, canopy covers etc. **The construction assembly/material variations of the system as requisite of the quoted standard will be acceptable.**
2. The pendant systems design should be robust, modern and efficient to supply gas electrical and equipments services and equipment services.
3. The Pendant should be made of Aluminum mainly as per standard. It should have removable access panel and should be resistant to corrosion and disinfection.
4. The ceiling pendant systems should be designed to provide convenient positioning of medical equipment, medical gas terminal units, electrical and specialty services and all components should comply the international standard and should be UL listed /CE marked with standard preventions for the interchanging of connections
5. Service Head – size should be as per utility requirement Electrical services & Gas service may be positioned on the front and/or rear of the service head with physical separation.
6. All devices should be factory installed on either the sides or on the bottom of the column by means of flexible hoses and flexible metal conduit.
7. All services may preferably be pre assembled and factory tested and Electrical devices should be pre-wired, unless otherwise stated.
8. The pendant should be straight drop down with rotating service head for utilities & accessories .The bottom of the service head should be 165 cm from the finished floor. The pendant length should be desirably adjustable as per requirements at work station.
9. The system should have appx. 80 kg load bearing capacity
10. Should be straight down drop with rotating head independently up to 330° with customer assigned stops and are accessible for future adjustments.
11. Each pendant should have Heavy-Duty Ceiling Fixture with provision for: -
 1. Oxygen Outlets-2,
 2. Vacuum inlets -2
 3. Medical Air (4 Bar) outlets –2
 4. Surgical Air (7 Bar) outlets –2
 5. AGSS outlet-1
 6. Holder For Vacuum Collection – 2 No
 7. Electrical sockets (5/15 Amps) -15 Nos desirable

8. Shelves with two rail one on each side-1 No.
9. Monitor input & output-1 no.
10. Infusion Management System – 1 Set of four hooks
11. Provision Of Data Point RJ 15/RJ 45– 2 No
12. Inspection Light With Arm And Bracket For Rail – 1 No
13. OT Pendent will also include provision for Oxygen, N2O, Medical Air, Surgical Air and AGSS as stated above.

K. -Horizontal Bed Head Panel Systems-- (INDIGENOUS)

1. Bed Head Panels should be of suitable length as per the site requirement and should have Efficient safe robust design in high quality extruded aluminum section in a surface finish for the front surface
2. The headwall system should be constructed of aluminum extrusions joined together to form a carcass to suit the particular application. Unit should be factory assembled for electrical and mechanical components.
3. Should have Smooth, curved surfaces and choice of base color and fascia plates. Front fascia plate should be removable individually to access for respective service.
4. Unit should have Aluminum equipment rail system separately with all Equipment mount accessories.
5. Unit must have physically isolated slots for installation of the medical gas / vacuum; electrical (high & low voltage) and communication lines along the length of the unit with Segregation of services should be maintained throughout.
6. All down drops should be installed at one end preferably and should be covered with Aluminum boxing with matching color.
7. Entire pipeline should run in continuous manner with no break.
8. BHP should have provision for
 - Terminal Medical Gas outlet/vacuum inlet – provision for at least 5 nos outlet (2 O2; 2 vacuum 1 Medical Air) as per required under main BOQ however the actual number of the outlet should be finalized during final layout design.
 - 5/15 Amp Modular Electrical Sockets with switches – 10 sets. (5 UPS Power / 5 Normal Powers)
 - IV Pole – 2 nos
 - Vacuum Slide – 1 no
 - Sliding blocks – 2 nos
 - Nurse Call System Module – 1 no
 - Basket – 1
 - Data socket RJ 15 RJ 45 one each

L- Terminal Units with probes/Adaptors for O2, N2O, Air, Vacuum & AGSS ---- (IMPORTED)

1. The Gas Outlets should be as per applicable international standards quoted.
2. The Outlets should be non-interchangeable, self-sealing, gas/service specific and manufactured with indexing each gas/ service to a specific dual pin indexing/ geometrical indexing/ arrangement as per standard on the respective identification module

3. The inlet pipe should be capable of swiveling by 360 degrees for enabling the same to be connected to the pipeline system.
4. Outlet should be equipped with a primary and secondary check valve.
5. The maintenance should be possible without disrupting the functioning of other outlets without any leakage.
6. The release mechanism for disconnecting apparatus should be accessible as per standard
7. A large color-coded front plate should be used for ease of gas identification and aesthetic appeal.
8. The valve assembly should accept only corresponding gas specific adaptors.
9. All outlets should be cleaned and degreased for medical gas service, factory assembled and tested.
10. Matching probe for outlets for Oxygen, Air & vacuum /AGSS
11. Each adapter should have suitable barb or Threads so that it can be connected to tube or flow meter /suction regulator.

M.-ACCESORIES--

1. Oxygen Flow meter with Humidifier Bottle -Imported

1. Flow tube should have large and expanded control within a range of 0-15 LPM range for improved readability at low flows.
2. Back Pressure Compensated flow meter should be capable for accurate gas flow measurement with strict precision and durability standard.
3. The flow meter body should be made of brass with anti-corrosion chrome/nickel plated materials.
4. The flow tube and the humidifier bottle should be made of clear, impact resistant unbreakable, reusable and polycarbonate material that should be autoclavable.
5. Inlet filter of stainless steel wire mesh to prevent entry of foreign particles
6. The flow regulation knob should be made of non-ferrous material.
7. Should have audible safety relief valve
8. Should be supplied with attached matching probe /adapter matching with the terminal points.

2. Ward vacuum unit-Indigenous

1. It should be made up of the polycarbonate, autoclavable jars of 600 ml or more capacity, should be rugged, shatter resistant, and corrosion and lubrication free.
2. The ward vacuum unit should preferably have large, easy to read gauge providing unmatched gauge accuracy.
3. Instantaneous adjustment of full wall vacuum should facilitate regulated and continuous suction for tracheal and pharyngeal airway management, surgical procedure and continuous nasogastric drainage.
4. The filter trap should be designed to ensure maximum efficiency in preventing overflow and should incorporate design features to ensure the breakdown of foam
5. Should be supplied with attached matching probe /adapter matching with the terminal points and suitable length of non-collapsible tubing.
6. It should be suitably installed into the wall and available for patient use fully functioning.

3. Theatre Suction unit -Indigenous

1. The unit should consist of two autoclavable jars of the 2000 ml capacity made of polycarbonate material and should be rugged, shatter- resistant, corrosion & lubrication free with all seals and splatter tube in silicone for long life.
2. The unit should be powered from the medical vacuum supply and with a vacuum hose and matching probe suitable for vacuum inlet.
3. A sturdy trolley with 5-castor base should complete with angled high suction controller.
4. The vacuum unit should have large, easy to read gauge providing unmatched accuracy.
5. Theatre Suction Jars should have the filter trap designed to ensure maximum efficiency to prevent overflow and should incorporate design features to ensure the breakdown of foam.

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Section - VIII Quality Control Requirements

(Performa for equipment and quality control employed by the manufactures(s))

Tender Reference No.

Date of opening

Time

Name and address of the Tenderer:

Note: All the following details will relate to the manufacturer(s) for the goods quoted for.

01 Name of the manufacturer

- a. full postal address
- b. full address of the premises
- c. telegraphic address
- d. Mobile number
- e. telephone number
- f. fax number
- g. E-Mail

02 Plant and machinery details

03 Manufacturing process details

04 Monthly (single shift) Production capacity of goods quoted for

- a. normal
- b. maximum

05 Total annual turn-over (value in Rupees)

06 Quality control arrangement details

- a. for incoming materials and bought-out components
- b. for process control
- c. for final product evaluation

07 Test certificate held

- a. Type test
- b. BIS/ISO certification
- c. any other

08 Details of staff

- a. technical
- b. skilled
- c. unskilled

09 Chief Project manager for the PROJECT with full details

Signature and seal of the Tenderer

Section - IX Qualification Criteria

The Experience Criteria and General Terms And Conditions for Bidders

1. The bidders must offer a state of the art medical gas, vacuum, scavenging management with incorporation of best design and international standards by the selection of all equipments as per standards specified in the tender documents.
2. The entire project has to be completed on Turn-Key Basis including internal civil, electrical and other works eg Pump/Compressor foundation, internal wiring earthing etc at the time of execution.
3. The firm will be fully responsible for ensured supply of all the required material/equipments/accessories and others items to accomplish and execute the project and the safe stocking, security of stored & installed components and fixtures till it is handed over to the Hospital
4. The firm will also be fully responsible for testing, packing, transportation, scheduling of transportation, transit insurance, delivery at sites, unloading, storage, job site storage, insurance, installation any other services associated with the delivery of the equipments and materials providing warranty of services and maintenance of other related equipments / items required for complete installation.
5. The copies of work orders and satisfying completion certificates, indicating the similar specified works, should be submitted from the concerned hospitals. The complete addresses of the responsible office/officer with the E-mail ID and official telephone / mobile numbers must be provided.
6. The firm should be public undertaking/Autonomous Body/ Public Ltd / Pvt Ltd /the proprietorship company, registered with company act and it should have minimum seven years of core experience in the kind of work specified in the project. The Copy of company registration certificate in India must be submitted at least for the three years preceding the date of Notification of this tender.
7. Bidders should be registered with ESI/PF. Registration certificate must be submitted.
8. The firm should submit duly attested copy of the valid ISO 9001:2008 certificate for the medical gas pipeline installation and must ensure highest standards for the procurement of quality products.
9. The Bidders must submit an affidavit that any government institute or hospital had not blacklist the bidder, If any information furnished by the applicant is found incorrect at a later stage, the applicant will be liable to be debarred from participating in tenders of **NDMC** and the same will be communicated to both Government of NCT Delhi as well MoHFW. The department reserves the right to verify the particulars furnished by the applicant independently.
10. The bidder must offer goods complying standard specified in the tender document and the BOQ. The technical specifications for the functionality of the system are prime criteria for the system design and implementation and the

specified standards are the operating guidelines for the compliance and certification purpose.

11. The bidders offer should not contain any alternate items or optional items for any of the products whatsoever but the products complying with the specifications should only be offered. No other references whatsoever to any other recommendations, guidelines, consulting documents would be considered.
12. All the items/ products quoted for MGVS must comply any single international standard like HTM 02-01 /NFPA-99 and imported items must be USFDA approved/UL listed/CE(EUROPIAN) marked with certificating No(copy of CE/UL Certificate with CE/ULNo must be enclosed).
13. Tenderer should have an annual average turn over of not less than 30% of total estimate of the project for last three years and there should not be any losses occur in these three years. Attested copy of CA certificate of the Profit and Loss account should be submitted with a copy of PAN card.
14. Bidders should have executed similar project of "Supply, Installation, Testing And Commissioning Of Medical Gas, Vacuum with or without scavenging Management System preferably On Turn-Key Basis" with any of the Government/ Govt. of NCT of Delhi/ State Government/ Local Bodies/ Public undertakings/ Major corporate hospitals/departments within India during the past seven years. up to the end of preceding month.
- 15.
16. The estimation of the successful completion of similar executed project will be strictly as per CVC / GFR guidelines as per below mentioned.
 - Three similar projects of value not less than 40% of the estimated amount of the present project i.e. 160 Lac or
 - Two similar projects of value not less than 50% of the estimated amount of the present project i.e. 200 Lac orOne similar projects of value not less than 80% of the estimated amount of the present project i.e. 320 Lac.
 -
17. Tenderer should have sound financial background to undertake the project and should have a solvency of not less than thirty percent of the estimated project cost from a Nationalized/ Scheduled bank valid for a period of one year of Solvency Certificate on date of tender opening.
18. Bidders must submit mandatory authority letter from the Foreign Principal / Manufacturer /distributor for the quoted products and original should be submitted when required.
19. The Principal Company should also confirm to take responsibility of warranty & availability of spare parts of their products for a minimum period of 10 years even in case of change of existing distributorship in India. The document statement should be submitted in this regard as a proof and failing which bid will be rejected.
20. The Bidders should clearly mention country of origin with name of Mfg., company for each and every product quoted along with certificate from the principal company assuring the supply of the spares for minimum 10 years.
21. There should be no joint venture and **NDMC** will be dealing with bidder only.
22. The Bidders must enclose compliance statement and relevant copy of certificate.

23. Copper pipes to be certified by a recognized certifying agency for its compliance to specific standard eg Lloyds or equivalents.
24. Bidders should have service facility available in Delhi/NCR.
25. The bidder must submit The financial bid in the sealed envelope which must contain separate prices of all the equipments / devices / systems and the accessories specified in BOQ, however the total estimated cost of the project will be considered for the price evaluation purpose
26. The all price quotations /other obligations to be solely in Indian currency.
27. The firm must submit price certificate in original regarding the cost of the equipments/items as per BOQ
28. The rate list of the consumable items should be submitted.
29. The **FIVE YEARS WARRANTY** of The system must be provided after complete installation and handing over the system to the hospital.
30. Comprehensive Maintenance Contract (CMC)
 - a. Comprehensive Maintenance contract (CMC) for 5 years after satisfactory completion of warranty period (5 years) to be submitted on annual basis for assessment of Total Cost and ranking.
 - b. The total cost of the project will include Comprehensive Maintenance contract (CMC) cost for the price evaluation and ranking purpose of L1, However since this will be assessment of expenditure for future; will not be the component of current estimate of the Turn-Key Project expenditure.
 - c. The payment of CMC will be made on six monthly bases after satisfactory completion of warranty, duly certified by user.
31. The firm will also be responsible at its expenses to post one or more Technical Person from the company for the training purpose of the hospital staff.
32. Preventive/ maintenance visit, in addition to emergency visits, must be mandatory on monthly basis (twelve in a year) and The annual calibrations of the system MGVS & AGSS as per standard recommendations must be ensured and certificate of compliance with details to be submitted.
33. The vendor should collect the copy of building layout plan and visit the site, with due permission documents from Director/RBIPMT, for complete evaluation of the project and feasibility of his material before submitting the bid, for The Purpose Of Design, Engineering, Supply, Installation, Testing, Commissioning and Maintenance of MGVS System.
34. The supplier will prepare Site Plan and System layout plan including civil/electrical work or other related works, along with Earthling arrangements for all the equipment as per standard practice.
35. Any misinformation regarding the specification of the equipments/items offered and Violation of any of terms as stated above would mean outright technical rejection. Even though the agency meets all the criteria, we reserve the right to accept or reject any or all tenders in part or full without assigning any reasons whatsoever.

Note

1. The Tenderer will furnish Performance statement in the enclosed Proforma 'A'.

The manufacturer as well as the Tenderer/ Indian Agent will furnish Satisfactory Consignee Certificate in respect of above, duly translated in English and duly notarized in the country of origin, along with the tender.

2. The Tenderer will furnish a brief write-up, packed with adequate data explaining and establishing his available capacity/capability (both technical and financial) to perform the Contract (if awarded) within the stipulated time period, after meeting all its current/present commitments. The Tenderer will also furnish details of Equipment and Quality control in the enclosed Section VIII.
3. Notwithstanding anything stated above, the Purchaser reserves the right to assess the Tenderer's capability and capacity to perform the contract satisfactorily before deciding on award of Contract, should circumstances warrant such an assessment in the overall interest of the Purchaser.
4. The Purchaser reserves the right to ask for a free demonstration of the quoted equipment at a pre determined place acceptable to the purchaser for technical acceptability as per the tender specifications, before the opening of the Price Tender.
5. The applicants are advised to visit the site to get first hand information as regards its approach, accessibility, working conditions, site conditions, availability of labour and material etc. and other matters affecting cost and work. All costs incurred in connection with submission of the pre-qualification application will be borne by the applicant irrespective of the outcome
6. Technical Evaluation Committee will frequently review onsite progress of all phases of procurement of BOQ material, site preparation, and installation, testing and operation of entire system. The TEC will further monitor and arrange to supervise qualitative aspects of the installation of the system as per predetermined standards
7. The quantities of each items specified are as per requirement of the new Maternity block as well as for future expansion as perceived by past experiences. The quantity may vary marginally from those submitted at the time of pre-bidding meeting if found mandatory for the installation standards, otherwise it shall be as per requirement defined in the RFP.
8. Payments will be made in installments on installation basis as per delivery of BOQ material and phases of work completion at installation site. Final payment will be made after conclusion of stocks/works executed, handed over and after approval by TEC.
9. The proposed MGVS system should be updated / made compatible in case of any further advancement in the technology during the five years of warranty period.

PROFORMA 'A'

PROFORMA FOR PERFORMANCE STATEMENT

(For the period of last seven years)

Tender Reference No. : _____

Date of opening : _____

Time : _____

Name and address of the Tenderer : _____

Name and address of the manufacturer : _____

S r · N o ·	Order Placed by (full address of purcha ser)	Ord er num ber and date	Descript ion and quantity of ordered goods and services	Val ue of ord er (Rs .)	Date of completion of Contract		Remarks indicatio n reasons for delay if any	Have the goods been functionin g Satisfacto rily (attach document ary proof)**
					As per con trac t	Ac tua l		
1	2	3	4	5	6	7	8	9

Signature and seal of the Tenderer

** The documentary proof will be a certificate from the consignee/end user with cross-reference of order no. and date in the certificate along with a notarized certification authenticating the correctness of the information furnished. If at any time, information furnished is proved to be false or incorrect, the earnest money furnished will be forfeited.

Section-X

TENDER FORM

Date.....

To

(Complete address of the purchaser)

Ref. Your TE document No. ----- dated -----

We, the undersigned have examined the above mentioned TE document, including amendment/corrigendum No.----- Dated ----- (if any), the receipt of which is hereby confirmed. We now offer to supply and deliver----- (Description of goods and services) in conformity with your above referred document for the sum of (total tender amount in figures and words), as shown in the price schedule(s), attached herewith and made part of this tender.

If our tender is accepted, we undertake to supply the goods and perform the services as mentioned above, in accordance with the delivery schedule specified in the list of Requirements.

We further confirm that, if our tender is accepted, we will provide you with a performance security of required amount in an acceptable form in terms of GCC clause 5, read with modification, if any, in Section- V- "Special Conditions of Contract", for due performance of the contract.

We agree to keep our tender valid for acceptance as required in the GIT clause 20, read with modification, if any in Section-III - "Special Instructions to Tenderers" or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this tender up to the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period will constitute a binding contract between us.

We further understand that you are not bound to accept the lowest or any tender you may receive against your above-referred tender enquiry.

We confirm that we do not stand deregistered/ banned/ blacklisted by any Govt. Authorities. We confirm that we fully agree to the terms and conditions specified in above mentioned TE document, including amendment/corrigendum if any

(Signature with date)

(Name and designation)

Duly authorized to sign tender for and on behalf of

SECTION-XI (A) PRICE SCHEDULE

A) PRICE SCHEDULE FOR DOMESTIC GOODS OR GOODS OF FOREIGN ORIGIN LOCATED WITHIN INDIA

1 S r. N o	2 Brief Descri ption of Goods	3 Cou ntry of Ori gin	4 Qua ntity (Nos)	5 Price per unit (Rs.)							6 Total Price (at Consig nee Site) basis (Rs.)
				Ex- factory/Ex - warehous e/Ex- showroo m/ Off-the shelf	Exci se Duty (if any) [%a &val ue]	Sal es Tax / VA T (if any) [% age & val ue]	Packin g and Forwar ding charge s	Inland Transportati on, Insurance for a period including 3 Months beyond date of delivery, loading/unlo ading and Incidental costs till consignee's site	Incidental Services (including Installation & Commissi oning, Supervisi on, Demonstra tion and Training) at the Consignee 's site	Unit Price (at Consigne e Site) basis (g) =a+b+c+ d+e+f	
				(a)	(b)	(c)	(d)	(e)	(f)	(g)	4x5(g)

Total Tender price in Rupees: -----

In words: -----

Note:-

- If there is a discrepancy between the unit price and total price THE UNIT PRICE will prevail. Please refer all the items listed in the BOQ / technical specifications while filling the Price Format.***

Signature of Tenderer -----

Name -----

Business Address -----

Seal of the Tenderer -----Place: -----Date: -----

SECTION-XI (B) PRICE SCHEDULE

B) PRICE SCHEDULE FOR GOODS TO BE IMPORTED FROM ABROAD

1 Sr. No	2 Brief Description of Goods	3 Country of Origin	4 Quantity (Nos.)	5 Price per unit (Currency)					6 Total Price on CIP Named Port of Destination + Insurance (local transportation and Storage)
				(a) FOB price at port/airport of Lading	(b) Carriage & Insurance (port of loading to port of entry) and other Incidental costs	(c) Incidental Services (including Installation & Commissioning, Supervision, Demonstration and Training) at the Consignee's site**	(d) Inland Transportation, Extended Insurance (local transportation and storage) from port of entry to the consignee site for a period including 3 months beyond date of delivery**	(e) Unit Price on CIP Named Place of Destination +Extended Insurance (local transportation and storage) (e) =a+b+c+d	
									4x5(e)

** To be paid in Indian Currency (Rs.)

Total Tender Price in Foreign currency: -----

In words: -----

Note:-

- If there is a discrepancy between the unit price and total price THE UNIT PRICE will prevail. Please refer all the items listed in the BOQ / technical specifications while filling the Price Format.***
- The Tenderer will be fully responsible for the safe arrival of goods at the named place of destination (Consignee site) in good condition as per terms of CIP***
- Sports Injury Centre, Safdarjang Hospital, Ministry of Health & Family Welfare, Govt. of India will provide the***

CDEC.

Indian Agent:

Indian Agency Commission - ____ % of FOB

Signature of Tenderer -----Name -----Business Address -----Seal of the Tenderer -----

-----Place: -----Date: -----

SECTION-XI (C) PRICE SCHEDULE

C) PRICE SCHEDULE FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT AFTER WARRANTEE PERIOD

[Ref.: GCC 15 & Section VIII]

1	2	3	4	5	6	7
Sr. No.	Brief Description of Goods	Country of Origin	Quantity (Nos.)	Years after 5 years warrantee	Cost towards Comprehensive Annual Maintenance Contract Charges for each unit (in Rs)	Cost towards Comprehensive Annual Maintenance Contract Charges for total unit (in Rs)
				1 st Year [Year 6]		
				2 nd Year [Year 7]		
				3 rd Year [Year 8]		
				4 th Year [Year 9]		
				5 th Year [Year 10]		
	TOTAL					
	GRAND TOTAL					

Total cost to be paid in Indian Currency (Rs.)

In Figure:

In words:

Note:-

- If there is a discrepancy between the unit price and total price THE UNIT PRICE will prevail.***
- This should be given in year wise with total in Column 7***

Indian Agent:

Signature of Tenderer

Name

Business Address

Seal of the Tenderer -----Place: -----Date:

SECTION - XII
QUESTIONNAIRE

Fill up the Section XX -Check List for Tenderers and enclose with the Tender

1. The tenderer should furnish specific answers to all the questions/issues mentioned in the Checklist. In case a question/issue does not apply to a tenderer, the same should be answered with the remark " not applicable"
2. Wherever necessary and applicable, the tenderer will enclose certified copy as documentary proof/ evidence to substantiate the corresponding statement.
3. In case a tenderer furnishes a wrong or evasive answer against any of the question/issues mentioned in the Checklist, its tender will be liable to be **ignored**.

SECTION - XIII

BANK GUARANTEE FORM FOR EMD

Whereas _____ (hereinafter called the "Tenderer") has submitted its quotation dated _____ for the supply of _____ (hereinafter called the "tender") against the purchaser's tender enquiry No. _____. Know all persons by these presents that we _____ of _____ (Hereinafter called the "Bank") having our registered office at _____ are bound unto _____ (hereinafter called "Purchaser") in the sum of _____ for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20____. The conditions of this obligation are:

- (1) If the Tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the Tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-
 - (a) fails or refuses to furnish the performance security for the due performance of the contract.
 - or
 - (b) fails or refuses to accept/execute the contract.
 - or
 - (c) if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged.

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

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

(Signature of the authorized officer of the Bank)

Name and designation of the officer

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

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**SECTION XIV
MANUFACTURER'S AUTHORISATION FORM**

To
Director/RBIPMT
Kingsway Camp, DELHI-110009
)

Dear Sirs,

Ref. Your TE document No....., dated.....

We,..... who are proven and reputable manufacturers of..... (name and description of the goods offered in the tender) having factories at....., hereby authorize Messrs (name and address of the agent) to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred TE documents for the above goods manufactured by us.

We further confirm that no supplier or firm or individual other than Messrs. (name and address of the above agent) is authorized to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred TE documents for the above goods manufactured by us.

We also hereby extend our full warranty, CMC as applicable as per clause 15 of the General Conditions of Contract, read with modification, if any, in the Special Conditions of Contract for the goods and services offered for supply by the above firm against this TE document.

Yours faithfully,

[Signature with date, and designation]
For and on behalf of messrs _____

[Name & address of the manufacturers]

Note: 1. This letter of authorization should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.

2. Original letter to be sent.

SECTION XV

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To
THE Director/RBIPMT,
Kingsway Camp,
DELHI-110009

WHEREAS (Name and address of the supplier) (Herein after called "the supplier") had undertaken, in pursuance of contract no dated to supply (description of goods and services) (herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled nationalized bank recognized by you for the sum specified the reinsas security for compliance with its obligations in accordance with the contract;

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

NOT THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of. (Amount of the guarantee in words and figures),and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed the reunder or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid up to.....months from the date of completion of Warranty Obligation as per the terms of Contract No.....dated.....i.e. up to.....(Indicate date)

(Signature with date of the authorized officer of the Bank)

Name and designation of the officer

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

CONTRACTFORM-A
CONTRACT FORM FOR DESIGN, SUPPLY, NSTALLATION, SUPERVISION,
TESTING, COMMISSIONING, DEMONASTRATION, HANDING OVER, TRIAL RUN,
TRAINING OF OPERATORS & MAINTENANCE & WARRANTY OF GOODS

THE Director/RBIPMT,
Kingsway Camp, _____
DELHI-110009 _____

Contract No.....dated.....

This is in continuation to this office's Notification of Award No.....dated.....

1. Name & address of the Supplier: _____
2. Purchaser's TE document No dated and subsequent Amendment No.....,dated.....(if any), issued by the purchaser
3. Supplier's Tender No. dated and subsequent communication(s)No.....Dated..... (if any), exchanged between the supplier and the purchaser in connection with this tender.
4. In addition to this Contract Form, the following documents etc, which are included in the documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and constructed as integral part of this contract:
 - (i) General Conditions of Contract; (ii) Special Conditions of Contract; (iii) List of Requirements;
 - (iv) Technical Specifications;
 - (v) Quality Control Requirements; ◊
 - (vi) Tender Form furnished by the supplier;
 - (vii) Price Schedule(s) furnished by the supplier in its tender;
 - (viii) Manufacturer's Authorization Form (if applicable for this tender);
 - (ix) Purchaser's Notification of Award

Note : The words and expressions used in this contract shall have the same meanings as are respectively assigned to the min the conditions of contract referred to above. Further, the definitions and abbreviations incorporated under clause 1 of Section II-'General Instructions to Tenderers' of Purchaser's TE document shall also apply to this contract

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

(i) Brief particulars of the goods and services which shall be supplied /provided by the supplier are as under:]

Sr. No.	Brief Description of goods/services	Accounting unit	Quantity To be supplied	Unit Price	Total price

Any other additional services (if applicable) and cost thereof:

Total value (in figure) (In words) _____

- (ii) Delivery schedule
- (iii) Details of Performance Security
- (iv) Quality Control
 - (a) Mode(s), stage(s) and place(s) of conducting inspections and tests.
 - (b) Designation and address of purchaser's inspecting officer
- (v) Destination and dispatch instructions.
- (vi) Consignee, including port consignee, if any
- (vii) Warranty clause (viii) Payment terms (ix) LD Clause

Date: _____

Place _____

Received and accepted
this contract _____

(Signature, name and
address of the purchaser's
authorized official)
For and behalf of _____

(Signature, name and
address of the supplier's
executive duly authorized
to sign on behalf of the
supplier)
For and on behalf _____

(Name and address of the
supplier) (Seal of the
supplier)

SECTION-XVI CONTRACTFORM-B
CONTRACTFORMFORCOMPREHENSIVEMAINTENANCECONTRACT

CMC Contract No..... dated.....

Between

.....

And

.....
 (Name & Address of the Supplier)

Ref.: Contract No.....dated..... (Contract No. & date of Contract for supply, installation, commissioning, handing over, Trial run, Training of operators & warranty of goods)

In continuation to the above referred contract

a) The Contract of Comprehensive Maintenance concluded as under:-

1	2	3
Sr.N o.	BRIEF DESCRIPTIONOF GOODS	QUANTIT Y. (Nos.)

- b) The CMC commence from the date of expiry of all obligations under Warranty i.e. from (date of expiry of Warranty) and will expire on (date of expiry of CMC)
- c) The Annual Comprehensive Maintenance Contract which includes preventive maintenance, labour and spares, after satisfactory completion of Warranty period for complete equipment (including Batteries for UPS, other vacuumatic parts, &).
- d) There will be 98% uptime warranty during CMC period on 24 (hrs)
- e) During CMC period, the supplier shall visit at each consignee's site for preventive maintenance including testing and calibrations per the manufacturer's service/ technical/ operational manual. The maintenance visit will be at each consignee site as recommended in the manufacturer's manual but at least once in a month commencing from the date of the successful completion of warranty period for preventive maintenance of the goods

- f) All software updates should be provided free of cost during fee CMC.
- g) The bank guarantee valid till [(fill the date) 2 months after expiry of entire CMC period] for an amount of Rs. [(fill amount) equivalent to ten 10% of the cost of the equipment as per contract] shall be furnished in the prescribed format given in Section XV of the TE document, along with the signed copy of fee CMC within a period of 21(twenty one) days of issue of CMC failing which the proceeds of Performance Security shall be payable to the Purchaser.
- h) If there is any lapse in the performance of the CMC as per contract, the proceeds CMC bank guarantee for an amount of Rs. (equivalent to Ten% 10%of the cost of the equipment as per contract) shall be payable to the consignee.

(Signature, name and address of Hospital/ Institute/ Medical College's authorized official) For and on behalf of _____

Received and accepted this contract _____

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

For and on behalf of (Name and address of the supplier)

(Seal of the supplier)

Date: _____

Place: _____

SECTION-XVII

CONSIGNEERECEIPT & INSTALLATION CERTIFICATE

(To be given by consignee's authorized representative)

The following store(s) has/ have been received in good condition:

1	Contract No. & date	:	_____
\			
2	Supplier's Name	:	_____
\			
3	Consignee's Name & Address With telephone No. & Fax No.	:	_____
4	Name of the item supplied	:	_____
\			
5	Quantity Supplied	:	_____
\			
6	Date of Receipt by the Consignee	:	_____
\			
7	Date of Satisfactory Installation	:	_____
\			
8	Date of Handing Over/	:	_____
\			
9	Name and destination of Authorized Representative of Consignee	:	_____
1	Signature of Authorized Representative of Consignee with date	:	_____
1	Seal of the Consignee	:	_____

SECTION-XVIII

Performa of Commissioning & Final Acceptance Certificate by the Consignee

No. _____

Date: _____

To,

M/s _____

Subject: Certificate of commissioning of equipment/plant.

This is to certify that the equipment(s) plant(s) as detailed below has/ have been received in good conditions along with all the standard and special accessories and a set of spares (subject to remarks in Para no.-02) in accordance with the contract/ technical specifications. The same has been installed and commissioned.

(a) Contract No. dated _____

(b) Description of the equipment(s) plants: (c) Equipment(s)/plant(s) nos.:

(d) Quantity:

(e) Bill of Lading/Air Way Bill/Railway
Receipt/Goods Consignment Note no. date _____

(f) Name of the vessel/Transporter:

(g) Name of the Consignee: _____

(h) Date of commissioning and providing test:

Details of accessories/spares not yet supplied and recoveries to be made on that account.

S.No.	Description of	Quantity	Amount to be

The proving test has been done to our entire satisfaction and operators have been trained to operate the equipment(s)/plant(s).

The supplier has fulfilled its contractual obligations satisfactorily##or

The supplier has failed to fulfill its contractual obligations with regards to the following:

He has not adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to 'Technical Specifications'.

He has not supervised the commissioning of the equipment(s)/ plant(s) in time, i.e. within the period specified in the contract from date of intimation by the purchaser in respect of the installation of the equipment(s)/plants(s).

The supplier as specified in the contract has not done training of personnel.

The extent of delay for each of the activities to be performed by the supplier in terms of the contract is

The amount of recovery on account of non-supply of accessories and spares is given under para no.-02.

The amount of recovery of account of failure of the supplier to meet his contractual obligations is (here indicated the amount).

Signature
Name

Destination with stamp

Explanatory notes for filling up the certificate:

The tenderer remained adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to ' Technical Specification'.

He has supervised the commissioning of the equipment(s) /plant(s) intime, i.e. within the period specified in the contract from date of intimation by the purchaser in respect of the installation of the equipment(s)/ plant(s).

Training of personnel has been done by the supplier as specified in the contract.

In the event of documents/drawings having not been supplied or installation and commissioning of the equipment(s)/ plant(s) have been delayed on account of the supplier, the extent of delay should always be mentioned in clear terms

SECTION-XIX

ANNEXURES

Annexure-1

1. Deleted

SECTION XX

CHECKLIST

Name of the Tenderer:

Name of Manufacturer:

S.No.	Activity	Yes / No/ NA	Page No. in the TE document	Remarks
1. a.	Have you enclosed EMD of required amount for the quoted Items?			
b.	In case EMD is furnished in the form of Bank Guarantee, has it been furnished as per Section XIII?			
c.	In case Bank Guarantee is furnished, have you kept its validity of 65 Months from Techno Commercial Tender Opening date as per clause 19 of GIT?			
2.a.	Have you enclosed duly filled Tender Form as per format in Section X?			
b.	Have you enclosed Power of Attorney in favour of the signatory?			
3.	Are you a SSI unit, if yes have you enclosed certificate of registration issued by Directorate of Industries / NSIC			
4.a.	Have you enclosed clause- by - clause technical compliance statement for the quoted goods vis-à-vis the Technical specifications?			
b.	In case of Technical deviations in the compliance statement, have			

	you identified and marked the deviations?			
5.a	Have you submitted satisfactory performance certificate as per the Proforma for performance statement in Sec. IX of TE document in respect of all orders?			
b.	Have you submitted copy of the order(s) and end user certificate?			
6.	Have you submitted manufacturer's authorization as per Section XIV?			
7.	Have you submitted prices of goods etc. in the Price Schedule as per Section XI?			
8.	Have you kept validity of 120 days from the Techno Commercial Tender Opening date as per the TE document?			
9.a.	In case of Indian Tenderer, have you furnished Income Tax Account No. as allotted by the Income Tax Department of Government of India?			

Sl. No.	Activity	Yes / No/ NA	Page No. in the TE document	Remarks
b.	In case of Foreign Tenderer, have you furnished Income Tax Account No. of your Indian Agent as allotted by the Income Tax Department of Government of India?			
10.	Have you intimated the name and full address of your Banker(s) along with your account number			
11.	Have you fully accepted payment terms as per TE document?			
12.	Have you fully accepted delivery period as per TE document?			
13.	Have you submitted the certificate of incorporation?			
14.	Have you accepted the warranty as per TE document?			

15.	Have you accepted terms and conditions of TE document?			
16.	Have you furnished documents establishing your eligibility & qualification criteria as per TE documents?			
17.	Have you furnished Annual Report (Balance Sheet and Profit & Loss Account) for last three years prior to the date of Tender opening?			

N.B.

1. All pages of the Tender should be page numbered and indexed.
2. The Tenderer may go through the checklist and ensure that all the documents / confirmations listed above are enclosed in the tender and no column is left blank. If any column is not applicable, it may be filled up as NA.
3. It is the responsibility of tenderer to go through the TE document to ensure furnishing all required documents in addition to above, if any.

(Signature with date)

(Full name, designation & address of the person duly authorized sign on behalf of the Tenderer)

For and on behalf of

(Name, address and stamp of the tendering firm)

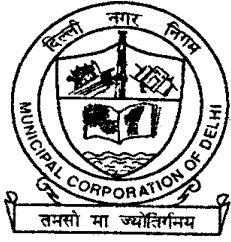
Section - XXI

Consignee List

Medical Institutions	Contact Address
Rajan Babu Institute for Pulmonary Medicine & Tuberculosis Kingsway Camp, Delhi 110009	The Director/RBIPMT Rajan Babu Institute for Pulmonary Medicine & Tuberculosis Kingsway Camp, Delhi 110009

NB: The consignee will ensure timely issue of CDEC, Octroi Exemption Certificates, Road Permits & Entry Tax Exemption Certificates, wherever applicable, to the supplier.

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NORTH DELHI MUNICIPAL CORPORATION
Office of the Director
Rajan Babu Institute for Pulmonary
Medicine & Tuberculosis
Kingsway Camp.
DELHI-110009.

No. Dir./RBIMPT/2013/_____

Dated: _____

EXPRESSION OF INTEREST (EOI)

Rajan Babu Institute For Pulmonary Medicine & Tuberculosis under jurisdiction of North Delhi Municipal Corporation invites the expression of interest for Installation, Commissioning, Operationalising & Maintaining of piped Medical Gases & (Compressed Air) and suction (MGVS) from reputed firms having experience of executing such works.

All the eligible vendors/firms may submit their EOI to the Director, RBIPMT, Kingsway Camp Delhi-110009 by 3.00 PM, 23rd January 2014 by paying non-refundable fee of Rs. Rs. 10,000/- (Rupees Ten Thousands only), in the form of Demand Draft (DD), drawn in favour of Commissioner, North Delhi Municipal Corporation.

Detailed terms and conditions can be downloaded from the department website i.e. www.mcdonline.gov.in under "Tenders/EOI".

Dr. D.K. Seth
Director, RBIPMT