BID DOCUMENT

Procurement of Medical Equipment under the project of Up gradation of the Two Hospitals in Myanmar

INTERNATIONAL COMPETITIVE BIDDING – E Bidding Basis

BID REFERENCE: IFB No. HSCC/PUR/MEA - Myanmar/Equipment/2016-17/01 dated 31.01.2017

Ministry of External Affairs, Government of India

through

HSCC (I) LTD.
(A Govt. of India Enterprises)
Plot No. 6-A, Block-E, Sector-1, NOIDA (U.P.) – 201 301.
Website http://www.hsccltd.com
Tel: 0120-2542436-40
Fax: 0120 - 2542447
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Important Clauses in Brief, For Quick Reference only. (BIDDER MUST REFER ALL TERMS & CONDITIONS ETC. ENCLOSED WITH THE BID DOCUMENT IN DETAILS)

Instruction to Bidders (ITB)

1. Bid Security Amount  -  As given in IFB Details.
2. Price Bid  -  Please refer Clause 6 of ITB. Quoted price must include cost of standard onsite Comprehensive warranty having minimum period of 1 year.
3. Statutory Variation  -  As per Clause 6.4 of ITB, any variation in the Statutory Levies / Taxes/ Duties/ Cess or any new Levies/ Taxes/ Duties/ Cess on end product shall be payable at actual provided documentary evidence of the prevailing rate quoted at the date of submission of bid and changes at the time of actual supplies (within stipulated delivery period) is furnished.
4. Optional Items  -  As per Clause 6.6 of ITB, Bidder in their own interest should quote separately for any Optional Items of the Technical Specifications. In case the Optional items of the bid Specifications are not quoted explicitly, then the rate quoted shall be considered for the tendered main item and accordingly price comparison shall be done. No benefit shall be considered for inclusion of Optional Items in the Tendered Item.
5. Manufacturer’s Authorization  -  As per Clause 7.2 (a) of ITB. In case of a Item in a package comprising group of items, then Bidder may give Manufacturer’s authorisation for main equipment from the Principals and other equipment from other manufacturer’s of his choice (indigenous/ imported) for which Bidder shall submit Manufacturer’s Authorization as per the format given in the bid document. However the bidder has to give Manufacturer Authorisation of all the items mentioned in the package.
7. Bid Validity  -  180 days as per Clause 10.1 of ITB
8. Amount of Performance Security  -  10% as per Clause 24 of ITB.
9. Preliminary Examination  -  As per Clause 17 of ITB, the Bid Form, signed by the Bidder which stipulates acceptance of all the terms & conditions of bid document and shall supersede all other terms & conditions given by the bidder in their bid.
General Conditions of Contract (GCC)

10. Delivery and Installation - Delivery and installation of equipment/ goods shall be within 3 Months from the date of placement of order for (Package no. 1 -3 & 6-9) and 4 months for Package 4 as per Clause No.9 of GCC.

11. Insurance - 110% of Order Value as per Clause No.10 of GCC.

12. Payment Terms - 70% & 30%, as per Clause No. 12 of GCC.

13. Liquidated Damages - 1.0% per week upto 10% as per Clause No.15 of GCC.

14. Warranty - As per Clause 26 of GCC.

Minimum Qualification Criteria as per Clause 4 of SCC

15. Minimum Qualification Criteria - As per Clause 4 A (iv) of SCC. Bidders or the Manufacturer represented by him should have in the past 5 years from the date of bid opening, satisfactory executed for the package items offered, at least one single order of like nature of item and quantity not less than 25% or two single order of 12.5% of quantity of package item offered by bidder. For the package 8, bidder or the Manufacturer represented by him should have supplied orthopaedic items under two single orders in last five years from the date of opening. The bidders shall furnish “End User Certificates/Client Certificates indicating contact details i.e. name of person, phone/fax/mobile nos. etc. End User Certificates/Client Certificates should be for those Purchase Order only for which Copies are submitted by the bidder.

16. Other eligibility requirements - As per Clause 4 B (ii) of SCC. The Bidder should submit audited Balance Sheets and Profit & Loss Accounts along with audited reports for the last 3 years to enable the purchaser to assess the financial capability of the bidder or positive net worth of the bidder.

17. Bid Form - To be submitted as per Clause 6 of SCC in the given format.

18. Components & Quantities - All components/ quantities of the line item must be quoted as per Clause 9 of SCC.

19. Turnkey activities - The offer should be on turn-key basis including all costs incidental to the same as per Clause 12 & 15 of SCC.
GOVERNMENT OF INDIA
MINISTRY OF EXTERNAL AFFAIRS

INVITATION FOR BIDS (IFB)

Dated 31.01.2017

IFB No. HSCC/PUR/MEA - Myanmar/Equipment/2016-17/01 dated 31.01.2017

Joint Secretary (DPA-III), Ministry of External Affairs Government of India on behalf of President of India through HSCC invites ON-LINE sealed bids from eligible bidders, in Single stage two bid system, for Supply, Installation, Testing & Commissioning of various Medical Equipment under the project Up gradation of the two Hospitals in Myanmar, as per the details mentioned in the bid document.

The bidders are required to be registered at HSCC e-tender portal www.tenderwizard.com/HSCC. Please log on to www.tenderwizard.com/HSCC only for downloading bid document and for participation through E-Tendering basis. For submission and other details, please refer HSCC e-tender portal www.tenderwizard.com/HSCC. For submission of the bids, the bidders are required to have Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities.

Complete set of Bid Documents has been made available from 31.01.17 onwards at E-Tender portal www.tenderwizard.com/HSCC, www.hsccltd.com, www.mea.gov.in or www.eprocure.gov.in. Prospective bidders are advised to regularly scan through aforesaid portal/ websites, as corrigendum/ amendments etc., if any, will be notified on this portal/websites only and no separate advertisement will be made for this.

Joint Secretary – (DPA-III)
Joint Secretary (DPA-III), Ministry of External Affairs Government of India on behalf of President of India through HSCC invites ON-LINE sealed bids from eligible bidders, in Single stage two bid system, for Supply, Installation, Testing & Commissioning of various Medical Equipment under the project Up gradation of the two Hospitals in Myanmar, as per the following details:

<table>
<thead>
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<th>Equipment</th>
<th>Qty</th>
<th>Bid Security in Rs.</th>
</tr>
</thead>
<tbody>
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<td>1</td>
<td>Endoscopic Sinus Surgical set</td>
<td>1</td>
<td>42000</td>
</tr>
<tr>
<td>2</td>
<td>Portable X ray machine</td>
<td>1</td>
<td>98000</td>
</tr>
<tr>
<td>3</td>
<td>C arm with IITV</td>
<td>1</td>
<td>171000</td>
</tr>
<tr>
<td>4</td>
<td>Flowcytometer</td>
<td>1</td>
<td>80000</td>
</tr>
</tbody>
</table>

The bidders are required to be registered at HSCC e-tender portal www.tenderwizard.com/HSCC. Please log on to www.tenderwizard.com/HSCC only for downloading bid document and for participation through E-tendering basis. For submission and other details please refer HSCC e-tender portal www.tenderwizard.com/HSCC. For submission of the bids, the bidders are required to have Digital Signature Certificate (DSC) from the authorized Certifying Authorities.

Complete set of Bid Documents has been made available at E-Tender portal www.tenderwizard.com/HSCC, www.hsccltd.com, www.eprocure.gov.in & www.mea.gov.in for downloading from 31.01.17 to 28.02.17 (up to 1400 hrs.). Prospective bidders are advised to regularly scan through HSCC E-tender portal www.tenderwizard.com/HSCC, www.hsccltd.com, www.eprocure.gov.in & www.mea.gov.in, as corrigendum/modification/amendments, if any, will be notified on these sites only and no separate advertisement will be made for this.

Details of the schedule and venue of various bid related activity are as per following:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Description</th>
<th>Schedule details</th>
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</thead>
<tbody>
<tr>
<td>1.</td>
<td>Bid Document Fee</td>
<td>INR 3500/-</td>
</tr>
<tr>
<td>3.</td>
<td>Pre-bid meeting date &amp; time</td>
<td>09.02.2017 at 1430 hrs.</td>
</tr>
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<td>4.</td>
<td>Venue of pre-bid meeting</td>
<td>HSCC (I) Ltd., E-6(A), Sector -1, Noida</td>
</tr>
</tbody>
</table>
2. Interested bidder may obtain further information about this requirement from this office inviting the tenders.

3. The prospective bidders who have not registered can register with HSCC E-procurement portal by paying necessary registration charges. The bidders may prepare a banker cheque/Draft in favour of HSCC (India) Ltd. Office at Noida, payable at Noida/Delhi and deposit it. In order to submit the bids electronically bidders are required to have type-II Digital Signature Certificate. Digital Signature can be obtained from any of the certifying agency.

The bid shall be submitted online for all the necessary documents and in physical form (with respect to few documents as mentioned in the ITB) in three parts/covers as mentioned below, (documents should be complete, duly signed and stamped):

(i) Bid Document Fee and EMD
(ii) Pre-qualification and Technical compliance as per following documents:
   a) Manufacturer’s authorization as per Section V in case bid is submitted by an Indian agent (A declaration must be attached here in case directly quoted by a manufacturer or a document establishing the relation of the Indian office with the manufacturer in case quoted by Indian office of the manufacturer).
   b) Bid Form as per Section V.
   d) Certificate of Incorporation/Declaration being a proprietary firm.
   e) Annual report of last 3 completed financial years (Balance sheet and Profit & Loss Account duly audited and signed by auditor)
   f) Name, address and details of account with respect to bidder and/or beneficiary of L/C.
   h) Performance statement along with required PO copies and its corresponding end user’s satisfactory installation certificate.
   i) Affidavit as per Section V
   j) Technical Bid along with clause-by-clause technical compliance statement for the quoted goods vis-à-vis the Technical specifications with all related brochures in the bid enquiry.

(iii) Price Bid (Only online).

4. All prospective bidders may attend the Pre bid meeting. Pre-bid meeting shall be held at the address as mentioned above.

5. Complete set of Bid Documents has been made available at E-Tender portal www.tenderwizard.com/HSCC, www.hsccltd.com, www.mea.gov.in or www.eprocure.gov.in for downloading. The cost the Bid Document is INR 3500/ which is payable in the form of Cash/Demand Draft drawn on a scheduled bank in India in favour of HSCC (India) Ltd. payable at Delhi/Noida. Bidder may download the bid documents from the website and submit its bid online after logging in to their user ID. The bidders are required to be registered at HSCC e-tender portal www.tenderwizard.com/HSCC. Please log on to www.tenderwizard.com/HSCC only for uploading its bid on-line for participation through E-Tendering basis. For submission and other details, please refer HSCC e-tender portal www.tenderwizard.com/HSCC.
7. Bidder shall ensure that their bid(s), complete in all respects, are submitted online and desired hard copies in original dropped in the Tender Box located at HSCC (India) Ltd., E-6A, Sector-1, Noida, U.P.-201301 on or before the closing date and time indicated above, failing which the bid will be treated as late and rejected.

8. Bidder to quote for all the items mentioned in the package failing which the bid would be rejected.

9. In the event of any of the above mentioned dates being declared as a holiday /closed day for the purchase organization, the physical form of bids will be received/opened on the next working day at the appointed time. Bidders are requested to regularly visit website www.tenderwizard.com/HSCC, www.hsccltd.com, www.mea.gov.in or www.eprocure.gov for corrigendum/amendments etc., if any, as these there no separate advertisement for them.

Joint Secretary – (DPA-III)
SECTION - I

INSTRUCTIONS TO BIDDERS (ITB)

This bid document should be read in conjunction with the Press Tender Notice/Invitation for Bid, IFB No. HSCC/PUR/MEA - Myanmar/Equipment/2016-17/01 dated 31.01.2017, a copy of which is enclosed in this document and all clauses to be read in conjunction with any other instruction given else, where, in this document, on the same subject matter of the clause.

1. THE BIDDING DOCUMENTS:

CONTENT OF BIDDING DOCUMENTS:

1.1 The Goods required, bidding procedures and bid & contract terms are prescribed in this Bidding Document and includes (i) Annexure -A (ii) IFB, IFB (Details) (iii) Section I (ITB), (iv) Section II (GCC), (v) Section III (SCC), (vi) Section IV- Description & Specifications of Equipment, (vii) Section V - Formats for Bid Form and Price Schedule, Performance Statement Format, Contract Form, Manufacturer’s Self Authorisation form & Manufacturer’s Authorization forms, Technical Compliance, Bid Security Form, Performance Security Form, Affidavit (viii) Section VI - Consignee Receipt Certificate, Consignee Acceptance Certificate (ix) Section –VII - Schedule of Requirement (x) Section – VIII Check List and ECS Format.

1.2 The Bidders are expected to examine all instructions, terms & Conditions, specifications etc. of the Bid Document. Failure to furnish information required by Bid Document or submission of a Bid not in compliance to the Bid Document will be at the Bidder's risk and may result in rejection of its Bid.

1.3 COST OF BIDDING:

The Bidder shall bear all costs associated with the preparation and submission of its Bid, and Ministry of External Affairs, hereinafter referred to, as “The Purchaser” acting through M/s HSCC (I) Ltd., hereinafter referred to, as “Consultant” will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

2. CLARIFICATION IN BIDDING DOCUMENTS:

A prospective Bidder requiring any legitimate clarification of the Bidding Documents may notify the Purchaser in writing at the consultant mailing address indicated in the Invitation for Bids. The Purchaser will respond to any request for clarification of the Bidding Documents that it receives no later than fifteen (15 days) prior to the deadline for the submission of the bids. Purchaser response (including explanation of the query but without identifying the source of inquiry) will be displayed on the HSCC website www.tenderwizard.com/HSCC, www.hsccltd.co.in or www.mea.gov.in or www.eprocure.gov.in only.
3. AMENDMENT OF BIDDING DOCUMENTS:

3.1 At any time prior to the deadline for submission of Bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder modify the Bidding Document by amendment.

3.2 The amendment will be notified on the web-site www.tenderwizard.com/HSCC, www.hsccltd.co.in or www.mea.gov.in or www.eprocure.gov.in only.

3.3 In order to afford prospective Bidders reasonable time to take the amendment into account in preparing their Bids, the purchaser may, at its discretion, extent the deadline for the submission of Bids.

4. LANGUAGE OF BID:

4.1 The Bid prepared by the Bidder and all correspondence and documents relating to the Bid exchanged by the Bidder and the purchaser, shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language so long as it is accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Bid, the English translation shall govern.

5. DOCUMENTS COMPRISING THE BID:

The bids shall be submitted online for all necessary documents and in physical form (only the documents mentioned below) as mentioned below:
(i) Bid Document Fee & EMD ( both online and Physical form)
(ii) Techno-commercial Bid (un-priced bid) ( Online)
(iii) Price Bid (Only online)

Bidders are requested not to submit the hard copy of Price Bid along with the physical form of tender. In case the hard copy of price bid is submitted in physical form, the tender shall be straightway rejected. Also, uploading of the price bid in prequalification bid or technical bid will result in rejection of the tender

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

i) Bid Form
ii) Bid Security furnished in accordance with Clause 9 of ITB.
iii) Detailed technical specifications of items quoted, along with Catalogue / Literature fabrication drawings, make and model of the equipment offered with prices blanked (without indicating the prices).
iv) Statement of deviations parameter-wise from Tendered Commercial conditions.
v) Statement of deviations parameter-wise from tendered Technical specifications ( Compliance Statement ) if any.
vi) Authority Letter from manufacturer in case Bid is submitted by Indian Agents;
vii) Bidders to indicate Name and Address of their Bankers; and
viii) Audited balance sheets and Profit and loss statement for the last three completed years in original or a Photostat copy thereof.

ix) Documentary evidence established in accordance with Clause 7 of ITB that the Bidder is qualified to perform the contract if its Bid is accepted and clause 4 of SCC the minimum qualification criteria.

x) Performance statement along with the relevant copies or orders and the end user’s satisfaction certificates/installation certificate.

xi) Documentary evidence established in accordance with Clause 8 that the Goods and Ancillary to be supplied by the Bidder are eligible Goods and Services and conform to the Bidding Documents;

xii) Proof of payment of Bid Document Fee as per clause 9[B].

xiii) Affidavit

xiv) Documents as per the check list.

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

N.B.
1. All the pages of the bid document should be page numbered and indexed.
2. It is the responsibility of the bidder to go through the bid document to ensure furnishing all required document in addition to above, if any

6. **BID PRICE:**

6.1 (a) The Price bid for the package to commensurate with scope of supply indicated against the items of the package and should indicate all inclusive lump sum price offered for each equipment/store in a package including cost of the stores, freight, insurance, transit cum erection insurance, packing forwarding, VAT, Excise duty, Basic Custom Duty upon production of CDEC, Inspection/Inspection certificate charges (ISO certified inspection agencies), road permit costs etc. and including charges whatsoever applicable, for equipment delivery, installation and commissioning at the designated consignee place with all the men and material required for the same and including charges, for the standard comprehensive warranty (min of one year in case it is less than one year) service with spares with downtime not more than 1 week., The all inclusive lump sum price should be on CIP destination i.e 1. Sittwe General Hospital, Sittwe, Myanmar, for the above and inclusive of all charges stated herein above. The **all inclusive lump sum price needs to be accompanied by a statement indicating a clear “break up” of all inclusive lump sum price of its various components constituting it along with values/amount indicating against each of such components adding to arrive at all inclusive lump sum price.** The prices are to be kept valid for acceptance up to 180 days from the date of the opening of bids. No other charges in addition will be payable on any account over and above the lump sum price quoted. The prices
should be given both in figures and words. Offers with price variation clause will not be accepted, the rates quoted in ambiguous terms such as “freight on actual basis” or “taxes as applicable extra” or “packing forwarding extra” will render the bid liable for rejection. VAT, whichever applicable will be incorporated in the above all inclusive lump sum price. Custom duty exemption certificate, custom clearance and octroi exemption certificate will be issued/ arranged by MEA/ Government of Myanmar and price to be quoted accordingly.

Bidders in their own interest shall ascertain the eligibility of whatsoever concessions and exemptions eligible and applicable and shall advice the purchaser and quote accordingly. Bidders shall indicate the actual amount of Octroi, basic custom duty, custom clearance charges etc. which becomes otherwise payable in the extreme event of consignee not in a position to release certificates like CDEC, Octroi Exemption Certificate etc.

6.1(b) **Offer for Import Origin Goods**
Offers for Import origin goods shall clearly indicate firm, "All inclusive lump sum price" and giving its break up of as FOB (Free on Board), Insurance, CIP (Carriage and Insurance paid to, named placed of destination), local transportation and Insurance etc. and all other charges for services to be rendered as explained under offer for Indigenous goods. Customs handling & clearance, CDEC will be provided/ arrange by MEA/Government of Myanmar.

6.1 (c) The payments to both indigenous supplies as well as import supply shall not exceed the All Inclusive lump sum price.

6.2 The purchaser will evaluate Bids based on all inclusive lump sum prices quoted for each package.

6.3 Any variation in the Statutory Levies / Taxes/ Duties/ Cess or any new Levies/ Taxes/ Duties/ Cess on end product shall be payable at actual provided documentary evidence of the prevailing rate quoted at the date of submission of bid and changes at the time of actual supplies (within stipulated delivery period) is furnished.

6.4 The bidder shall bear all taxes / duties/ incidental charges for the parts replaced or supplied during the Warranty period.

6.5 Bidder in their own interest should quote separately for any Optional Items of the Technical Specifications. In case the Optional items of the Tender Specifications are not quoted explicitly, then the rate quoted shall be considered for the tendered main item and accordingly price comparison shall be done. No benefit shall be considered for inclusion of Optional Items in the Tendered Item.

7. **DOCUMENTS ESTABLISHING BIDDER’S ELIGIBILITY AND QUALIFICATION:**

7.1 The Bidder shall, furnish, as part of its Bid, documents establishing the Bidder’s qualifications to perform the contract if its Bid is accepted.
7.2 The documentary evidence of the Bidder’s qualifications to perform the contract if its Bid is accepted, shall establish to the Purchaser's satisfaction:

a) that, in the case of a Bidder offering to supply Goods of import origin under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorised by the Goods manufacturer or producer to supply the Goods. Manufacturers to quote themselves or through their Indian Agent duly authorised by them. In this regard, the Bidder should submit an Authority Letter from their manufacturers.

In case of a Item of package comprising group of items, then Bidder may give Manufacturer's authorisation for main equipment from the Principals and other equipment from other manufacturer’s of his choice (indigenous/ imported) for which Bidder shall submit Manufacturer’s Authorization as per the format given in the bid document.

b) The Purchaser will determine to his satisfaction whether the Bidder selected is qualified as per requirement of minimum qualifying criteria to satisfactorily perform the contract;

c) The determination will take into account the Bidder’s financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder’s qualifications submitted by the Bidder as well as such other information as the Purchaser deems necessary and appropriate;

Notwithstanding anything stated above, the Purchaser reserves the right to assess the capability and capacity of the Bidder to perform the contract, should the circumstances warrant such as assessment in the overall interest of the Purchaser.

8. **DOCUMENT ESTABLISHING GOODS’ ELIGIBILITY AND CONFORMITY TO BIDDING DOCUMENTS:**

8.1 The Bidder shall furnish, as part of its Bid, documents establishing the eligibility and conformity to the Bidding Documents of all Goods and services that the Bidder proposes to supply under the contract.

8.2 The documentary conforming evidence of the Goods' and Services' conforming to the Bidding Documents may be in the form of literature, drawings and data, and shall comprise of:

a) a detailed description of the Goods essential technical and performance characteristics;
b) a clause-by-clause commentary on the Purchaser's technical specifications demonstrating the Goods and Services substantial responsiveness to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.

8.3 For purpose of the commentary to be furnished pursuant to clause 8.2(b) above, the Bidder shall note that standards for workmanship, material and equipment, and reference to brand names or equipment, and reference to brand names or catalogue numbers designated by the Purchaser in its Technical Specification are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalogue numbers in its Bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions are substantially equivalent or superior to those desired & designated in the Technical Specification.

9. **BID SECURITY**

8.1 The Bidder shall furnish, as part of its Bid, Security as indicated in Invitation for Bids (IFB) Table - A/ Press Tender Notice, in a separate single sealed envelope and shall be marked as given under clause 12.0 of this ITB.

The bidders who are currently registered and, also, will continue to remain registered during the tender validity period with National Small Industries Corporation, New Delhi for the specific goods as per bid enquiry specification shall be eligible for exemption from EMD. Vague stipulations in the Registration Certificate such as “to customers’ specification” etc. will not be acceptable for exemption from furnishing of earnest money. In case the bidder falls in these categories, it should furnish copy of its valid registration details (with NSIC, as the case may be).

9.2 The Bid Security is required to protect the Purchaser against the risk of Bidder's conduct, which would warrant the security's forfeiture, pursuant to para 9.7.

9.3 The Bid Security shall be in the form of a demand Draft drawn in favour of “HSCC (I) Ltd., payable at New Delhi from a Nationalised/Scheduled bank. Bid Security can also be in the form of Bank Guarantee drawn in favour of HSCC (I) Ltd., E-6(A), Sector -1, Noida. Bid Security shall remain valid for a period of 45 days beyond the bid validity period from date of initial bid opening. EMD/Bid Security Form Format has been enclosed.

9.4 Any Bid not secured in accordance with paras 9.1 to 9.3 will be rejected by the purchaser as non-responsive pursuant to Clause 17 and following which both the techno-commercial & price bid will be treated as invalid.

9.5 Unsuccessful Bidder's Bid Security will be discharged/returned as promptly as possible but not later than 30 days after the expiration of the period of Bid Validity prescribed by, clause 10.

9.6 The successful Bidder's Bid Security will be discharged upon the Bidders furnishing the performance Security, pursuant to Clause 23 & 24.

9.7 The Bid Security may be forfeited:
a) if a Bidder withdraws or modifies its Bid during the period of Bid validity; or

b) in the case of a successful Bidder, if the Bidder fails:
   i) to sign the contract in accordance with Clause 23;
   ii) to furnish Performance Security in accordance with Clause 24.
   iii) if the bidder does not accept an error correction pursuant to clause 17.2

9.8 No interest will be payable by the Purchaser on the Bid Security.

9 [B] Bid Document Fee:

Bid Document Fee is Rs.3500/-. Bid Document Fee paid is non-refundable and the Bid Documents are non-transferable. Bidders will deposit the Bid Document Fee at HSCC office at Noida. Fee can be deposited either in cash or through crossed account payee Demand Draft drawn in favour of HSCC (I) Ltd. drawn on any nationalized/Scheduled bank payable at NOIDA/New Delhi, before date & time of submission of bid. The Bids will not be accepted without proof of payment of the Bid Document Fee.

A bidder can quote for one or more packages by paying just once for the bid document fee of Rs.3500/-. However, separate bid shall be submitted for each package.

Foreign eligible Bidder is allowed to submit bid document fee and Bid Security (as per ITB clause 9) in any freely convertible foreign currency of equivalent amount asked in the aforesaid bid document.

The bidder can contact Consultant, for any clarification in the matter.

10. PERIOD OF VALIDITY OF BIDS:

10.1 Bids shall remain valid for 180 days after the date of Bid opening prescribed by the Purchaser, pursuant to Clause 13. A Bid expressed to be valid for a shorter period may be rejected by the Purchaser as non-responsive.

10.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing or by cable. The Bid Security provided under Clause 9 shall also be extended suitably. A Bidder may refuse the request without forfeiting its Bid Security.

A bidder granting the request will not be required nor permitted to modify its bid.
11. **PREPARATION AND SIGNING OF BID:**

11.1 The bidders shall submit their bid as per the instructions contained in ITB Clause 5.

11.2 The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or persons duly authorised to bind the Bidder to the contract. The letter of authorisation shall be indicated by written power-of-attorney accompanying the Bid. All the pages of the Bid must be page numbered, initialled and stamped by the person or persons signing the Bid.

11.3 The Bid shall contain no inter-lineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the Bid.

12. **SUBMISSION OF BIDS:**

The bid shall be submitted online and in physical form (except price bid) in three parts/covers as mentioned below:

(i) Tender Fee and EMD (Both online and physical)

(ii) Pre-qualification and Technical compliance as per following documents (online):
   a) Manufacturer's authorization in case bid is submitted by an Indian agent (A declaration must be attached here in case directly quoted by a manufacturer or a document establishing the relation of the Indian office with the manufacturer in case quoted by Indian office of the manufacturer).
   b) Bid Form as per section V.
   c) Copy of PAN.
   d) Certificate of Incorporation/Declaration being a proprietary firm.
   e) Annual report of last 3 years (Balance sheet and Profit & Loss Account)
   f) Name, address and details of account with respect to bidder and/or beneficiary of L/C.
   g) Performance statement along with required PO copies and its corresponding end user's satisfactory performance/installation certificate as per section V.
   h) Affidavit as per Section V.
   i) Technical Bid along with clause-by-clause technical compliance statement for the quoted goods vis-à-vis the Technical specifications in the tender enquiry

(iii) Price Bid (Only online).

Bidders are requested not to submit the hard copy of Price Bid along with the physical form of bid. Uploading of the price bid in prequalification bid or technical bid will result in rejection of the tender.

Unless otherwise specified, the bidders are to submit its tender online and deposit the physical form of tenders in the tender box kept for this purpose at HSCC (India) Ltd., E-6A, Sector-1, Noida-201301, (UP).
13. **DEADLINE FOR SUBMISSION OF BIDS i.e. TECHNOCOMMERCIAL BID (UNPRICED) AND PRICE BID INCLUDING BID SECURITY**

13.1 As indicated in the Press Tender Notice/IFB.

13.2 Bids must be submitted as per the instruction given in ITB 5 on the specified date and time as mentioned in the bid document. In the event of due date being declared a closed holiday then the due date for submission of Bids and the opening of Bids will be the following working day at the appointed time.

13.3 The Purchaser may at its discretion extend this deadline for the submission of Bids by amending the Bidding Documents in accordance with clause 3, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

14. **LATE BIDS & MODIFICATIONS/withdrawal of BIDS**

14.1 Any Bid received by the Purchaser after the deadline for submission of Bids prescribed by the purchaser, pursuant to clause 13 will be rejected.

14.2 The Bidder may modify or withdraw its bid after the bid's submission provided that written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of bids.

14.3 The Bidder’s modification or withdrawal notice shall be prepared, sealed & signed, marked and submitted in accordance with the provisions of ITB Clause 12. A withdrawal (but not modification) notice may also be sent by cable or fax but followed by a signed confirmation copy, post marked not later than the deadline for submission of bids.

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

14.5 No bid may be withdrawn or modified in the interval between the deadline for submission of bids and the expiry of the period of bid validity withdrawal or modification of a bid during this interval may result in the Bidder’s forfeiture of its security, pursuant to ITB Clause 9.7.

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

15.1 The Purchaser will open the Techno-commercial bid only, in the presence of Bidder's representatives who choose to attend, in the HSCC office, on the due date and time as mentioned in the IFB. The Bidder's representatives who are present shall, sign a register evidencing their attendance. The Bidders’ representatives shall furnish letter of Authority as per bidding document format from their principals to attend the Bid opening.
15.2 The Bidders’ names, the presence or absence of the requisite Bid Security and such other details in brief as the Purchaser, at its discretion, may consider appropriate will be announced at the bid opening.

15.3 Price Bid of bidders whose offers (Techno-commercial bid) are found technically and commercially suitable and comply with the Bid will only be opened on a date to be intimated later to these bidders.

15.4 Bids that are not opened and read out at bid opening shall not be considered further for evaluation irrespective of the circumstances. Withdrawn bids shall be returned unopened to the bidders.

15.5 Non-submission of Bid Security & Bid document fee by any bidder will render the bidder invalid and such bidder’s bid will not be opened.

However the bidders who are currently registered and, also, will continue to remain registered during the tender validity period with National Small Industries Corporation, New Delhi for the specific goods as per bid enquiry specification shall be eligible for exemption from EMD. Vague stipulations in the Registration Certificate such as “to customers’ specification” etc. will not be acceptable for exemption from furnishing of earnest money. In case the bidder falls in these categories, it should furnish copy of its valid registration details (with NSIC, as the case may be).

16. CLARIFICATION OF BIDS:

16.1 To assist in the examination, evaluation and comparison of Bids the Purchaser may, at its discretion, ask the Bidder for a clarification of its Bid.

16.2 Clarifications sought & reply received to be all in writing, no change in price or substance of Bid permitted.

17. PRELIMINARY EXAMINATION:

17.1 The Purchaser will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, stamped and whether the Bids are generally in order.

17.2 Arithmetical errors will be rectified on the following basis: - If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected (unless in the opinion of the purchaser there is an obvious error in the unit rate, in which case the total price against item would prevail and unit rate shall be corrected accordingly). If the supplier does not accept the correction of the errors, its Bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.

17.3 The Purchaser may waive any minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiver does not prejudice or offers the relative ranking of any Bidder.
17.4 Prior to the detailed evaluation, pursuant to ITB Clause 18, the Purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Without prejudice to the generality of the foregoing deviations from or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 6) Warranty (GCC Clause 26), Force Majeure (GCC Clause 17), Applicable law (GCC Clause 22) and Taxes & Duties (GCC Clause 24) will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself.

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

17.5 In normal circumstances if a bid is not substantially responsive, it will be rejected by the purchaser.

18. EVALUATION AND COMPARISON OF BIDS:

18.1 The Purchaser will evaluate and compare the Bids on the basis of techno-commercial evaluations followed by price bid evaluation.

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.

In exercise of powers conferred in section 11 of the Micro, Small and Medium Enterprises Development (MSMED) Act 2006, the Government has notified a new Public Procurement Policy for Micro & Small enterprises effective from 1st April 2012. The policy mandates that 20% of procurement of annual requirement of goods and services by all Central Ministries/Public Sector Undertakings will be from the micro and small enterprises. The Government has also earmarked a sub-target of 4% procurement of goods & services from MSEs owned by SC/ST entrepreneurs out of above said 20% quantity.

In accordance with the above said notification, the participating Micro and Small Enterprises (MSEs) in a tender, quoting price within the band of L 1+15% would also be allowed to supply a portion of the requirement by bringing down their price to the L1 price, in a situation where L1 price is from someone other than on MSE. Such MSEs would be allowed to supply up to 20% of the total tendered value. In case there are more than one such eligible MSE, the 20% supply will be shared equally. Out of 20% of the quantity earmarked for supply from MSEs, 4% quantity is earmarked for procurement from MSEs owned by SC/ST entrepreneurs. However, in the event of failure of such MSEs to participate in the tender process or meet the tender requirements and the L1 price, the 4% quantity earmarked for MSEs owned by SC/ST entrepreneurs will be met from other participating MSEs.

The MSEs fulfilling the prescribed eligibility criteria and participating in the tender shall enclose with their tender a copy of their valid registration certificate with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir board or national Small Industries Corporation or any other
19. **CONTACTING THE PURCHASER:**

19.1 Subject to Clause 16, no Bidder shall contact the Purchaser on any matter relating to its Bid from the time of the Bid opening to the time the contract is awarded.

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

20. **AWARD OF CONTRACT:**

20.1 **AWARD CRITERIA:**

Subject to Clause 22, the Purchaser will award the contract to the successful Bidder whose Bid has been determined to be techno commercially acceptable and lowest, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

21. **PURCHASER'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD:**

The Purchaser reserves the right at the time of award of contract to increase/decrease the total quantity of Goods and services for which bids have been invited by up to 25% of their value (rounded to the next whole number).

22. **PURCHASER'S RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS:**

The Purchaser reserves the right to accept or reject any Bid and annul the Bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds of the purchaser's action. The purchaser is not bound to accept the lowest or any bid.

23. **NOTIFICATION OF AWARD AND SIGNING OF CONTRACT:**

23.1 Prior to the expiry of the period of Bid validity, the Purchaser will notify the successful Bidder by registered post/speed post/courier/fax that its Bid has been accepted by enclosing detailed order copy in duplicate. This will constitute the formation of the contract and date of the contract shall be the date of each notification.

23.2 Upon the successful Bidder's returning back one copy of the order within 10 days duly stamped and signed as token of acceptance of the order on the said laid out terms and conditions and also furnishing to Performance Security i.e. Security Deposit pursuant to Clause 24, the Purchaser will promptly discharge Bid Security of
successful bidder, pursuant to Clause 9, and also discharge Bid Security of unsuccessful bidders, pursuant to clauses 9.5.

24. **PERFORMANCE SECURITY:**

24.1 Within 10 days of the date of notification under Clause 23.1 the Successful Bidder shall furnish the Performance Security/Security Deposit for 10% of the contract price in the form of a Demand Draft/ Bank Guarantee drawn in favour of HSCC (India) (I) Ltd. payable at Noida or New Delhi from a Nationalised/Scheduled bank.

24.2 Failure of the successful Bidder to comply with the requirement of Clause 23 and Clause 24 shall constitute sufficient grounds for the annulment of the award and the Contract and forfeiture of the Bid Security, and in such event the Purchaser may go for re-tendering.

25. **LOCAL CONDITIONS:**

It will be imperative on each Bidder to fully acquaint himself of all the local conditions and factors that would have any effect on the performance of the contract and cost of the Goods. The Purchaser shall not entertain any request for clarifications from the Bidder regarding such local conditions. No request for the change of price, or time schedule of delivery of Goods shall be entertained after the Purchaser accepts the Bid.

Joint Secretary – (DPA-III)
SECTION - II

GENERAL CONDITIONS OF CONTRACT (G.C.C.)

1. DEFINITIONS:

1.1 In this contract, the following terms (whether or not spelled with an initial capital letter) shall unless the context otherwise requires be interpreted as indicated.

(a) "The contract" (or "this contract") means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein and includes the Instructions to Bidders (ITB).

(b) "The Contract Price/All inclusive lump sum Price" means the price payable to the supplier under the contract for the full and proper performance of its contractual obligations;

(c) "The Goods" means all of the equipment, machinery, and/or other materials, which the Supplier is required to supply to the Purchaser under the contract;

(d) "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services;

(e) "The Purchaser" means the organisation purchasing the Goods i.e., Ministry of External Affairs, Government of India, South Block, New Delhi acting through their Consultants HSCC (I) Ltd.

(f) "Consultant" shall mean M/S. HSCC (INDIA) LTD, having its Corporate Office at E-6(A), Sector-1, Noida (U.P.)-201301 and registered at 205, East End Plaza, Plot No.-4, D.D.A.- L.S.C., Center-II, Vasundhra Enclave, Delhi- 110 096

(g) "The Supplier" means the individual or firm supplying the Goods and services under this contract;

(g) "Consignee" means where the Goods are required to be delivered at the destination, i.e. 1. Yangon Children Hospital, Yangon Myanmar and 2. Sittwe General Hospital, Sittwe, Myanmar

2. APPLICATION:

2.1 These General "Conditions" shall apply to the extent that provisions in other parts of contract do not supersede them.

3. STANDARDS:

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

4. **USE OF CONTRACT DOCUMENTS AND INFORMATION:**

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

4.2 The Supplier shall not, without the Purchaser’s prior written consent, make use of any documents or information enumerated in para 4.1 except for purposes of performing the contract.

4.3 Any document, other than the contract itself enumerated in para 4.1 shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier’s performance under the contract if so required by the Purchaser.

5. **PATENT RIGHTS:**

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

6. **CONTRACT PERFORMANCE SECURITY (SECURITY DEPOSIT):**

6.1 Within 10 days after the Supplier’s receipt of award notification and order copies of the contract, the Supplier shall furnish performance Security to the Purchaser in the amount specified (IFB) in the document.

6.2 The Performance Security as deposited by the supplier shall be used by the purchaser as compensation for any loss or any dues recoverable from the supplier (including liquidated damages where applicable) resulting from the Supplier’s failure to complete its obligations under the contract. The Purchaser may retain the whole or such part of it as it considers to be sufficient compensation for such loss. In such an event the balance amount (if any) shall be returned to the supplier not later than the expiry of the period stated in clause 6.3.

6.2 The Performance Security unless deposited under GCC clause 6.2 will be discharged by the purchaser not later than 30 days following the date of completion of the suppliers performance obligations, including the warranty obligations under the contract.
7. **INSPECTION & TESTS:**

7.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the contract. The Special Conditions of Contract and/or the Technical Specifications specify what inspection and tests the Purchaser requires and where they are to be conducted then such specification shall be complied with for the Goods to which it applies. The Purchaser shall notify the Supplier in writing of the identity of any representative retained for these purposes.

7.2 The inspection and tests may be conducted on the premises of the Supplier or its Sub-Supplier(s) at point of deliver and/or at the Goods' final destination. Where conducted on the premises of the Supplier or its Sub-Supplier(s), all reasonable facilities and assistance including access to drawings and production data - shall be furnished to the inspectors at no charge to the Purchaser.

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

7.4 The Purchaser's right to inspect, test and where necessary reject the Goods after the Goods' delivery to the Consignee shall in no way be limited or waited by reasons of the Goods having previously been inspected, tested and passed by the Purchaser or his representative prior to the Goods, shipment.

7.5 Goods accepted by the purchaser/consignee and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute purchaser's/consignee's right to reject the same later, if found deficient in terms of the warranty clause of the contract, as incorporated under GCC clause 26.

7.6 Principal/ foreign supplier shall also have the equipment inspected by recognized/reputed agency like SGS, Loyd or equivalent (acceptable to the Purchaser) prior to dispatch at the supplier's cost and furnish necessary certificate from the said agency in support of their claim.

Nothing in Clause 7 shall in anyway release the Supplier from any warranty or other obligations under this contract.

8. **PACKING:**

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

8.2 The packing marking shall show the description of quantity of contents, the name of the consignee and address, the gross weight of the packages, the name of the
supplier with a distinctive number of mark sufficient for purposes of identification. Each package shall contain:

(a) a packaging note quoting the name of the purchaser
(b) the number and date of order
(c) nomenclature of the goods
(d) schedule of parts for each complete equipment giving part number with reference to assembly

8.3 Not withstanding anything stated in this clause, the supplier shall be entirely responsible for loss, damage, deterioration, and depreciation of the goods due to faulty protective & insecure packing and shall arrange for prompt replacement.

9. DELIVERY and INSTALLATION:

9.1 Delivery and Installation of the Goods upto the site shall be made by the Supplier as per following from the date of placement of order or from the date of establishment of Letter of credit in favour of principals in case of imported origin Goods unless specified in IFB:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Package No</th>
<th>Time Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1 to 4</td>
<td>3 months</td>
</tr>
</tbody>
</table>

In case spare parts and tools are also ordered with the Goods, the Bidder will undertake to offer spare parts and tools for delivery along with the main Goods only and not before. The name of consignee is: Sittwe General Hospital, Sittwe.

10. INSURANCE:

10.1 The Goods supplied under the contract shall be fully insured including transit insurance against various risks as required or approved by the Purchaser arising out of transportation, storage, delivery, erection, installation, testing and commissioning at his cost up to delivery and installation at site. Insurance policy shall be valid upto date of Installation and commissioning of equipment. Proof of Insurance shall be made available before issuance of dispatch clearance.

10.3 For delivery of goods at site, the insurance shall be obtained by the supplier in an amount equal to 110% of the value of the goods from "Ware house to ware house" (final destination designated consignee place) on "all risks" basis including war, risks, strikes, erection, storage etc. In any event the Goods are at the suppliers risk until delivery, Installation & Commissioning at designated consignee place. The claimant of the insurance shall be HSCC (I) Ltd., Noida.

11. TRANSPORTATION:

To be arranged by the supplier up to consignee duly insured as per clause 10.
12. **PAYMENT:**

Both for Indian origin goods and for import origin goods. To be read in conjunction with clause 6.0 of ITB.

12.1 The Supplier’s request (s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing as appropriate, the Goods delivered and Services performed and by shipping documents, such Goods to be duly certified and wherever applicable supported with documentary evidence in support there of Satisfactory installation duly certified by authorized personnel of 1. Yangon Children Hospital, Yangon Myanmar and 2. Sittwe General Hospital, Sittwe./MEA authorities shall accompany for release of balance payment.

12.2 **FOR INDIGENOUS GOODS & IMPORTED ORIGIN GOODS QUOTED IN INDIAN RUPEES:**

Both, for Indian origin goods quoted directly by Indian manufactures only as well as for imported origin goods quoted in Indian Rupees by Indian Agents duly authorized by foreign manufacturer as per tender conditions. To be read in conjunction with clause 6.0 of ITB.

i) **70% of the invoice value** will be made within 30 days as per provisions in Clause GCC 15 on receipt of following necessary documents:

2). Quality & Quantity Certificate.
3). Packing List.
5). Warranty Certificate.
6). Copy of Airway Bill/Bill of Lading (in case of imported goods).
7). Copy of Bill of Entry (in case of imported goods).
8). Insurance certificate valid up to installation & commissioning of equipment at site
9). Inspection certificate for the dispatched equipments issued by recognized/reputed agency like SGS, Lloyd or equivalent (acceptable to the Purchaser) prior to dispatch.
10). Invoice.
11). Dispatch Clearance Certificate of MEA/HSCC.
12). Transportation Invoice.

ii) **Balance 30% payment** subjected to clause 6.1 of ITB will be released within 30 days, upon receipt of consignee receipt certificate and Consignee Acceptance Certificate (as per the format attached with the bid) from Medical Superintendent of 1. Yangon Children Hospital, Yangon Myanmar and 2. Sittwe General Hospital, Sittwe. Invoice as per provisions in Clause GCC 15.

All such Invoices/Certificates/Reports as mentioned above shall be addressed as: **Ministry of External Affairs, Government of India, South Block, New Delhi through HSCC (I) Ltd., Noida**
12.3 **FOR IMPORT ORIGIN GOODS:**

Payment will be made by opening of Irrevocable Letter of Credit (LC) in favour of the Foreign manufacturer, covering 100% of the Net FOB value of the equipment with the condition of remittance of **70% of net FOB value + Freight & Insurance charges** through LC on shipment and on submission of the following necessary documents from foreign manufacturer:

1) Country of Origin Certificate
2) Quality & Quantity Certificate
3) Packing List
4) Internal Factory Inspection Report
5) Warranty Certificate
6) Airway Bill/Bill of Lading
7) Insurance certificate valid up to installation & commissioning of equipment at site
9) Inspection certificate for the dispatched equipments issued by recognized/reputed agency like SGS, Lloyd or equivalent (acceptable to the Purchaser) prior to dispatch
10) Invoice of LC amount
11) Dispatch Clearance Certificate of MEA/HSCC

**Balance 30% payment** subjected to clause 6.1 of ITB will be released within 30 days, upon receipt of consignee receipt certificate and Consignee Acceptance Certificate (as per the format attached with the bid) from Medical Superintendent of 1. Yangon Children Hospital, Yangon Myanmar and 2. Sittwe General Hospital, Sittwe. Invoice as per provisions in Clause GCC 15

For equipment quoted in foreign currency, payment shall be made through LC at an exchange rate prevailing on the date of negotiation of LC. The LC will be opened by the HSCC (I) Ltd. through its accredited bank.

**Indian Agency Commission** along with other charges (wherever applicable) towards turnkey activities, local transportation, installation etc. shall be released within 30 days upon after receipt of following necessary documents:

1). Satisfactory Installation & Commissioning Certificate and Consignee Receipt Certificate from Medical Superintendent of 1. Yangon Children Hospital, Yangon Myanmar and 2. Sittwe General Hospital, Sittwe/MEA
2). Transportation Invoice
3). Bill of Entry
4). Invoice
5). Warranty Certificate

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

**Ministry of External Affairs, Government of India, South Block, New Delhi through HSCC (I) Ltd., Noida**

Indian Agency Commission shall be paid considering the exchange rate prevailing on the date of placement of Order/Notification of Award.

12.4 The stores (both Indian & Import origin goods) should be dispatched only after the equipment inspected by recognized/reputed agency like SGS, Lloyd or equivalent
(acceptable to the Purchaser) prior to dispatch at the supplier's cost and furnish necessary certificate from the said agency in support of their claim.

To enable MEA/HSCC to issue Dispatch Clearance Certificate, supplier/manufacture is to furnish following documents:

2. Quality & Quantity Certificate
3. Packing List
4. Internal Factory Inspection Report
5. Warranty Certificate
6. Inspection certificate for the dispatched equipments issued by recognized/reputed agency like SGS, Lloyd or equivalent (acceptable to the Purchaser) prior to dispatch.

All such Certificates/Reports as mentioned above shall be addressed as: Ministry of External Affairs, Government of India, South Block, New Delhi through HSCC (I) Ltd., Noida

After scrutiny, if the documents found in order, Dispatch Clearance Certificate shall be issued to the supplier.

No goods (both Indians & Import origin goods) shall be dispatched before issue of Dispatch Clearance Certificate by MEA/HSCC.

12.5 Payment for turnkey activities, local supplies, local transportation, Installation etc. (wherever applicable) shall be released as per Clause GCC 12.3

13. PRICES:

13.1 Prices charged by the Supplier for Goods delivered and Services performed under the contract shall not vary from the prices quoted by the Supplier in its Bid.

13.2 In receipt of offer in foreign currency, the exchange rate prevailing on the date of opening of bid (Techno Commercial bid) shall be taken for comparison of bid prices.

14. DELAYS IN THE SUPPLIER'S PERFORMANCE:

14.1 The time and the date specified in the Contract for the delivery and installation commissioning & training of the Goods shall be deemed to be the essence of the Contract.

14.2 Delivery, installation and commissioning & training of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser.

14.3 An unexcused delay by the Supplier in the performance of its delivery, installation & commissioning Training obligations and performance of Services shall render the Supplier liable to any or all of the following sanctions, forfeiture of its Performance Security in accordance with Clause 6.2, imposition of liquidated damages and/or termination of the Contract for default.
14.4 If at any time during performance of the Contract, the Supplier or its sub-Supplier(s) should encounter conditions impending timely delivery of the Goods and performance of the Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice the Purchaser shall evaluate the situation and may at its discretion extend the supplier's time for performance by such period as the purchaser may think fit and shall in the case of Force Majeure extend such time by such period as the Purchaser shall consider fair and reasonable. Clause 14.1 stands extended to include this.

15. **LIQUIDATED DAMAGES:**

15.1 Subject to force majeure, if the Supplier fails to deliver, install and commission & training any or all of the Goods or perform the Services within the time period(s) specified in the Contract and during the warranty period the Purchaser shall, without prejudice to its other remedies under the Contract or extended under clause 14.3, deduct from the Contract price, as Liquidated Damages, a sum equivalent to 1.0% of the price of the delayed Goods or unperformed Services for each week of delay until actual delivery or performance, up to a maximum deduction of 10% of the value of the delayed portion of work. Once the maximum is reached, the Purchaser may consider termination of contract.

16. **TERMINATION FOR DEFAULT:**

16.1 The Purchaser may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, terminate the Contract in whole or in part.

(i) If the Supplier fails to deliver any or all of the Goods within the time period(s) specified in the Contract, or any extension thereof granted by the purchaser pursuant to Clause 14, or

(ii) If the Supplier fails to perform any other obligation(s) under the Contract.

(iii) If the supplier, in the judgment of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause

"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.

"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 Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprived the Borrower of the benefits of free and open competition.

16.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to para 16.1, and without prejudice to the Purchaser's other remedies, the Purchaser
may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered or unperformed and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods. However, the Supplier shall continue performance of the Contract to the extent not terminate.

17. **FORCE MAJEURE:**

17.1 Notwithstanding the provisions of Clauses 6,14,15,16, the Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

17.2 For purposes of this clause and clauses 14.3, 15.1 & 17.3 "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault of negligence and not foreseeable. Such events may include but are not restricted to, acts of the Purchaser either in its sovereign or contractual capacity, wars or sovereign or contractual capacity wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

17.3 If a Force Majeure situation arises, the supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

17.4 In case of Force Majeure event the purchaser is unable to 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. In such event, supplier shall not raise any claim against the Purchaser.

18. **TERMINATION FOR INSOLVENCY:**

18.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, without compensation to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent (which events shall of themselves be a breach of the contract on the part of the supplier), provided such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

19. **TERMINATION FOR CONVENIENCE:**

19.1 The Purchaser may, by written notice sent to the Supplier, terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser’s convenience, the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective.
19.2 The goods that are complete and ready for shipment within 20 days after the Supplier's receipt of notice of termination shall be purchased by the Purchaser at the Contract terms and prices. For remaining Goods the Purchaser may elect:

(a) To have any portion completed and delivered at the Contract terms and prices; and/or

(b) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

20. **RESOLUTION OF DISPUTE**

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

20.2 If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute either party may require that the dispute be referred for resolution to the Indian Arbitration by Indian Council of Arbitration in accordance with the Arbitration & Reconciliation Act 1996 with latest amendments if any.

20.3 Venue of Arbitration shall be at **New Delhi**.

20.4 The language of the Arbitral proceedings shall be English.

21. **GOVERNING LANGUAGE:**

21.1 The Contract shall be written in the language of the Bid (English Language) as specified by the Purchaser. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in that same language.

22. **APPLICABLE LAW:**

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

23. **NOTICES:**

23.1 Any notice given by one party to the other pursuant to the contract shall be sent in writing or by telegram or cable and confirmed in writing to the address specified for that purpose in the Special Conditions of Contract.

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

24. **TAXES AND DUTIES:**
24.1 Supplier shall be entirely responsible for all taxes, duties, license fees etc. incurred until delivery of the contracted Goods to the Purchaser.

25. The Bid Security of successful bidders will be released after receipt of contract performance security and contract formation under clause of 23.1 of ITB.

26. **WARRANTY (For Equipment, Accessories, Software & Hardware):**

26.1 The supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent of current models and incorporate all recent improvements in design and materials **both in Hardware and Software**, unless otherwise provided in the Contract. The supplier further warrants that the Goods supplied under this Contract shall have no defect arising from design, materials or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevalent in India.

26.2 This warranty shall remain valid (subject to clause 26.4) for minimum 12 months after the Goods have been satisfactorily installed & commissioned as duly certified by the appropriate authority, whichever is earlier. The comprehensive Warranty shall include free services and free provision of spares. It shall be the responsibility of supplier (or their principal) to ensure all consumables/reagents/necessary spares are available continuously without interruption.

26.3 The Purchaser shall promptly notify the supplier in writing of any claim arising under this warranty.

26.4 Upon receipt of such notice, the supplier shall, with all reasonable speed, repair or replace the defective Goods or parts thereof, free of cost at the site. The Supplier shall take the replaced parts/goods at the time of their replacement. No claim whatsoever shall lie on the purchaser for the replaced parts thereafter. The warranty period will stand extended accordingly. The supplier shall ensure a minimum uptime guarantee of 95% for the equipment.

26.5 If the Supplier having been notified fails to remedy the defect (s) within a reasonable period, the purchaser may proceed to take such remedial action as may be necessary, at the Supplier’s risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract or in Law.

26.6 The Purchaser reserves the right to reject any set of equipment found defective within 30 days after the date of acceptance of equipment. The cost towards replacement will have to be borne by the supplier.

26.8 Nothing in this clause 26 shall affect the Purchaser’s other rights under the Contract or in Law.

27 **INSPECTION & TEST PROCEDURES:**

(i) The Stores will be inspected at MEA/HSCC’s sole discretion before packing at the manufacturer’s premises and on receipt at site by MEA/HSCC nominated representatives. The decision of MEA/HSCC (I) Ltd. in the matter of acceptability of the
stores will be final and binding. In case MEA/HSCC desires, the
demonstration/inspection and trials/testing will have to be got conducted at site at no
extra cost.

28 **SUPPLY, INSTALLATION AND COMMISSIONING AND WARRANTY SERVICING: (IN RESPECT OF EQUIPMENTS)**

The Supply, Installation and Commissioning of the equipment & trial run have to be done at
site by the supplier/or his authorised agent. No additional charges for installation and
commissioning will be paid. The Supplier and Indian agent shall be liable for this service for
goods of import origin.

29 **TRAINING:**

Free demonstration, operational and maintenance training will have to be provided at the site
of installation to the assigned personnel, during trial period.

For high end equipment like CT Scan and MRI training and hand holding should be provided
for radiologists and technicians for a period of 3 months onsite at the expense of supplier
and the supplier has to depute its technical person onsite for three months for the above
purpose.

30 **MANUALS:**

The Supplier has to provide **three sets (two in hard copy and one in CD)** of operation
manuals and maintenance manuals along with each equipment to each consignee and one
set of Operation & Maintenance Manual is to be provided to Purchaser while claiming 70% payment. The maintenance manual should give details up to component level and the
faultfinding procedure with detailed illustrations.

31 **JURISDICTION:**

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

**Special Note: (Forming part of SCC).**

i) MEA/HSCC is not bound to accept the lowest tender or any tender or to assign any
reasons for non-acceptance.

ii) MEA/HSCC reserves right of selection of equipment without restrictions to price
factor alone.

iii) Deleted

Joint Secretary – (DPA-III)
SECTION – III

SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever, there is a conflict, the provisions herein shall prevail over the General Conditions of Contract.

1. The Performance Security unless deposited under GCC Clause 6.2 will be discharged by the purchaser not later 30 days following the date of completion of the supplier’s performance obligations, including the Warranty obligations under the contract.

2. Insurance: For delivery of goods at site, the insurance including transit and installation & commissioning insurance shall be obtained by the supplier in an amount equal to 110% of the value of the goods from “warehouse to warehouse” (final destination – designated consignee place ) on “all risks” basis including war, risks, strikes, erection, storage etc. In any event the Goods are at the Supplier’s risk until delivery and installation & commissioning at site.

3. For Import origin goods quoted, the Supplier or the Indian agent shall have to arrange at his own cost for all import/custom clearance handling formalities. Purchaser upon advance notice from supplier shall only provide the CDEC (Custom Duty Exemption Certificate), Octroi Exemption Certificate, etc. wherever required.

4. A. Minimum Qualification Criteria (For Equipment):

Qualifying Minimum Requirements:
(To be supported with documentary evidence strictly as per instructions given as foot-note under Proforma for Performance Statement)

i) Bidder should be a regular manufacturer or an authorised Indian agent for the type of stores offered.

ii) An authorised Indian agent could be for (a) an imported origin equipment duly authorized by the foreign principal quoting through the Indian agent (b) Sole selling Agent duly authored by the Manufacturer for Indian origin equipment.

iii) Indigenous Manufacturers to quote themselves or through their Sole selling Agent duly authored by them.

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

iv) For Package 1 to 4: Bidders or the Manufacturer represented by him should have in the past 5 years from the date of bid opening, satisfactory executed for the package items offered, at least one single order of like nature of item and quantity not less than 25% or two single order of 12.5% of quantity of package item offered by bidder.

The bidders shall furnish “End User Certificates/Client Certificates “indicating contact details i.e. name of person, phone/fax/mobile nos. etc. End User Certificates/Client
Certificates should be for those Purchase Order only for which Copies are submitted by the bidder.

B. Other eligibility requirements:
   i) Bidder should have a present installed capacity/sales capacity to match the delivery requirements.

   ii) **The Bidder should submit audited balance sheet and Profit & Loss Account along with auditor’s report for the last 3 years** duly signed and stamped by the Chartered Accountant with their member number to enable the purchaser to assess the financial capability of the bidder or positive net worth of the bidder.

   Not withstanding anything stated above, the purchaser reserves the right to assess the capability and capacity of bidder to perform the contract.

   iii) Clause 13 shall apply for the relevant items.
   iv) Bidder should not stand deregistered/banned/blacklisted by any government authorities and an undertaking for the same shall be submitted by the bidder on non judicial stamp paper duly notorized.

Note: The purchaser reserves the right to ask for a free demonstration of the quoted equipment at a predetermined place acceptable to the purchaser for technical acceptability as per the tender specifications, before the opening of the price bid.

5. Last Five years Performance Statement from the date of Bid opening: Bidders should give performance statement of orders for similar Package items satisfactorily executed to sizeable value both in quantity & cost in comparison to Package items offered in the price bid.

6. **Bid Form:** To be submitted by all bidders as per format enclosed. In case Bid Form is not submitted by the Bidder as per format, their bid shall be liable for rejection.

8. **Deleted**

9. Miscellaneous:
   a) While quoting for the **package**, all components and quantities specified in the **package** must be quoted. The purchaser will evaluate bid on Package wise basis. **The bid shall stand rejected if all the components and quantities specified in the package are not quoted.**

   b) Evaluation will be made on the basis of total all inclusive lump sum price value offered for the each package.

   c) The break up of “all inclusive lump sum price” of the **package items**; is also to be furnished in the price offered by bidder.

   d) i) Bidders are requested to quote for the proven and time tested renowned brands of equipment/accessories having countrywide reputation and acceptance. The Purchaser, however, reserves the right to decide on it’s own as to which of the brand/makes quoted by the bidders are to be considered or not to be considered as proven/reputed, for the purpose of evaluation.
ii) No bidder for the purpose of offering lowest price shall quote for local brands/refurbished/ reconditioned stores, which are not time tested, as these would be liable for rejection.

iii) Although bidder may quote for more than one brand for the same price, the purchaser shall have the right to select the brand amongst alternatives quoted and its decision will be binding on the bidder.

iv) **Bidder in their own interest can quote for items and services separately if in the view of bidder, the purchaser unknowingly omitted or expressively not indicated the requirements of items/services without which, the commissioning or acceptance or otherwise of the equipment of the bidder will be a doubtful proposition.**

e) The Supplier directly or through his Indian agent wherever applicable will be liable for the contractual obligation including delivering the ordered goods and for undertaking satisfactory installation and commissioning etc. including warranty servicing.

10. Bidders are to inspect the site premises and the proposed place of installation of equipment and certify their satisfaction that the proposed site is suitable and compatible for the installation of the offered unit. Bidder may take up with consignee for their site visit.

11. Bidders are to ascertain normal power supply fluctuation range and to certify that it is compatible with the offered unit of equipment. A guarantee to such effect should be offered by each bidder along with details of electrical appliances proposed to be deployed for taking care of such fluctuation.

12. Bidder’s offer should be on a “Turn Key” basis for inclusion of all costs incidental to the same.

13. For X-Ray and related equipment in any **package** only such of those bidders who have the approval/authorisation of BARC/AERB shall only be considered and this clause to be read in conjunction with qualifying criteria clause.

14. The substantial responsiveness of bidder will be determined as per MEA/HSCC’S own qualitative internal assessment in consultation with client/consignee, and with reference to bidders reasonable level of compliance to various stipulated terms and conditions in the Bid Document, Compliance to submission of various documentary supporting evidence, other related information along with the bid, the degree of performance status, and high order value execution for prestigious good clients etc. weight age given to bidder on qualitative basis by the evaluation committee, besides other merits of the bidder such as proven source market reputation, past experience and feed back gained in respect of bidder etc. Accordingly, in line with the above, the purchaser reserves the right as not liable to bidder on account of this prudent internal assessment and that bidder shall have not claims whatsoever.

15. Bidders must take into consideration in its bid, costs to be incurred for any additional work pertaining to civil, Electrical, Plumbing, sanitary, Radiation protection as per Govt. regulation, furniture, servo stabilisers, U.P.S. etc. required for successful installation testing and commissioning of the system and the “All inclusive lump sum price” should include all such
costs, each package is to be considered a package in itself and suppliers to execute the order package on a “turn key basis” including all civil, electrical, air – conditioning & allied requirement for the equipment, at the site.

16. Every effort has been taken to put forth general specifications in this bid documents. If inadvertently, any of the specification drawn happens to match with the specifications of any one particular firm’s product only, in respect of critical parameters, than it will not automatically mean that this particular firm’s offer is only technically suitable. In general, the specifications offered by other firms will be assessed in their own entirety to ascertain whether or not the broad functions in general expected of the equipment are available with reasonable tolerance on the desired requirements of the purchaser and accordingly the offers would be considered based on prudent assessment of the purchaser.

17. Bidders who have paid the Bid Document Fee as per Clause 9[B] of ITB & Bid Security as per Clause 9 of ITB are only eligible to quote. The bidders who are currently registered and, also, will continue to remain registered during the tender validity period with National Small Industries Corporation, New Delhi for the specific goods as per bid enquiry specification shall be eligible for exemption from EMD. Vague stipulations in the Registration Certificate such as “to customers’ specification” etc. will not be acceptable for exemption from furnishing of earnest money. In case the bidder falls in these categories, it should furnish copy of its valid registration details (with NSIC, as the case may be)

18. The supplier/manufacturer shall be responsible for organising timely delivery of the equipment to the destination including installation and commissioning of the same at the designated consignee site. Necessary insurance strictly as per the instruction given in the relevant clause (GCC 10) of this bid shall also be arranged by the supplier/manufacturer covering all these activities including transit cum erection insurance from destination to destination (designated consignee site).

19. The following clause needs to be read in conjunction with Clause 6 of ITB and Clause 26.2 of GCC & will prevail upon the description given for warranty elsewhere in the bid document/ with Equipment Specifications.

Warranty for Equipment:
“Supplier/ Manufacturer should provide minimum 1 year standard warranty (if the warranty is less than 12 months) full onsite comprehensive warranty with spares from the date of installation. Warranty will start only from the date of final acceptance of the machine at the department and price quoted inclusive of these criteria.

The HSCC/MEA shall enter into agreement with the principal manufacturer and the agent for warranty as per enclosed format. The principal Manufacturer and the agent shall adhere to it.

20. Bidders should provide list of consumables and standard spare parts separately in the Techno-commercial Bid along with details of source of supply.

Joint Secretary – (DPA-III)
SECTION - IV

Description & Specifications of Equipment
Technical Specification

Package 1  Instrument set for Functional Endoscopic Sinus Surgery

Qty 1 each for all the items

1 BLAKESLEY nasal forceps Straight 11/13 cms working length, sizes 2 & 3
2 BLAKESLEY nasal forceps 45 deg upturned 11/13 cms working length, size 2
3 BLAKESLEY nasal forceps 90 deg upturned 11/13 cms working length, size 2
4 Through cutting, tissue sparing
   (a) straight, size2, length 11/13 cms
   (b) upturned, size2, length 11/13 cms
5 Antrum punch
   (a) right side backward cutting, length 10/14 cms
   (b) left side backward cutting, length 10/14 cms
6 Maxillary antrum cannula
   (a) long curved, out side 2.5/3mm length 12.5/15cms
   (b) short curved, outside 2.5/3mm length 12.5/15cms
7 nasal forceps
8 Cup shaped forceps, size 2, length 11/13 cms
9 STAMMBERGER forceps 65deg upturn, 3/3.5 mm dia., length 12cm
10 KERRISONs punch, straight, size 2mm, 3mm
11 Sickel Knife standard size
12 Curette – Frontal Sinus/Maxillary Sinus (cup)

Endoscope for Sinus Surgery length 18 cm

Qty 1 each for all the items

Endoscope 0° 4mm & 2.7 mm
Endoscope 30° 4mm & 2.7 mm
Endoscope 70° 4mm
Endoscope 120° 4mm
Package 2  Low End Mobile X ray machine.

High Frequency mobile X ray machine with output 100 mA or more. The mobile X ray equipment required to perform X ray studies in emergency and trauma centre and bedside in wards and ICU. The unit should be compact, light weight and easily transportable.

1) The unit should be operative on mains voltage from single phase 170-260 v AC.
2) **Generator:**
   i. Power : 4 kW or more
   ii. kVp. Range : 40 – 100 kVp
   iii. m AS Range : 200 m As or more.
   iv. m A range : upto 100mA

3) **X RAY Tube:** Stationary/ Rotating Anode type Please specify the focal spot size, anode RPM (in case of Rotating anode type tube), filtration provide by the tube

4) **Tube stand:** The tube stand should be fully counter balanced or spring balanced with rotation in all directions.

5) **Collimator:** The Collimator available in the equipment should have high capacity lamp for clear visualization and auto shut off facility.

6) **Cassette storage box:** The equipment should have cassette storage box for minimum of 4 cassette.

7) **Ergonomics:** The unit should have small foot print. The height of the column stand should not be more than 150 cm for easy transportation in the lift etc. and areas with small height doors. The equipment should be light weight, not more than 160 kg.

8) **Breaking system:** The unit should have effective breaking system for parking.

9) **Warranty** 1 Years comprehensive warrantee for complete system including X-ray tubes.

10) **Installations:** The bidder should have installed same model successfully in India. The copy of the satisfactory performance certificate of same model to be enclosed along-with the bid.

11) **Certification:** System shall have valid AERB certificate or equivalent of the quoted model. The bidder to provide any other certificate required for importing the equipment in case of imported modes.
### Package 2 (contd.)  C-Arm Image Intensifier (Multispeciality)

#### 1 Description of Function

1.1 Image Intensifier for Dynamic X-Ray based studies in operation room, radiology etc.

#### 2 Operational Requirements

2.1 Must be for universal use in Radiology and other services.  
   The fluoroscopy, pulsed fluoroscopy and digital radiography operating modes are to be supported.  
   The C-arm should have on line digital subtraction for use in vascular intervention with Roadmap.  
   The C-arm should be of compact, lightweight design.  
   Must be equipped with a 23 cm image intensifier.  
   The camera system should be based on CCD technology with a digital imaging system for fluoroscopy and radiography, and  
   Two nos. 17 inch TFT monitors should be provided. Local archiving of single images and scenes for over 10,000 images is required.  
   Must be possible to connect the system to a network via an integrated DICOM 3.0 interface.  

   The C-arm should have motorized vertical movement.  
   Please mention the details of orbital movements, swivel and angular movements.  
   The C-arm should be fitted with Laser devices.

#### 3 Technical Specifications

3.1 Technical Specifications C-Arm  
1. General-  
   a) Motortized Vertical travel : MINIMUM 430 mm or more  
   b) Privotal rotation : =/- 12.5 deg. Or more  
   c) Orbital rotation : = 90 deg. – minimum 30 deg. Or better  
   d) Depth/Radius of C-arm : 640 mm or better  
   e) SID : 950 mm or more  
   f) Horizontal travel : 200 mm or better  
   g) Free space between Image Intensifier & X-ray tube : MINIMUM 740 mm or more  
   h) Rotation of C-arm : +/- 180 deg. Or more  
   i) Total WIDTH of C-arm : MAXIMUM 850 mm or less  

2) Image Intensifier  
   a).At least triple field 9”/6”/4” input dia offering resolution  

3) TV Camera  
   Ultra Compact CCD camera with high No of pixels (1kx1k) and video band width (atleast 20 MHz of better) along with 2 Nos. 17” 625 lines 100 Hz flicker free TV monitors with facility to rotate the image continuously.
4.) Direct Radiography

Radiography should be possible on a cassette to be fitted in a holder for 10X 12 inches cassette. The unit should be complete with one such holder and 4 No. cassettes including high speed intensifying screens.

5.) X-ray generator

High frequency 3.0 KW or even better X-ray generator with high capacity rotating anode X-ray tube of dual foc.

6.) a. Fluoroscopy output : 40-120 KV in IKV steps
b) mA output : MINIMUM Up to 5 mA or better
c) Snapshot : MINIMUM Up to 12.0 mA or better
d) Pulsed fluoroscopy rate selectable: - 1 – 5 image per second
e) Automatic dose rate regulation with KV control
   Time totalizer for fluoroscopy with facility to alarm after every 5 minutes of fluoroscopy

7.) a) Radiography output : 40-120 KV in 1 KV steps
   -b) mA range : Up to 250 mAs or better
   -c) mA max : Up to 90 mA or better

8.) Image Memory
   At least 1 (LIH) + minimum 20,000 frames dynamic digital memory on Hard Disk with 576 X 576 matrix or better. There should be facility to insert patient name through alphanumeric key board. They system must be upgradable to functions of performing REAL TIME digital subtraction angiography with acquisition up to 6 frames/sec. or better and Road – mapping functions etc. at any later date for peripheral angiography.

9.) Essential Accessories

The complete functional system must be quoted with DUAL CHANNEL Laser LIGHT SOURCE ON, X-RAY TUBE UNIT for making a cross to reduce the X-ray dose, Built in DOSE AREA PRODUCT meter for display of X-ray dose, light weight lead aprons (6) required CVT and thermal imaging film printer with 5 film rolls WITH DRY CHEMISTRY CAMERA & 500 DPI FOR HARD COPY DOCUMENTATION

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4.10 View Boxes – 02 Slim type halogen tube
4.11 TFT Monitor 02
4.2 All the accessories in essential accessories.

## 5 Power Supply

| 6.1 | Power input: 220-240V/ 50 Hz AC Single phase or 380-400V AC 50 Hz Three phase fitted with appropriate Indian plugs and sockets. |
| 6.2 | Appropriate Servo Voltage Stabiliser/ CVT to be provided with the unit. Also spell out the power requirements for the unit |

## 6 Standards, Safety and Training

| 7.1 | 1. Company / Supplier should have a CE or FDA approved certification of offered equipment. Should be BEE/NATIONAL GOVT. AGENCY FOR MEDICAL ELECTRICAL EQUIPMENT or BIS approved product. 
  2. Manufacturer should have ISO certification for quality standards. 
  3. Comprehensive training for lab staff and support services till familiarity with the system on site. 
  4. Comprehensive warranty for 1 years. |
| 7.2 | Equipment should be type approved by AERB |
| 7.3 | Electrical safety conforms to standards for electrical safety IEC-60601 / IS-13450 |

## 8 Documentation

| 8.1 | 1. User/Technical/Maintenance manuals to be supplied in English. 
  2. Certificate of calibration and inspection. 
  3. List of Equipments available for providing calibration and routine Preventive Maintenance Support. as per manufacturer service/ maintenance manual. 
  4. List of important spare parts and accessories with their part number and costing. 
  6. Compliance Report to be submitted in a tabulated and point wise manner clearly mentioning the page/para number with authenticated catalogue/manual, without which it will not be considered. |
**Package 3**  
500 mA High Frequency x-ray unit with image intensifier.

The unit should be a completely integrated system with x-ray Table, Generator and Tube form the reputed Company.

The Quoted model should have AERB type approval and CE (Europe) /USFDA. AERB & internationally acceptable radiation safety approval and any other certification of safety approval required by the consignee i.e General Hospital Sittwe will be the responsibility of the supplier

1. High Frequency Generator with output of 50 KW or more to give 500mA at 100KV.
2. Generator should have KVP Range 40 KV to 150 KV.
3. mAs range should 2-800 mAs.
4. Digital Display of KV and mAs.
5. Integrated console with the table.
6. Fluoroscopy in manual and automatic mode.
7. Dual Focus X-ray Tube with large focus 1.2mm or less and small focus-0.6 mm or less..
8. Collimator with copper filters.
10. Table top transversal travel 20cm or more (± 10 cm),
11. Table top longitudinal travel ( patient coverage) 140 cm or more.
12. Tiltable table from vertical to -12 Degree or more with automatic stop at Horizontal, Vertical and head down position.
13. Microprocessor Controlled Automatic Spot Film Device with facility of different film formats selections with wide range of division in vertical and horizontal.
14. X-ray table should be able to accept all standard type of cassette including CR cassettes
15. Titling speed >3°/per second.
17. Compressor cone with automatic parking position.
18. Oblique incidence up to +/-40°.
19. All movement controls of the table available on the SFD also.
20. Under table 12 inch image intensifier system with high resolution CCD camera.  
   Overview plus 3 zoom levels 65% DQE & 2 No. Monitors of minimum 17” size and
minimum 1024x1024 resolution or better.

21. Last image hold of fluoroscopy and radiography images.

Original Data Sheet of technical specification of the equipment quoted to be provided along with point wise compliance statement mentioning deviation if any with justification. The original data sheet should indicate reference to technical specification point wise by highlighting ink.

Accessories

1. 65 KV A Servo Voltage stabilizers with spike suppressor to be quoted along with.

2. Lead Glass of 100 x 120 cm with 12 mm thickness.

3. Remote controlled compression with three different interchangeable cones

4. Footswitch for fluoroscopy & exposure in examination room.

5. Measuring chamber for dose-area product (DAP).

6. Bucky wall unit with height adjustable catapult bucky cabinet to hold different cassettes sizes from 5"x7" to 14"x 17" with moving greed Pb 10: 1; 40 lines/cm

7. Footrest, Handgrip angled, Protection strip, Handgrip rail, Shoulder supports one pair

8. Pediatric immobilizer of standard make.

9. Zero lead aprons: 4 each with wall mounted stand


11. Slim view boxes of standard make (4 in 1) - 4 nos.

**Turnkey Work:**

For X-Ray and related equipment, bidders who have Type Approval/NOC of AERB/BARC shall only be considered with documentary evidence. It shall be bidder’s responsibility to get the equipment installed and commissioned as per AERB / BARC guidelines and installed and commission on “Turn Key basis”.

**Turnkey work:** In the civil works Modifications/Renovations in the existing rooms by the supplier/vendor shall be executed as per approved makes specified in Annexure - A.

The walls of whole Complex should be finished acrylic/plastic emulsion (for approved makes refer Annexure - A) and should be finished with vitrified tiles (for approved makes Annexure - A) up to five feet height from the floor. Colour as approved by Purchaser/HSCC shall be provided.

The flooring in the Fluoroscopy/DR complex should be as per AERB regulations. Flooring in all rooms shall be of vitrified tiles of 80 x 80cm size or other close appropriate size of reputed makes (for approved makes refer Annexure - A). Colour as approved by Purchaser/HSCC shall be provided.

Whole area of Complex as in the layout plan approved by the AERB shall be finished with fire resistant false ceiling material (for approved makes refer Annexure - A).

All the doors should be provided with necessary fittings with hydraulic type door closures (for approved makes refer Annexure - A) and with Motorised locks (for approved makes refer Annexure - A).

Main door of the complex in the corridor shall be in glazed aluminum powder coated with adequate thickness of glass with etching work wherever required. Colour of aluminium powder coating shall be got approved from Purchaser/HSCC before execution of works. All doors should be lead protected as per the AERB guidelines.

Lead Glass window of adequate size will be fixed as per AERB guidelines in the console room. Proper signage both external and internal to be done.
Electrical work: The firm is required to specify load requirement i.e. required for the unit, the air conditioning, room lighting and accessories, if any. The electrical works should be as per approved makes mentioned in Annexure -A. The electrical works should have minimum two separate Earthing with copper plate is to be provided for each equipment and air-conditioning equipment as per equipment requirements. The use of earth leakage circuit breaker will be as required. A distribution panel of appropriate capacity is to be provided by hospital. The load shall also be provided by the hospital. From the substation of the hospital to the distribution panel, cable of appropriate size shall be provided & fixed by the hospital. Vendor shall do cabling from distribution panel up to the equipment. The switch gears (MCBs / ACBs/ MCCBs), L.T. distribution board for MCBs etc. (for approved makes refer Annexure -A). Electrical wires should be of copper of different capacity as per the load (for approved makes refer Annexure -A). Modular range Switches / Sockets of approved makes as per Annexure -A should be provided and fixed as per requirement. LED lights of suitable illumination should be provided of Phillips/GE/ Crompton/Syska make.

Air conditioning:
Split Air conditioners of reputed make (for approved makes refer Annexure -A) to be provided by the vendor in whole complex as per requirements (to maintain appropriate temperature in the main equipment room & other rooms) and as per regulations of AERB. Standby additional split air conditioners of appropriate strength/capacity (tonnage) to be fixed in the main equipment room. Hygrometer Nos. 1 to be provided. In-built or External De Humidifier in Equipment, Console and Examination rooms to be provided as per room layout.

Fire Protection
Non water based fire protection is to be integrated as per requirement. Fire extinguishers of appropriate types (of approved makes as per Annexure -A) should be fixed in different rooms as per requirement. Heat detectors/hooters/photoelectric/smoke detectors (of approved makes as per Annexure -A) shall be provided in all the rooms and corridors as per requirements. In case the expiry date of fire extinguishers is before the completion of comprehensive warranty period, extra set(s) of fire extinguishers will be supplied by the vendor till the completion of the comprehensive warranty period. Besides, any works required as per statutory/Myanmar Fire Services norms shall be executed by the vendor. The vendor to also install the following:
Audio visual Music systems for patient waiting areas. Adequate Pest, insect and rodent control system to be provided and installed to ensure that area remains inset, pest and rodent free.
Music and Public Address system for calling/ informing the patients in the waiting areas.
Furniture:-
Following furniture (Godrej/Debono/Delite) will be provided:
- Chairs with castors and armrests 2 nos.
- Overhead Storage (1.2x0.4x.6m) for CD storage 1 no.
- Medicine Trolley 1 No.
Package - 4 Room Layout - 500mA high frequency unit with Fluoroscopy and with image intensifier
**LIST OF APPROVED MAKES : CIVIL WORKS**

<table>
<thead>
<tr>
<th>S. No</th>
<th>Material</th>
<th>MANUFACTURERS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Doors &amp; Windows fixtures/ Fittings</td>
<td>Dorma, Godrej, Ozone, Austavision</td>
</tr>
<tr>
<td>2</td>
<td>Door Closer / Floor spring</td>
<td>Ozone, hettich, Dorma, Godrej</td>
</tr>
<tr>
<td>3</td>
<td>Aluminium Sections.</td>
<td>Hindalco, Jindal, BALCO, Alom</td>
</tr>
<tr>
<td>4</td>
<td>Clear Glass/ Clear Float Glass/ Toughened Glass</td>
<td>Saint Gobain(SG), Modi, Asahi, Glaverbel</td>
</tr>
<tr>
<td>5</td>
<td>Laminates</td>
<td>Formica, Decolam, Century, Marino, Greenlam</td>
</tr>
<tr>
<td>6</td>
<td>Synthetic Enamel Paints</td>
<td>Berger, Asian, ICI , Nerolac, Shalimar</td>
</tr>
<tr>
<td>7</td>
<td>Oil Bound Distemper</td>
<td>Berger, Asian, ICI , Nerolac, Shalimar</td>
</tr>
<tr>
<td>8</td>
<td>Cement Paint</td>
<td>Snowcem plus, Berger, Nerolac, Asian, ICI</td>
</tr>
<tr>
<td>9</td>
<td>Plastic Emulsion Paint</td>
<td>Berger, Asian, ICI , Nerolac, Shalimar</td>
</tr>
<tr>
<td>10</td>
<td>Other Paints/Primers</td>
<td>Berger, Asian, ICI , Nerolac, Shalimar</td>
</tr>
<tr>
<td>11</td>
<td>MS Pipe/ Sections</td>
<td>Jindal Hisar, Prakash-Surya, BST, Kalinga, Tata</td>
</tr>
<tr>
<td>12</td>
<td>Polycarbonate Sheets</td>
<td>GE, Macrolux, Plastic, Vergola, Skyarch, Polytechno</td>
</tr>
<tr>
<td>13</td>
<td>Wooden Fire Check Doors</td>
<td>Navair, Pacific Fire Control, Kutty Promat, Sukri</td>
</tr>
<tr>
<td>14</td>
<td>Metal Fire Check Doors</td>
<td>Navair, Shakti- Met, Godrej, Sukri, Pacific Fire Control</td>
</tr>
<tr>
<td>15</td>
<td>Ceramic Tiles</td>
<td>Johnson, Somany, Kajaria, Nitco, Bell, Hindustan</td>
</tr>
<tr>
<td>16</td>
<td>Pre-Laminated Particle Board</td>
<td>Novopan, Greenlam, Kitlam, Marino, Century, Archid ply</td>
</tr>
<tr>
<td>17</td>
<td>Flush Door Shutters</td>
<td>Century, Kitply, Green Ply, Duro</td>
</tr>
<tr>
<td>18</td>
<td>Glazed Tiles</td>
<td>Bell, Somany, Johnson, Kajaria, Nitco</td>
</tr>
<tr>
<td>19</td>
<td>PVC Water Stops</td>
<td>Prince/Supreme/Finolex//BASF</td>
</tr>
<tr>
<td>20</td>
<td>White Cement</td>
<td>Birla White, J.K., Grasim</td>
</tr>
<tr>
<td>21</td>
<td>Dash Fasteners./Anchor bolts</td>
<td>Hilti, Fischer, Bosch,</td>
</tr>
<tr>
<td>22</td>
<td>Stainless Steel Bolts, Washers and nuts</td>
<td>Kundan, Puja, Atul</td>
</tr>
<tr>
<td></td>
<td>Description</td>
<td>Brands</td>
</tr>
<tr>
<td>---</td>
<td>-------------------------------------------------</td>
<td>----------------------------------------------------------------------</td>
</tr>
<tr>
<td>24</td>
<td>6mm thick Reflective Glass</td>
<td>Glaverbel, Glavermas, Saint Gobain, Asahi</td>
</tr>
<tr>
<td>25</td>
<td>Door Locks</td>
<td>ACME, Godrej, Dorma</td>
</tr>
<tr>
<td>26</td>
<td>Door Seal – Woolpile Weather Strip/ Acoustic seal</td>
<td>Anand -Reddiplax, Enviroseal, Viper</td>
</tr>
<tr>
<td>27</td>
<td>Aluminium Grill</td>
<td>Hindalco, Jindal</td>
</tr>
<tr>
<td>28</td>
<td>Vitrified Tiles</td>
<td>Naveen, Bell, Kajaria, Somani, Nilco, Johnson, Euro</td>
</tr>
<tr>
<td>29</td>
<td>Aluminium Cladding sheets</td>
<td>Alstrong , Alpolic, Alucobond, Alstone International, Aludecor Lamination</td>
</tr>
<tr>
<td>30</td>
<td>Stainless steel D-handles</td>
<td>D-line, Giesse, Dorma,Dorset, ozone</td>
</tr>
<tr>
<td>31</td>
<td>Stainless Steel Pipes/Flats</td>
<td>304 Grade (as approved by Engineer)</td>
</tr>
<tr>
<td>32</td>
<td>Structural Steel</td>
<td>TATA, SAIL, RINL, JINDAL</td>
</tr>
<tr>
<td>33</td>
<td>Epoxy Flooring/ wall coating</td>
<td>Fosrock, Beck, Famaflor, Araldite, STP, Sika, BASF</td>
</tr>
<tr>
<td>34</td>
<td>Ply board</td>
<td>Greenply, Kitply, Century, Archid, Marino, Duro</td>
</tr>
<tr>
<td>35</td>
<td>PVC Flooring</td>
<td>LG, Tarkett, Responsive , Armstrong, Gerflor</td>
</tr>
<tr>
<td>36</td>
<td>SS Railing</td>
<td>Ozone, D-Line, Jindal,</td>
</tr>
<tr>
<td>37</td>
<td>Fire rated door closer/Mortice Lock/ Door Co-ordinator</td>
<td>Dorma, Becker F.S. Australian or approved equivalent</td>
</tr>
<tr>
<td>38</td>
<td>Gypseum Board System</td>
<td>Gyproc (Saint Gobain),Lafarge, Boral, Hilux,,Aerolite</td>
</tr>
<tr>
<td>39</td>
<td>Adhesive for Door Work</td>
<td>Fevicol/ Vamicol/ Dunlop/ Pidilite/ Sika/ Thermoshield</td>
</tr>
<tr>
<td>40</td>
<td>Epoxy Paint</td>
<td>Nerolac/ Shimalar/ cico/ Fairmate/ sika/ BASF/ Berger/ Asian/ Pidilite</td>
</tr>
<tr>
<td>41</td>
<td>Polysulphide sealant</td>
<td>Pidilite/ Fosroc/ Choksey/chematal rai/ cico/ sika, MC Bouchemie, BASF, STP</td>
</tr>
<tr>
<td>42</td>
<td>Glass Doors (Motorised)</td>
<td>DORMA/ Hafle/ Ozone</td>
</tr>
<tr>
<td>43</td>
<td>Calcium silicate boards</td>
<td>Hilux/ Aerolite, Armstrong</td>
</tr>
<tr>
<td>44</td>
<td>Calcium Silicate Tiles</td>
<td>Hilux/ Aerolite, Armstrong</td>
</tr>
<tr>
<td>45</td>
<td>Texture Paints</td>
<td>Spectrum/Heritages/ICI Dulux/Asian</td>
</tr>
<tr>
<td>46</td>
<td>Wall care putti</td>
<td>J.K. White/Birla/Gyproc wall putty</td>
</tr>
<tr>
<td>47</td>
<td>Frameless glass partition fixtures</td>
<td>Dorma/Hafle/Ozone</td>
</tr>
<tr>
<td>48</td>
<td>U-PVC Windows</td>
<td>Fenesta, Window Magic, Aluplast</td>
</tr>
<tr>
<td>49</td>
<td>Toilet Cubicles</td>
<td>Greenlam, Marino or approved equivalent</td>
</tr>
</tbody>
</table>

If the makes given in the list are not available, other equivalent makes can be considered subject to approval by the Purchaser/HSCC based on credentials of the company and test certificates of the product, subject to price adjustment.

Wherever makes have not been specified for certain items, the same shall be as per BIS and as per approval of Purchaser/HSCC.

Note:
## LIST OF APPROVED MAKES: PLUMBING WORKS

<table>
<thead>
<tr>
<th>Sl.No</th>
<th>Material</th>
<th>Relevant IS Code</th>
<th>MANUFACTURERS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Vitreous China Sanitary ware</td>
<td>2556</td>
<td>Kohler, Roca, American Standard, Toto</td>
</tr>
<tr>
<td>2</td>
<td>White Glazed Fire Clay Sink</td>
<td>771</td>
<td>Sanfire, Cera, Neycer, Hindware.</td>
</tr>
<tr>
<td>3</td>
<td>Stainless Steel Sink</td>
<td></td>
<td>Jayna, Neelkanth, Commander, Nirali</td>
</tr>
<tr>
<td>4</td>
<td>Plastic seat cover of W.C</td>
<td>2548</td>
<td>Kohler, Roca, American Standard, Toto</td>
</tr>
<tr>
<td>5</td>
<td>Geyser</td>
<td></td>
<td>Racold, Venus, Voltas, Usha Lexus, Jaguar, Havells</td>
</tr>
<tr>
<td>6</td>
<td>C.P. Fittings Mixer/Pillar taps, Washers, C.P. brass accessories, CP Angle Valve, Bibcocks, CP waste</td>
<td>1795/4291/4827</td>
<td>Kohler, Roca, American Standard, Toto</td>
</tr>
<tr>
<td>7</td>
<td>Centrifugally /Sand cast iron pipes &amp; fittings</td>
<td>3989/1729</td>
<td>Neco, Hepco, SKF</td>
</tr>
<tr>
<td>8</td>
<td>G.I. Pipes</td>
<td>1239 Part I</td>
<td>Jindal-Hissar, Tata, Prakash-Surya</td>
</tr>
<tr>
<td>9</td>
<td>G.I. Fittings</td>
<td>1239 Part I</td>
<td>Unik, K.S., Zoelto, R</td>
</tr>
<tr>
<td>10</td>
<td>Stoneware pipes &amp; Gully Traps</td>
<td>651</td>
<td>IS Marked pipes</td>
</tr>
<tr>
<td>11</td>
<td>Mirror</td>
<td></td>
<td>Atul, Modi guard, Asahi, Saint Gobain</td>
</tr>
<tr>
<td>12</td>
<td>Hand drier</td>
<td></td>
<td>Kopal, Automat, Euronics, Utech</td>
</tr>
<tr>
<td>13</td>
<td>Insulation of Hot water pipes</td>
<td></td>
<td>Vidoflex insulation, Superlon, Thermaflex, Kailexkaimenn</td>
</tr>
<tr>
<td>14</td>
<td>D.I pipes</td>
<td></td>
<td>Jindal, Tata, Electosteel., Kesoram</td>
</tr>
<tr>
<td>15</td>
<td>PVC/UPVC pipes &amp; fittings</td>
<td></td>
<td>Finolex, Prince</td>
</tr>
<tr>
<td>16</td>
<td>Infrared Sensor operated Faucets/Urinals</td>
<td></td>
<td>Kohler, Roca, American Standard, Toto</td>
</tr>
<tr>
<td>17</td>
<td>Decorative bath room fittings</td>
<td></td>
<td>Neer Brand (Sage Metals), ACO</td>
</tr>
<tr>
<td>18</td>
<td>Gratings, Strainers, Cleanouts etc</td>
<td></td>
<td>Jaquar (Florentine range), Aquabaths, Kohler</td>
</tr>
<tr>
<td>19</td>
<td>HDPE pipes and fittings</td>
<td></td>
<td>Oriplast, So-Soon, Finolex, Gebreti, Nosil,</td>
</tr>
<tr>
<td>20</td>
<td>CPVC pipe, fittings and Solvent</td>
<td></td>
<td>Flowguard, Astral, Prince,</td>
</tr>
<tr>
<td>21</td>
<td>Copper Pipe</td>
<td></td>
<td>Raj Co., Maxflow, Mehta Tubes</td>
</tr>
<tr>
<td>22</td>
<td>Copper Fittings</td>
<td></td>
<td>Viega, IBP, Yorkshire, Mehta Tubes, Rajco</td>
</tr>
<tr>
<td>23</td>
<td>Lab drainage</td>
<td></td>
<td>Viega, Duraline, Rex</td>
</tr>
<tr>
<td>24</td>
<td>Lab Fittings</td>
<td></td>
<td>Vijay, Viega</td>
</tr>
<tr>
<td>25</td>
<td>SS pipe(EN-10312) &amp; press type fitting</td>
<td></td>
<td>Viega, Jindal</td>
</tr>
<tr>
<td>26</td>
<td>Oxlyte (Mixed oxident)</td>
<td></td>
<td>Oxybee Solutions, I2M Technologies, Faith Innovations</td>
</tr>
</tbody>
</table>

Note: Wherever makes have not been specified for certain items, the same shall be as per BIS and as per approval of Purchaser/HSCC.

## LIST OF APPROVED MAKES: FIRE FIGHTING WORKS

<table>
<thead>
<tr>
<th>Sl.No</th>
<th>Material</th>
<th>Relevant ISI</th>
<th>MANUFACTURERS</th>
</tr>
</thead>
</table>

50
1. G.I./M.S. Heavy class pipe
   Code: 1239/3589
   Make: Jindal-Hissar, Tata, Prakash -Surya,

2. Portable Fire Extinguisher
   Code: 2171
   Make: Minimax, Safex, Ceasefire, Newage,

3. Sprinkler Heads
   Make: Tyco, Viking, HD, Grinnel

4. Pendent type
   Make: Tyco, Viking, HD, Grinnel

5. Side wall type
   Make: Tyco, Viking, HD, Grinnel

6. Sprinkler Side wall extended through
   Make: Tyco, Viking, HD, Grinnel

7. Standby battery lead acid
   Make: Exide, Standard, Amco

8. Cables
   Code: As per Electrical Works

9. G.I. Fittings
   Code: 1239 Part I
   Make: Unik, K.S., Zoloto, R

10. DI pipes
    Make: Jindal, TATA, Electrosteel, Kesoram

11. Pipe coat material (Pipe protection)
    Make: Pypkote Integrated water proofing co. Madras/ coaltek Rustech products (P) Ltd. Syndicate Enclave, Dabri/Makphall

12. Fire Man's Axe
    Make: Safeguard/safex/Newage/Gunnebo

Note: Wherever makes have not been specified for certain items, the same shall be as per BIS and as per approval of Purchaser/HSCC.

LIST OF APPROVED MAKES FOR ELECTRICAL SYSTEM

Contractor shall use the materials of approved make as indicated below unless specified in BOQ or as approved by the HSCC electrical incharge. The contractor shall ensure the correct selection of the approved make meeting the specifications and application duties. Before placing order for procurement, the sample of approved make shall be got verified for its suitability to the specification and application duty. However, HSCC electrical engineer (approving authority) reserves the right to opt for the best preferred listed make. The contractor shall quote the rate for the material and equipment as per the list of approved makes. In the event of the contractor wants to use alternate makes other than those stipulated for any reason, the contractor can send a proposal after ensuring that what he proposes at the least meets both the quality and safety standard of the stipulated makes, and the financial benefit that will accrue to the client. He shall also stand full guarantee to his alternate proposal. The alternate makes can be used only after an approval accorded by the client/HSCC, whose decision will be final in this matter. Any financial implication incurred related with inspection will be borne by contractor.

S.No. | Item Description                              | Make list                                      |
------|-----------------------------------------------|-----------------------------------------------|
  1   | Timers in Distribution board                  | Legrand/ Hager/ Siemens/ ABB/ GE               |
  2   | MCB distribution Boards                        | L &T/Hager/ MDS/Legrand/ Siemens, ABB/GE/ Schenieder (MG) |
  3   | MCB                                           | L &T/Hager/ MDS/Legrand/ Siemens, ABB/GE/ Schenieder (MG) |
4 Rewirable porcelain wire | CPL, KEW
5 Data and Voice wire | Finolex, Delton, Skyton, Anchor, L&T, AT&T, Avaya
6 RCCB | L & T Hager/ Legrand/ Siemens, GE/Schneider (Merlin –Gerin)
7 ELCB/ELMCB | Merlin Gerin-multi 9, Legrand, Hager, Siemens
8 11 KV LT XLPE cables | RPG/ Polycab/ NICCO/ UNIVERSAL/Rallison/KEI/Skytone/ Havells
9 Copper Control cable | Finolex/ Polycab/ NICCO/ Universal/ National/ Rallision/RR Cable
10 Cable Joints (Heat Shrinkable) | Raychem/3M/Cabseal
11 Cable Trays | Steelways/ Bharti/ Unitech/Maheshwari/or approved by HSCC
12 Galvanized/PVC Raceways and raceways accessories | Steelways/ Bharti/ Schneider(MG)/Legrand
13 Light fitting | Philips/ GE/ Crompton Greaves
14 LIGHT FITTING | Anchor(Panasonic)/ Twinkle/Decon/Ankur
15 Lamps | Philips/ Osram/ GE/Anchor (Panasonic)/Perlite
16 GI / MS conduit ISI marked | BEC/ AKG/ Steel Kraft
17 PVC conduit | BEC/ AKG
18 Steel conduit accessories (ISI as approved sample) | Sharma sales corporation, super sales corporation or equivalent.
19 Modular Metal box for switch/socket | Havells/ MK/MDS/Anchor Roma/Northwest
20 Copper conductor FRLS PVC insulated wires ISI marked | National/ Finolex/ R R cable/Rallison/Skytone/lap/Bonton
21 Modular Switches & sockets Outlets | Havell’s ( Crabtree)/ MK-Wraparound/Hagger/Wipro Legrand (Myrius/ Anchor-Roma(Tersa,woods,viola)/ Northwest
22 Metal clad Socket outlets With boxes | L & T Hager/ Siemens/ Merlin Gerin/ ABB
23 UPS system | MDS / BCH/Havells
24 Electronic Ballast | PCI LTD/ Siemens/ Etone
25 Ceiling fans | powerware/Emerson/APC (Schneider)
26 Main PC with CPU monitor | Philips/ Wipro/Osram / Bajaj
27 PVC Tape | Crompton Greaves/ Bajaj/ Orient/ Alastom/ Usha
28 Batton Holder, Angle holder, Ceiling Rose | Anchor

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LIST OF APPROVED MAKES AND MANUFACTURERS

The subcontractors/makes/brands of equipment listed below are approved for installation.

All items to be used in the works samples, catalogues and specifications are to be submitted by the contractor for approval of the Purchaser/HSCC. Only approved makes shall be used in the works. The approved samples shall be kept in the custody of the Purchaser/HSCC for comparison.

<table>
<thead>
<tr>
<th>S.No</th>
<th>Material/Item</th>
<th>Approved Makes</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Precision AC units</td>
<td>Emerson/Blue box/Stulz/Hiros E</td>
</tr>
<tr>
<td>2</td>
<td>Window/split AC</td>
<td>Carrier /Hitachi/Voltas/Bluestar/Daikin/Ogeneral</td>
</tr>
<tr>
<td>3</td>
<td>VRV/VRF</td>
<td>Carrier /Hitachi/Daikin/Ogeneral</td>
</tr>
<tr>
<td>4</td>
<td>Ducting &amp; Grilles</td>
<td>Zeco/ Ductofab/Rolastar/Technofab</td>
</tr>
<tr>
<td>5</td>
<td>G.I. Sheet Metal Duct</td>
<td>Jindal /National/ Tata/Sail</td>
</tr>
<tr>
<td>6</td>
<td>Spiral duct</td>
<td>Atco/Seven Star</td>
</tr>
<tr>
<td>7</td>
<td>Grilles/ Diffusers/Volume Controller</td>
<td>Ravistar/Caryaire/ Mapro/Dynacraft/Airmaster</td>
</tr>
<tr>
<td>8</td>
<td>Fire Dampers UL listed</td>
<td>Caryaire/Dynacraft / Ravistar/Ruskin</td>
</tr>
<tr>
<td>9</td>
<td>Sound Attenuator</td>
<td>Caryaire/Dynacraft/Ravistar/Trox</td>
</tr>
<tr>
<td>10</td>
<td>G.I. Sheets</td>
<td>TATA/SAIL/Jindal/Bhushan Steel</td>
</tr>
<tr>
<td>11</td>
<td>Aluminium Sheets</td>
<td>Balco/Nalco/Hindalco</td>
</tr>
<tr>
<td>12</td>
<td>Stick Pins</td>
<td>Prima Seal/Air flow</td>
</tr>
<tr>
<td></td>
<td>Pipes</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>G.I.</td>
<td>ITC/ Jindal Hissar/Tata/SAIL/HSL</td>
</tr>
<tr>
<td>14</td>
<td>M.S. upto 150 mm</td>
<td>ITC/ Jindal Hissar/Tata/SAIL/HSL</td>
</tr>
<tr>
<td>15</td>
<td>M.S. 200 mm and above dia factory rolled</td>
<td>ITC/ Jindal Hissar/Tata/SAIL/HSL</td>
</tr>
<tr>
<td></td>
<td>Valves</td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Butterfly Valves</td>
<td>Advance/Audco</td>
</tr>
<tr>
<td>17</td>
<td>Motorised butterfly valve( actuator)</td>
<td>Belimo/Honeywell/Invensys/siemens</td>
</tr>
<tr>
<td>18</td>
<td>Non Return Valve</td>
<td>Advance/Kirloskar/Audco</td>
</tr>
<tr>
<td>19</td>
<td>Balancing Valves</td>
<td>Advance/Audco/Danfoss/Honeywell</td>
</tr>
<tr>
<td>20</td>
<td>Gate/Globe Valves</td>
<td>Leader/Divine/Sant/Bankim Sarkar /Zoloto</td>
</tr>
<tr>
<td>21</td>
<td>GM valve upto 40mm</td>
<td>Leader/Divine/Sant/Bankim Sarkar /Zoloto</td>
</tr>
<tr>
<td>22</td>
<td>Ball Valve with Y strainer</td>
<td>Rapid Control/Sant/Leader/Zoloto</td>
</tr>
<tr>
<td>23</td>
<td>Pressure independent Balancing valve</td>
<td>Danfoss/Flowcon/TA</td>
</tr>
<tr>
<td>Accessories</td>
<td>Supplier(s)</td>
<td></td>
</tr>
<tr>
<td>-------------------------------------</td>
<td>--------------------------------------------</td>
<td></td>
</tr>
<tr>
<td>24 Y-strainer</td>
<td>Emerald/Sant/Rapid cool</td>
<td></td>
</tr>
<tr>
<td>25 Pressure Gauge</td>
<td>Fiebig/Emerald/H Guru/Japsin</td>
<td></td>
</tr>
<tr>
<td>26 Thermometer</td>
<td>Fiebig/Emerald/H Guru/Japsin</td>
<td></td>
</tr>
<tr>
<td>27 Flow Switch</td>
<td>Rapid Control/Anergy</td>
<td></td>
</tr>
<tr>
<td>28 Automatic Air Vent</td>
<td>Rapid Control/Anergy</td>
<td></td>
</tr>
<tr>
<td>29 Suction Guide</td>
<td>Anergy/ Rapid Control/Flowcon</td>
<td></td>
</tr>
<tr>
<td>30 Filters(pre, fine Hepa)</td>
<td>Thermadyne/Spectrum/Kirloskar/Anfilco/Johnflower/Dynafilter</td>
<td></td>
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<td></td>
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<td></td>
</tr>
<tr>
<td>31 Expanded Polystyrene</td>
<td>Beardsell Ltd./ BASF/Styrene Packing/Indian Packaging Industries/ Lloyd</td>
<td></td>
</tr>
<tr>
<td>32 Glass Wool</td>
<td>FGP Ltd./UP Twiga/Kimmco / Owens Corning</td>
<td></td>
</tr>
<tr>
<td>33 Polyurethane Foam</td>
<td>Malanpur /Superurethane</td>
<td></td>
</tr>
<tr>
<td>34 Crossed linked Polyethylene Foam</td>
<td>Trocellene / Aeroflex/Armacell/</td>
<td></td>
</tr>
<tr>
<td>35 Closed Cell Elastomeric Insulation</td>
<td>K-flex /Vedoflex/Armacell</td>
<td></td>
</tr>
<tr>
<td>36 Non woven fibre material</td>
<td>Mikron/ Du pont</td>
<td></td>
</tr>
<tr>
<td>37 Mineral wool</td>
<td>Rockwool India Pvt Ltd,</td>
<td></td>
</tr>
<tr>
<td>38 Pre-moulded PUF section for pipe &amp; pipe supports</td>
<td>Malanpur/ Lloyd</td>
<td></td>
</tr>
<tr>
<td>39 Fibreglass rigid Board/ Pipe section</td>
<td>FGP Ltd./UP Twiga/Kimmco / Owens Corning</td>
<td></td>
</tr>
<tr>
<td>40 Aluminium Tape</td>
<td>Johnson/Birla 3M/Garware</td>
<td></td>
</tr>
<tr>
<td>41 Thermostats</td>
<td>Honeywell/Johnson controls/Belimo/Danfoss/Siemens/Oventrop</td>
<td></td>
</tr>
<tr>
<td>42 Humidistat</td>
<td>Honeywell/Johnson control/ Belimo/Danfoss</td>
<td></td>
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<td></td>
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<td></td>
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<tr>
<td>43 V Belt</td>
<td>Dunlop/Fenner</td>
<td></td>
</tr>
<tr>
<td>44 Anchor fastners</td>
<td>Fischer/Hilti</td>
<td></td>
</tr>
<tr>
<td>45 Dash fastner</td>
<td>Fischer/Hilti</td>
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</tr>
<tr>
<td>46 Welding rods</td>
<td>Advani/L&amp;T</td>
<td></td>
</tr>
<tr>
<td>47 Wire Rope duct supporting arrangement</td>
<td>Gripple</td>
<td></td>
</tr>
<tr>
<td>48 Flexible pipe connection</td>
<td>Dunlop/Kanwal/resistoflex</td>
<td></td>
</tr>
<tr>
<td>49 Hessian Cloth (fire rated)</td>
<td>Navair/Pyrogaurd</td>
<td></td>
</tr>
<tr>
<td>50 Vibration isolator</td>
<td>Resistoflex, Dunlup, Kanwal</td>
<td></td>
</tr>
<tr>
<td>51 Copper Refrigerant Piping</td>
<td>Diamond/Star/Rajco</td>
<td></td>
</tr>
</tbody>
</table>

AERB & internationally acceptable radiation safety approval and any other certification of safety approval required by the consignee i.e General Hospital Sittwe will be the responsibility of the supplier
Laser (Clinical CE/IVD) Flow Cytometer

1. Should have simultaneous minimum 06 fluorescent (6 color) parameters analysis plus forward & side scatter. For each parameter the flow cytometer should be capable of measuring area, height and width. System should have PMTs on both forward & side scattered.
2. Should be equipped 2 solid state Laser ( Blue 488nm & Red 633-640 nm )
3. Lasers should be fix/factory aligned without the need for onsite alignment.
4. Optical filters should be easily changeable by user without having to call service engineers
5. The flow cytometer should have high quality quartz flow cell.
6. Must have Compensation capability on-line as well as post-acquisition, between all fluorescence channels manually and through auto compensation.
7. The equipment should have digital signal processing with dynamic range of at least 18 bit data acquisition or more in order to get the clear resolution of populations
8. Events per second: 10,000 or more
9. Sample carry over rate must be ≤0.1% and should work with minimum sample volume (not more than 50 microliter).
10. Must have Bar Code reader ( inbuilt or external ) for easy sample tracking, ID etc. and for complete automation
11. The Instrument should have bio-hazard containment facility for probe washing.
12. System should have on-site facility for 8 colour upgrade for future parameter extension
13. Software: PC controlled Windows based software (System should come with all required acquisition/analysis software) with PC Hardware with compatible configuration with Coloured LCD Monitor.
14. System should be IVD/USFDA for minimum 6 colour assays for clinical patient sample use & reporting purpose.
15. Starter Kit for 200Tests (Including Sheath Fluid, Cleaning reagents, Tubes, Calibrators & controls)
16. Clinical Antibodies for 100 Tests with below panel :-
17. Fluorochrome labelled Antibodies for Acute leukemias, chronic lymphoproliferative disorders, Multiple Myeloma should be available with the company and compatible with the machine.
18. The instrument should be able to set threshold (discriminators) on any parameters & should have ability to set multiple thresholds.
19. UPS of suitable rating with min. 30 minutes back-up to be supplied.
20. Start-up kits/reagents for 100 tests to be provided free of cost along with the equipment at the time of installation.
21. Protective rodent cover for the equipment to be provided free of cost along with the equipment.
22. List of important spare parts & accessories with their number & costing @ 2 years.
23. Calibrator to be given by the service provider once in a month free of cost as per the requirement.
BID FORM

To: (Name and address of Purchaser)
IFB Ref.
PACKAGE Ref.: ………………………………

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

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

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

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

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

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.

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

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

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

Dated this…………………………………. Day of…………………………………. 2012………………

__________________________________________
(Signature) (In the capacity of)

Duly authorised to sign Bid for and on behalf of

__________________________________________
Signed
## PRICE SCHEDULE – A) PRICE SCHEDULE FOR DOMESTIC GOODS OR GOODS OF FOREIGN ORIGIN LOCATED IN INDIA

<table>
<thead>
<tr>
<th>Schedule</th>
<th>Brief Description of Goods</th>
<th>Country of Origin</th>
<th>Qty. (No.)</th>
<th>Ex-factory/ Ex-Warehouse/ Ex-Showroom/ Off the Shelf</th>
<th>Excise Duty (if any) – In % or value</th>
<th>Sales Tax/ VAT/ CENTVAT (if any) – In % or value</th>
<th>Packing &amp; Forwarding charges</th>
<th>Inland Transportation, Insurance, Loading/ unloading, Incidental Costs till Consignee’s Site</th>
<th>Incidental Services (including Insurance, Installation &amp; Commissioning, Supervision, Demonstration &amp; Training) at Consignee’s Site</th>
<th>Total Unit Price (Rs.) =a+b+c+d+e+f</th>
<th>Total Tender Price in Rupees:</th>
</tr>
</thead>
<tbody>
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<td>Note:</td>
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<td>1. If there is a discrepancy between unit price &amp; total price, THE UNIT PRICE shall prevail.</td>
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<td>2. The bidder will be fully responsible for the safe arrival of the goods at destination (consignee’s site) in good condition.</td>
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<td>Signaature of the Bidder:</td>
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<td>Name:</td>
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<td></td>
<td>Business Address:</td>
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<td>Seal of Bidder:</td>
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<td></td>
<td>Date &amp; Place:</td>
</tr>
</tbody>
</table>

59
## PRICE SCHEDULE

### B) PRICE SCHEDULE FOR GOODS TO BE IMPORTED FROM ABROAD

<table>
<thead>
<tr>
<th>Item</th>
<th>Brief description of goods</th>
<th>Country of Origin</th>
<th>Qty (Nos)</th>
<th>FOB Price at port/airport of Loading</th>
<th>Freight and Insurance</th>
<th>CIP Price at port/airport 5(a) + 5(b)</th>
<th>Customs Duty with CDEC &amp; NMIC if applicable (To be reimbursed by the purchaser)</th>
<th>Customs Clearanc e &amp; Handling</th>
<th>Inland Transportation, Insurance, loading/unloading and incidental cost till consignee’s site</th>
<th>Incidental Services (including Insurance, Installation &amp; Commissioning, Supervision, Demonstration and Training) at the Consignee’s site</th>
<th>Total Unit Price = 5(c) + 5(d) + 5(e) + 5(f) + 5(g)</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
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<td></td>
<td>5(a)</td>
<td>5(b)</td>
<td>5(c)</td>
<td>5(d)</td>
<td>5(e)</td>
<td>5(f)</td>
<td>5(g)</td>
<td>5(h)</td>
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</tbody>
</table>

Total Tender Price: __________________________________________________________________________________________

In Words: __________________________________________________________________________________________________

Note:

1. If there is a discrepancy between the unit price and total price THE UNIT PRICE shall prevail.

2. The Bidder will be fully responsible for the safe arrival of the goods at destination (consignee site) in good condition.

Indian Agency commission- _________% of FOB (included/excluded above)

Signature of Bidder _________________________

Name _________________________

Business Address _________________________

Seal of the Bidder _________________________

Place: _________________________ Date: _________________________

---

Total: 60
C) PRICE SCHEDULE FOR TURNKEY

<table>
<thead>
<tr>
<th>Schedule No.</th>
<th>BRIEF TURNKEY DESCRIPTION OF GOODS</th>
<th>CONSIGNEE</th>
<th>Turnkey price</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

Note: -

1. The cost of Turnkey as per Technical Specification may be quoted on lump sum along with taxes applicable on the date of Tender Opening. The taxes to be paid extra, to be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later.
2. Cost of Turnkey will be added for Ranking/Evaluation purpose.
3. The payment of Turnkey will be made 100% after the installation of the equipment and submission of Installation Report.

Name________________________
Business Address________________________
Place: ___________________________
Signature of Tenderer________________________
Date: ___________________________

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PROFORMA FOR PERFORMANCE STATEMENT
{For a period of last five years from the date of Bid opening}

Bid No. _______________________ Date of opening __________ Time ________ Hours

Name of the Firm

<table>
<thead>
<tr>
<th>Order Placed by (Full address of Purchaser)</th>
<th>Order No. and Date</th>
<th>Description and quantity of ordered equipment</th>
<th>Value of Order</th>
<th>Date of completion of delivery</th>
<th>Remarks indicating reasons for late delivery, if any</th>
<th>Has the equipment been supplied satisfactorily (Attach a certificate from the Purchaser/Consignee)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>As per Contract Actual</td>
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<td>8</td>
</tr>
</tbody>
</table>

Signature and seal of the Bidder

________________________________________
________________________________________
________________________________________

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

THIS AGREEMENT made the ................. day of ..............20........ between [name of Purchaser] of ................. [country of Purchaser] (hereinafter called "the Purchaser") of the one part and ..................[name of Supplier] of ............. [city and country of Supplier] (hereinafter called "the Supplier") of the other part :

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz, ........... [brief description of Goods and Services] and has accepted a bid by the Supplier for the supply of those goods and services in the sum of .................[Contract price in Words and Figures] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS :

1. In this Agreement works and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz. :

   a) the Bid No. HSCC/PUR/MEA - Myanmar/Equipment/2016-17/01 dated 31.01.2017

   b) Bid Form and the Price Schedule submitted by the Bidder;

   c) the Schedule of Requirements;

   d) the Technical Specifications;

   e) the General Conditions of Contract;

   f) the Special Conditions of Contract; and

   g) the Purchaser's Notification of Award.

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of the defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
Brief particulars of the goods and services which shall be supplied/ provided by the Supplier are as under:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Brief Description of Goods &amp; Services</th>
<th>Quantity to be Supplied</th>
<th>Unit Price</th>
<th>Total Price</th>
<th>Delivery Terms</th>
</tr>
</thead>
</table>

TOTAL VALUE:

DELIVERY & INSTALLATION SCHEDULE:

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

Signed, sealed and delivered by the

said ________________________________ (For the Purchaser)

in the presence of : ________________________________

Signed, sealed and delivered by the

said ________________________________ (For the Supplier)

in the presence of : ________________________________
MANUFACTURERS’ SELF AUTHORIZATION FORM

No. ___________________________ dated _____________.

To
_________________________
_________________________
_________________________

Dear Sir,

IFBNO. ___________________________

Line Item No. ___________________________

We ___________________________ who are established and reputable manufacturers of ______________________ (name and description of goods offered) having factories at ______________________ (address of factory) do hereby submit a bid, and sign the contract with you against the above IFB No. _______________________

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

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

Yours faithfully,

(Name)

(Name of Manufacturers)

Note:- This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer.
MANUFACTURERS’ AUTHORIZATION FORM

No.___________________________ dated_____________.

To
_______________________
_______________________
_______________________
_______________________

Dear Sir,

IFB.No. ______________________________

Line Item No. ___________________________

We _________________________ who are established and reputable manufacturers of________________________ (Name and Description of Goods offered) having factories at ___________________ (Address of Factory) do hereby authorize M/s_________________________ (Name & Address of the Agent) to submit a bid, and sign the contract with you against the above IFB. No.______________________________

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

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

Yours faithfully,

(Name)

(Name of Manufacturers)

Note: - This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. Authorisation to be given to the one firm only, otherwise bid will stand rejected.
BID SECURITY FORM

Whereas ........................................1 (hereinafter called “the Bidder”) has submitted its bid dated ........................................... (date of submission of bid) for the supply of ........................................... (name and/or description of the goods) (hereinafter called “the Bid”).

KNOW ALL PEOPLE by these presents that WE ........................................... (name of bank) of ........................................... (name of country), having our registered office at ........................................... (address of bank) (hereinafter called “the Bank”), are bound unto HSCC (I) Ltd., E-6(A) Sector – 1, Noida (name of Consultant) (hereinafter called “the Consultant”) in the sum of ........................................... for

which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _______ day of __________ 20___.

THE CONDITIONS of this obligation are:

1. If the Bidder
   (a) withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
   (b) does not accept the correction of errors in accordance with the ITB; or

2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity:
   (a) fails or refuses to execute the Contract Form if required; or
   (b) fails or refuses to furnish the performance security, in accordance with the Instruction to Bidders;

We undertake to pay 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 it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including forty five (45) days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above Date: (Signature of the Bank)

__________________________________________
Name of Bidder
PERFORMANCE SECURITY FORM

To: HSCC (I) Ltd.  (Name of Consultant ) WHEREAS ....................................................... (Name of Supplier) hereinafter called “the Supplier” has undertaken , in pursuance of Contract (Purchase order) No............... dated,......... to supply.............................................................(Description of Goods and Services) hereinafter called "the Contract".

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

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of ................................................................. (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of .................................. (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.
This guarantee is valid until the ......day of.................20......
Signature and Seal of Guarantors
.................................................................
.................................................................
.................................................................
Date.................................20......
Address : .................................................................
.................................................................
AFFIDAVIT/UNDERTAKING

I/We have read and understood the instructions and the terms and conditions contained in the document. I/We accordingly accept all terms and conditions of the tender enquiry document including the essential conditions specially incorporated in the tender enquiry like terms of terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law. I/ We confirm that we do not stand deregistered/banned/blacklisted by any Govt. Authorities. I/ We do hereby declare that the information furnished/uploaded is correct to the best of my/our knowledge and belief. I/ We also hereby certify that if at any time, information furnished by us is proved to be false or incorrect; I/ We are liable for any action as deemed fit by the purchaser in addition to forfeiture of the earnest money and blacklisting of our firm.

Date: ___________________________  
(Signature of the bidder)

NAME & ADDRESS OF THE BIDDER

NOTE: To be submitted on non-judicial stamp paper of Rs. 100/- duly certified by Public Notary
Format of Compliance Statement
TECHNICAL COMPLIANCE FORMAT

This information to be filled in as per the following format by all the bidders for each equipment quoted by them and duly signed and to be submitted along with the techno-commercial bid:

<table>
<thead>
<tr>
<th>Line Item No.</th>
<th>Technical Specifications as mentioned in the bid document</th>
<th>Technical specifications of equipment offered by the bidder</th>
<th>Compliance w.r.t. bid specification</th>
<th>Deviation w.r.t. bid specification</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>(6)</td>
</tr>
<tr>
<td></td>
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</tr>
</tbody>
</table>

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

**Signature of the bidder & seal:**
SECTION - VI

C ons ignee Receipt & Acceptance Certificate
**CONSIGNEE RECEIPT CERTIFICATE**

(To be given by consignee's authorised representatives)

The following Goods (Quantity mentioned against each) has/have been received in good conditions along with a copy of inspection report and Purchase Order / Contract copy containing details of the equipment ordered.

1. Name of the item supplied : 
2. Product No. : 
3. Name of the Supplier/ Manufacturer : 
4. a) Quantity supplied : 
   b) Quantity supplied in damaged condition, if any 
5. Place of destination : 
6. Name and Address of the Consignee along with Telephone No. & Fax No. : 
7. Date of the receipt of stores by consignee : 
8. Signature of the Medical Superintendent of Hospital with date : 
9. Name of the Medical Superintendent : 
10. Seal of the consignee 
11. Contract No :
CONSIGNEE ACCEPTANCE CERTIFICATE
(To be issued by Purchaser’s representative/Consignee’s authorised representative)

The following goods/equipment, supplied by the Supplier at this Hospital are as per the specification mentioned in the Purchase Order/ Contract and have been successfully installed, tested and commissioned by the Supplier including imparting training:

1. Description of the item(s) supplied : 

2. Name of Supplier : 

3. a) Quantity Supplied : 

   b) Quantity supplied in damaged condition, if any : 

4. Name and address of Consignee : 

5. Date of receipt of Consignee : 

6. Date of Installation, Demonstration and Training by Supplier : 

7. Signature of the Medical Superintendent of Hospital with date : 

8. Name of the Medical Superintendent

9. Seal of Consignee : 

   Telephone Number of Consignee : 

   Facsimile Number of Consignee : 

SECTION - VII

Schedule of Requirement

<table>
<thead>
<tr>
<th>Package No.</th>
<th>Equipment</th>
<th>Qty</th>
<th>Bid Security in Rs.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Endoscopic Sinus Surgical set</td>
<td>1</td>
<td>42000</td>
</tr>
<tr>
<td>2</td>
<td>Portable X ray machine</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td></td>
<td>C arm with IITV</td>
<td>1</td>
<td>98000</td>
</tr>
<tr>
<td>3</td>
<td>500 ma X-ray machine with Fluoroscopy</td>
<td>1</td>
<td>171000</td>
</tr>
<tr>
<td>4</td>
<td>Flowcytometer</td>
<td>1</td>
<td>80000</td>
</tr>
</tbody>
</table>

DELIVERY, INSTALLATION and COMMISSIONING (GCC 9):

Delivery and Installation of the Goods upto the site shall be made by the Supplier as per following from the date of placement of order or from the date of establishment of Letter of credit in favour of principals in case of imported origin Goods unless specified in IFB:

<table>
<thead>
<tr>
<th>S. No</th>
<th>Package No</th>
<th>Time Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1 to 4</td>
<td>3 months (or from the date of establishing Letter of Credit in favour of the Principals in case of imported origin Goods)</td>
</tr>
</tbody>
</table>

Details of the Consignee

<table>
<thead>
<tr>
<th>Details of the Package</th>
<th>Consignee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Package No. 1 to 3</td>
<td>Sittwe General Hospital, Sittwe</td>
</tr>
<tr>
<td>Package No. 4</td>
<td>Yangon Children Hospital, Yangon</td>
</tr>
</tbody>
</table>
Section -VIII

CHECK LIST FOR BIDDERS
(Bidders must fill-up this Section in all respects and submit with un-priced bid)

IFB No: ____________________________
Package No.: ________________________

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Document</th>
<th>Bidder’s Confirmation (confirmed / not confirmed)</th>
<th>Page No. in the bid</th>
<th>Remark</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Bid document fee submitted.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>EMD submitted along with details i.e. item no., item description, amount etc.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Bid form as per the Bid document submitted on the letter head of the company.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Manufacturer authorization form as per Format given in the Bid document on the letter head of the company.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Original copy of Power of attorney (on non-judicial stamp paper of appropriate value) of the signatory to the signing Bidding Document.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Copy of PAN</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Certificate of Incorporation / Declaration being proprietary firm</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Technical Compliance Statement submitted</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>Commercial Compliance Statement submitted</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>Audited Balance sheet &amp; Profit and Loss statement (duly signed by the auditor) for the last 3 financial years</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>Price schedule has been filled-up strictly as per Format given in bid document.( submitted only online)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td>Copy of price schedule with prices blanked out has been submitted with un-priced bid</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13.</td>
<td>Affidavit</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Important Note:

1) All pages of bid submitted should be page numbered are indexed.
2) The bidder may also go through the check list and ensure that all the documents / confirmed listed above are enclosed in the bid and no column if left blank. If any column is not applicable, it may be filled up as NA.

Signature with Date_____________________
Name & Designation With Company’s Seal ___________________
ECS Format required with every bill for payment

1. Name of the Beneficiary & address : -----------------------------

2. Name of Beneficiary’s Bank : -----------------------------

3. Name of Beneficiary’s Bank Branch. : -----------------------------


5. IFSC/RTGS/ECS No. of Beneficiary’s Bank Branch. (Please give complete Number) : -----------------------------

6. Account of Remittance : -----------------------------

NOTE:-
1. The Bank should be Computer Based Service
2. Should be on Letter head of the vendor
3. A copy of Bank cheque in case of ECS.

(Signature of Beneficiary)
Name -----------------------------
Designation -----------------------------
Date -----------------------------