

TENDER DOCUMENT



GOVERNMENT OF MADHYA PRADESH DEPARTMENT OF MEDICAL EDUCATION

TENDER NO. : CPC/EQ-CARDIOLOGY/13-14/16 (SECOND CALL)

FOR SUPPLY OF : **EQUIPMENTS FOR CARDIOLOGY &
CARDIO THORACIC AND VASCULAR
SURGERY (CTVS)**
FOR GOVERNMENT / AUTONOMOUS
MEDICAL COLLEGES, DENTAL
COLLEGE & ASSOCIATED HOSPITALS
UNDER MEDICAL EDUCATION
DEPARTMENT, GOVT. OF M.P.
BHOPAL

**CONTRACT DOCUMENT CONSISTING OF TENDER NOTICE, TENDER
FORM, RATE SHEET, TENDER CONDITIONS, SPECIFICATIONS AND
TECHNICAL PARTICULARS, FORM OF AGREEMENT ETC.**

ISSUING AUTHORITY
CHAIRMAN, PURCHASE COMMITTEE &
DEAN, M.G.M MEDICAL COLLEGE,
A.B. ROAD INDORE (M.P.)

INDEX

Sr.	Particular	Page No.
1.	Important dates	3
2.	Guideline to bidders for implementation of e-procurement system	4
3.	Section- I (Invitation for bid)	9
4.	Section –II (Instructions to bidder)	11
5.	Section –III (General Conditions of Contract)	29
6.	Section –IV(Special Conditions of Contract)	45
7.	Section –V (Bid Form)	54
8.	Table of Annexure	55
9.	Requirement of equipments	73

GOVERNMENT OF MADHYA PRADESH

DEPARTMENT OF MEDICAL EDUCATION

NATIONAL COMPETITIVE BIDDING FOR THE SUPPLY OF EQUIPMENTS FOR CARDIOLOGY & CARDIO THORACIC AND VASCULAR SURGERY (CTVS) FOR GOVERNMENT / AUTONOMOUS MEDICAL COLLEGES, DENTAL COLLEGE & ASSOCIATED HOSPITALS UNDER MEDICAL EDUCATION DEPARTMENT, BHOPAL, M.P. UNDER RATE CONTRACT

BID REFERENCE :CPC/EQP-CARDIOLOGY/13-14/16 (SECOND CALL)

PRE BID MEETING : 09.07.2013 at 11.30 a.m.

Key Dates : Single Submission MultiOpening With Prequalification

Seq No	DME Stage	Contractor Stage	Start Date & Time	Expiry Date & Time
1	Tender Preparation and Release of NIT	-	27-06-2013 10:00	29-06-2013 18:00
2	-	Tender Purchase - Online	29-06-2013 18:01	24-07-2013 20:30
3	-	Tender Download	29-06-2013 18:01	25-07-2013 20:30
4	-	Submit Bid - Hash Online	29-06-2013 18:01	26-07-2013 20:30
5	Close for Bidding - Generation of Super Hash	-	27-07-2013 11:00	27-07-2013 13:00
6	-	Submit Bids Online - Re-encryption	27-07-2013 13:01	29-07-2013 20:30
7	Open EMD & Technical / PQ bid	-	31-07-2013 11:00	14-08-2013 10:00
8	Open Financial / Price-Bid	-	14-08-2013 11:00	22-08-2013 17:00

Last date for submission of original EMD and other relevant documents is 30.07.2013 upto 17:30 pm. All key dates are tentative and subject to be changed as per procurer requirement, all the information regarding this will be floated only on <http://dme.mpeprocurement.gov.in> portal.

PLACE OF OPENING OF BIDS : Tender will be open online as per key dates at <http://dme.mpeprocurement.gov.in>

ADDRESS FOR SUBMISSION OF PHYSICAL TENDER DOCUMENTS : Chairman, Purchase Committee & Dean
M.G.M. Medical College,
A.B. Road, Indore – 452 001 (M.P.)
Telephone: 0731-2438271, 2526112,
2527383
Fax : 0731-2514628
Website: <http://dme.mpeprocurement.gov.in> ,
Email: cpc2013mgmmc.indore@yahoo.com,

Note: Tender can be downloaded from the website “<http://dme.mpeprocurement.gov.in> by making on line payment of Rs. 610/- (Rs. Six Hundred Ten only) and Cost of tender form in the form of DD of Rs.5,000/- in the name of Dean, M.G.M. Medical College, Indore payable at Indore (M.P.) should be submitted in a separate Envelope marked “Tender Fee” along with physical documents, failing which the tender will be rejected. Email: cpc2013mgmmc.indore@yahoo.com

**GUIDELINES TO BIDDERS FOR IMPLEMENTATION OF
e-PROCUREMENT SYSTEM IN DEPARTMENT OF MEDICAL
EDUCATION, GOVERNMENT OF MADHYA PRADESH**

<http://dme.mpeprocurement.gov.in>

Note: These conditions will over-rule the conditions stated in the tender documents, wherever relevant and applicable.

1. Registration of Bidders on e-Procurement System:

All the Bidders (Contractors/Vendors) registered / intending to register with DEPARTMENT OF MEDICAL EDUCATION are required to register on the e-Procurement System on the website <http://mpeprocurement.gov.in> and get empanelled on <http://dme.mpeprocurement.gov.in> in order to participate in restricted tenders processed by DEPARTMENT OF MEDICAL EDUCATION using the e-Procurement System.

The Bidders (Contractors) registered with other departments who are also eligible to participate in tenders processed by DEPARTMENT OF MEDICAL EDUCATION are also required to be registered on the e-Procurement System on <http://mpeprocurement.gov.in>.

Bidders who are already registered on <http://mpeprocurement.gov.in> can use their existing User Id to login and participate in online tenders floated by DEPARTMENT OF MEDICAL EDUCATION

Digital Certificates:

The Bids submitted online should be signed electronically with a Class III Digital Certificate to establish the identity of the Bidder submitting the Bid online. The Bidders may obtain Class III Digital Certificates issued by an approved Certifying Authority authorized by the Controller of Certifying Authorities, Government of India.

A Class III Digital Certificate is issued upon receipt of mandatory identity proofs along with an Application Form. Only upon the receipt of the required documents, a Digital Certificate can be issued.

Note: It may take up to 4 working days for issuance of Class III Digital Certificate, hence the bidders are advised to obtain them at the earliest.

The Bidders may obtain more information on Digital Certificate from

NexTenders (India) Pvt. Ltd.

A - 6, Sahyog Parisar Opp. Makhanlal Chaturvedi University,

E - 8, Shahpura, Bhopal - 462 039 (M.P.) Ph. No.: 0755 - 407 50 10

Email: Bhopal@nextenders.com

Important Note:

Bid for a particular tender can be submitted during the ONLINE BID SUBMISSION stage only using the Digital Certificate that is used to encrypt the data and sign the hash during the ONLINE BID PREPARATION AND HASH SUBMISSION stage.

In case, during the process of a particular tender, the bidder loses his Digital Certificate because of any problem (such as misplacement, virus attack, hardware problem, operating system problem, etc.); he may not be able to submit his bid online.

Hence, the bidders are advised to keep their Digital Certificates in a safe place under proper security to be used whenever required.

The digital certificate issued to the Authorized User of a Partnership firm / Private Limited Company / Public Limited Company / Joint Venture and used for online bidding will be considered as equivalent to a no-objection certificate / power of attorney to that user.

In case of Partnership Firm, majority of the Partners have to authorize a specific individual through Authority Letter signed by majority of the Partners of the firm.

In case of Private Limited Company, Public Limited Company, the Managing Director / any other Person (having designated authority to authorize a specific individual) has to authorize a specific individual through Authority Letter.

Unless the certificate is revoked, it will be assumed to represent adequate authority of the specific individual to bid on behalf of the Organization for online tenders as per Information Technology Act 2000. This Authorized User will be required to obtain a Digital Certificate. The Digital Signature executed through the use of Digital Certificate of this Authorized User will be binding on the firm. It shall be the responsibility of Management / Partners of the concerned firm to inform the Certifying Authority, if the Authorized User changes, and apply for a fresh digital certificate for the new Authorized User.

2. Set Up of Bidders' Computer System:

In order for a Bidder to operate on the e-Procurement System, the Computer System of the Bidder is required to be set up for Operating System, Internet Connectivity, Utilities, Fonts, etc. A help file on setting up of the Computer System can be obtained from e-Procurement Cell.

3. Publishing of N.I.T.: For the Tenders processed using the e-Procurement System, only a brief Advertisement related to the Tender shall be published in the newspapers and the Detailed Notice shall be published only on the e-Procurement System. The contractors can view the Detailed Notice and the time schedule for all the Tenders processed using the e-Procurement System on the website <http://dme.mpeprocurement.gov.in>

4. Key Dates: The Bidders are strictly advised to follow the time schedule (Key Dates) of the Tender for their side for tasks and responsibilities to participate in the Tender, as all the stages of each Tender are locked before the start time and date and after the end time and date for the relevant stage of the Tender as set by the concerned Department Official. However, it is advised to complete the required stage well in advance and not to wait for last date and time for processing.

5. Online Processing Fee:

The Tender documents can be downloaded ONLY online. The Tender shall be available for download to the concerned eligible bidders immediately after online release of the Tender and upto the scheduled date and time as set in the key dates.

The Bidders can submit the tender documents online by making online payment of online processing fee of Rs.610/- using the service of the secure electronic payments gateway (see point 6 below for further details), and should print out the system generated receipt for their reference which can be produced whenever required. Arrangements have been made for the Bidders to make payments online (Rs.610/-) via Debit Card / Internet Banking towards online processing fee.

6. Electronic Payment Account:

As the tender documents shall be available for download only online, Bidders are required to pay the online processing fee online using the Online Payments Gateway Service integrated into the e-Procurement System.

For the list of available modes of electronic payments that are presently accepted on the Online Payments Gateway Service, please check the link 'List of e-Payments accepted Online' on <http://mpeprocurement.gov.in>.

7. Preparation of Bids and Submission of Bid Seals (Hashes) of Online Bids by the Bidders:

The Bidders have to prepare their Bids online, encrypt their Bid Data in the Bid Forms and submit Bid Seals (Hashes) of all the Envelopes and documents required to be uploaded related to the Tender as per the time schedule mentioned in the key dates of the Notice Inviting Tenders after signing of the same by the Digital Signature of their authorized representative.

8. Generation of Super - Hash:

After the time of submission of Bid Seal (Hash) by the Contractors has lapsed, the bid round will be closed and the concerned Department Official shall generate a Tender Super – Hash which shall be digitally signed by the Department Official.

9. Decryption and Re - Encryption Bids:

Bidders have to decrypt the Bid Data with their Digital Certificate and re-encrypt the Bid Data and also upload the relevant documents using Online Briefcase feature for which they had generated the Bid Seals (Hashes) during the Bid Preparation and Hash Submission stage within the specified time as stated in the time schedule (Key Dates). The encrypted data of only those Bidders who have submitted their Bid Seals (Hashes) within the stipulated time, as per the tender time schedule (Key Dates), will be accepted by the system. A Bidder who has not submitted Bid Seals (Hashes) within the stipulated time will not be allowed to decrypt and re-encrypt his Bid Data or upload the relevant documents.

10. Submission of Earnest Money Deposit:

The Bidders shall submit their Earnest Money Deposit as usual in a physically sealed Earnest Money Deposit Envelope and the same should reach the concerned Office as stated in the Notice Inviting Tender by post.

The Bidders have to upload scanned copy of Earnest Money Deposit instrument along with the reference details.

11. Opening of Tenders:

The concerned Department Official receiving the tenders or his duly authorized Officer shall first open the online Earnest Money Deposit Envelope of all the Bidders and verify the scanned copy of the Earnest Money Deposit uploaded by the Bidders. He/She shall check for the validity of Earnest Money Deposit as required. He/She shall also verify the scanned documents uploaded by the Bidders, if any, as required. In case, the requirements are incomplete, the commercial and other Envelopes of the concerned Bidders received online shall not be opened.

The concerned Official shall then open the other Envelopes submitted online by the Bidders in the presence of the Bidders or their authorized representatives who choose to be present in the order of opening.

He/She will match the Bid Seal (Hash) of each Envelope and the documents uploaded, during the respective opening, with the hash submitted by the Bidders during the Bid Preparation and Hash Submission stage. In the event of a mismatch, the Bid Data in question shall be liable for a due process of verification by the Nodal Officer of e-Procurement System of DEPARTMENT OF MEDICAL EDUCATION.

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

SECTION I : INVITATION FOR BIDS (IFB)

Date : 29.07.2013

IFB No.:CPC/EQP-CARDIOLOGY/13-14/16 (SECOND CALL)

1. For the requirement of Indore, Bhopal, Jabalpur, Gwalior, Rewa & Sagar Medical Colleges, Dental College & Associated Hospitals Under Medical Education Department, Government of Madhya Pradesh, Bhopal Chairman, Purchase Committee & Dean, M.G.M. Medical College Indore (M.P.) now invite online bids from eligible bidders for supply of Equipments For Cardiology & Cardio Thoracic And Vascular Surgery (CTVS) under Rate Contract.
2. Bids may be submitted by the primary manufacturer or their authorized distributor or importer for and on behalf of the primary manufacturer provided the bid is accompanied by a duly notarized letter of authority from the primary manufacturer.
3.
 - a. Price of bidding document (Non refundable DD) : Rs. 5,000/-
(**D.D. in favour of Dean M.G.M. Medical College, Indore payable at Indore**)
 - b. Pre Bid Meeting : 09.07.2013 at 11.30 a.m.
 - c. Last date and time for submission of bids : As per online key dates
 - d. Date and time of opening of Bid (Envelope "D" & "A") : As per online key dates
 - e. Place of opening of bids : at <http://dme.mpeprocurement.gov.in>
 - f. Address of communication: Chairman, Purchase Committee & Dean,
M.G.M. Medical College,
A.B. Road, Indore (M.P.) – 452 001
4. Bidders may offer their bid online for any one or more Equipments For Cardiology & Cardio Thoracic And Vascular Surgery (CTVS). Bids will be evaluated for each equipment separately.
5. Bid and bid security as specified in the bid document must be delivered as per prescribed format for online and physical submission specified in notice and tender document.
6. Bids will be opened online in the presence of Bidder's representatives who choose to attend on the specified date and time fixed for opening the bid. Envelop D containing envelop A & B documents will be opened online as well as physically, out of which envelop A will be immediately opened. Documents together with contents of envelop A will be subject to scrutiny, those bidders whose documents and contents are as per tender conditions will only be deemed qualified for opening of technical bid. The date and time of opening of technical bid (envelop B) will be made available on website within a week of opening of bid and will be communicated online only at <http://dme.mpeprocurement.gov.in>
7. **Price bid should be submitted online only. In case price bid is submitted manually bid will be out through rejected.** Cost of tender form Rs.5,000/- (in the form of DD) should be submitted in separate Envelope marked "Tender Fee". EMD & Technical Bid will be submitted separately in separate sealed Envelopes. Technical Bid will be evaluated as per specification and National Competitive Bidding terms and conditions by the Technical Committee. Those bidders who qualify for the technical bid will be invited for demonstration whereable applicable of equipment on the day, date & place specified by R.C.A. The bidders will have to demonstrate the equipments on the date, day and place specified. Thereafter, Price Bid (Envelope C) will be opened online only for those bidders whose bid will be found technically responsive after demonstration. Opening of date of price bid will be communicated online at <http://dme.mpeprocurement.gov.in> hence bidder are advised to visit web portal on day to day basis.
8. In the event of the date specified for bid receipt/opening being declared as closed / holiday, due date for receipt/opening of bid will be post poned online.
9. Supporting documents along with original EMD and cost of tender form has to be submitted by tenderer at Chairman, Purchase Committee & Dean office, M.G.M. Medical College, Indore (M.P.) on or before the time & date of submission as mentioned above.
10. Time of Completion of work within 8 weeks from the date of allotment letter.

CHAIRMAN, PURCHASE COMMITTEE &
DEAN, M.G.M MEDICAL COLLEGE,
A.B. ROAD INDORE (M.P.)

SECTION II :
INSTRUCTIONS TO BIDDER (ITB)

SECTION II: INSTRUCTIONS TO BIDDER
TABLE OF CLAUSES

Clause No.	Topic Number	Page No.	Clause No.	Topic Number	Page No.
	A. Introduction			D. Submission of Bids	
1.	Scope of work	13	17.	Bid stages	20
2.	Eligible Bidders	13	18.	Deadline for Submission of Bids	23
3.	Eligible Goods and Services	13	19.	Late Bids	23
4.	Cost of Bidding	14	20.	Modification and withdrawal of bids	24
	B. Bidding Documents			E. Bid opening and evaluation of Bids	
5.	Contents of Bidding Documents	14	21.	Opening of Bids by the Rate Contracting Authority	24
6.	Clarification of Bidding Documents	14	22.	Clarification of Bids	25
7.	Amendment of Bidding Documents	15	23.	Preliminary Examination	25
	C. Preparation of Bids		24.	Evaluation and Comparison of Bids	26
8.	Language of Bid	15	25.	Contacting the Rate Contracting Authority	26
9.	Documents Comprising the Bid	15		F. Award of Contract	
10.	Bid Form	16	26.	Post qualification	26
11.	Bid Prices	16	27.	Award Criteria	27
12.	Bid Currencies	17	28.	Purchaser's Right to vary Quantities	27
13.	Documents establishing Bidder's Eligibility and Qualifications	17	29.	Rate Contracting Authority's Right to Accept any Bid and to Reject any or all bids	27
14.	Documents establishing Good eligibility and conformity to Bidding Documents	19	30.	Notification of Rate Contract	27
15.	Bid Security	19	31.	Signing of Rate Contract	27
16.	Period of Validity of Bids	19	32.	Performance Security & Inspection Charges	28
			33.	Placement of Supply Order	28
			34.	Corrupt or Fraudulent Practices	28

A. Introduction

1. Scope of Work

Govt. of Madhya Pradesh, Medical Education Department, requires Equipments For Cardiology for various Govt. / Autonomous Medical Colleges, Dental College & Associated Hospitals of Madhya Pradesh. Bid is issued for procurement of Equipments For Cardiology & Cardio Thoracic And Vascular Surgery (CTVS) at competitive rates. After finalization of the bid, the contract will be awarded to successful bidders for supply of the items, during one year or till further order on rate contract basis on approved rates. Equipments are to be supplied & installed at various designated places like Indore, Bhopal, Jabalpur, Gwalior , Rewa & Sagar.

2. Eligible Bidders

- 2.1 This invitation for Bids is open to all eligible bidders (Please refer guidelines to bidders for online eligibility mentioned above.)
- 2.2 Bidders should not be associated, or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Rate Contracting Authority to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the goods to the Rate Contracting Authority under this Invitation of Bids.
- 2.3 Government owned enterprises in the Rate Contracting Authority's country may participate only if they are legally and financially autonomous, if they operate under commercial law and if they are not a dependent agency of the Rate Contracting Authority.
- 2.4 The tenderers shall clarify/state whether he/they are manufacturer, accredited agent or sole representative indicating principals name & address. The offers of firms who are not manufacturer or direct authorized agent will be summarily rejected. Sub-distributors will not be accepted.

3. Eligible Goods and Services

- 3.1 All goods and ancillary services to be supplied under the Contract shall specify their country of origin.
- 3.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced or from which the ancillary services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 3.3 The origin of goods and services is distinct from the nationality of the Bidder.

4. Cost of Bidding

- 4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and **Chairman, Purchase Committee & Dean M.G.M. Medical College, Indore** hereinafter referred to as “**The Rate Contracting Authority**” will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

B. The Bidding Documents

5. Contents of Bidding Documents

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

- a. Instructions to Bidders (ITB);
- b. General Conditions of Contract (GCC);
- c. Special Conditions of Contract (SCC);
- d. Bid Form;
- e. Annexure-I (Sales Tax Clearance Certificate);
- f. Annexure-II (Manufacturer Authorization Form);
- g. Annexure-III (Declaration / Undertaking Form);
- h. Annexure-IV (Proforma for Performance Statement);
- i. Annexure-V (Annual Turnover Statement);
- j. Annexure-VI (Specifications of required equipments for CARDIOLOGY);
- k. Annexure-VII (Performance Security Form);
- l. Annexure-VIII (Contract Agreement Form);
- m. Annexure-IX (Details of Manufacturing Unit);
- n. Annexure-X (Price Schedule); (should be quoted online only)
- o. Annexure-XI (Price Schedule for AMC (without spare parts) / CMC (include free labour, repair, other services & spare parts); and
- p. Annexure-XII (Detail of Service Centre in M.P.);
- q. Annexure-XIII (Check List)

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

- 5.3 The bidding document is not transferable.

6. Clarification of Bidding Documents

- 6.1 If wishes, a prospective Bidder requiring any clarification of the Bidding Documents shall contact the Rate Contracting Authority in writing at the Rate Contracting Authority's mailing address indicated in the invitation for Bids. The Rate Contracting Authority will respond in writing to any request for clarification of the Bidding Documents, which it receives not later than 15 days prior to the deadline fixed for submission of Bids and prescribed by the Rate Contracting Authority. Any

correspondence with Rate Contracting Authority seeking any clarification regarding any matter contained herein shall not compel the Rate Contracting Authority to suspend the implementation of provision given hereunder or shall not mean a promise to change any provision in this tender document.

7. Amendment of Bidding Documents

- 7.1 At any time prior to the deadline fixed for submission of bids, the Rate Contracting Authority may, for any justifiable reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment.
- 7.2 Any addendum issued shall be part of Bidding Documents and all the prospective bidders will be notified of the amendment by post or publication, and will be binding on them. The same shall be uploaded on the designated website.
- 7.3 In order to allow reasonable time to prospective bidders in which to take the amendment into account in preparing their bids or for any other reason, the Rate Contracting Authority at its discretion, may extend the deadline for the submission of bids.

C. Preparation of Bids

8. Language of Bid

- 8.1 The Bid prepared by the Bidder, as well as all correspondence and documents, printed literature and leaflets relating to the bid exchanged by the Bidder and the Rate Contracting Authority shall be written in English / Hindi language.

9. Documents comprising the Bid

- 9.1 The bid prepared by the Bidder shall comprise the following components:
- a. A Bid Form and Price Schedule completed in accordance with ITB Clause 10, 11 and 12; **Price bid form should be filled online only. Technical Bid Envelope, EMD and cost of tender form instruments should be uploaded online as well as submitting hardcopies thereof.**
 - b. Documentary evidence established in accordance with ITB Clause 13 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;
 - c. Documentary evidence established in accordance with ITB Clause 14 that the goods and services to be supplied by the Bidder are eligible goods and services and conform to the Bidding Documents; and
 - d. Bid Security furnished in accordance with ITB Clause 15.

The Bidders shall submit their Earnest Money Deposit as usual in a physically sealed **Earnest Money Deposit** Envelope and the same should reach the concerned office as stated in the Notice Inviting Tender by post.

The Bidders have to upload scanned copy of Earnest Money Deposit instrument along with the reference details.

10. Bid Form

- 10.1 The Bidder shall complete the Bid Form and shall also submit a hard copy thereof. The signing of Bid Form shall commit the Bidder to supply the ordered goods to the purchaser within 30 days of placing such order.

11. Bid Prices

- 11.1 Bid has been called for the equipments/machines given in the specification in Technical Annexure VI. The bidder should quote the price online only for the equipments/machine offered for. The specifications of the equipments/machines should be brand new unit as per details given in Annexure-VI. Any variation found will result in the rejection of the tender. In any case if price bid submitted manually or in CD than tender will be rejected.
- 11.2 Prices (inclusive of Excise Duty / Custom Duty, transportation, packing, insurance, installation, loading-unloading, warranty, service charge, inspection, and any incidental charges, but exclusive of CST/VAT) should be quoted for each of the required equipments etc., separately on door delivery basis according to the unit ordered. Tender for the supply of equipments etc. with cross conditions like “AT CURRENT MARKET RATES” shall not be accepted. Handling, clearing, transport charges etc. will not be paid. The delivery should be made as stipulated in the supply order placed with successful bidders. Conditional tenders will not be accepted. (Please note that Price Bid/ Financial Proposal is mandate to be online only if submitted in hard copy or in CD bid will be rejected.)
- 11.3 Each bid must contain the unit price of each equipment in digits as well as alphabets. Any discrepancy between the figures and words, the amount written in words will prevail. The tenders should be digitally signed online. The tenderers should take care that the rates and amounts are written in such a way that interpolation is not possible, no blanks should be left which would otherwise, make the tender redundant.
- 11.4 The price quoted by the bidders shall not, in any case exceed the controlled price, if any, fixed by the Central/State Government and the Maximum Retail Price (MRP). Rate Contracting Authority at its discretion, will exercise, the right to revise the price at any stage, on lower side so as to confirm to the controlled price or MRP as the case may be. This discretion will be exercised without prejudice to any other action that may be taken against the bidder.
- 11.5 To ensure sustained supply without any interruption the Rate Contracting Authority, reserves the right to split orders for supplying the requirements among more than one bidder, provided the prices and other conditions of supply are equal.
- 11.6 The prices quoted and accepted will be binding on the bidder for the stipulated period (as per para I of introduction) and any increase in the price will not be entertained till the completion of this tender period or till further orders. Cross Conditions such as “SUBJECT TO AVAILABILITY” “SUPPLIES WILL BE MADE AS AND WHEN SUPPLIES ARE RECEIVED” etc., will not be considered under any circumstances

and the tenders of those who have given such conditions shall be treated as incomplete and Tender will be summarily rejected.

- 11.7 The price quoted should be inclusive of service tax (as per Govt. rules) on inspection and testing charges, which will be realized in advance from the bidders.

12. Bid Currencies

- 12.1 Prices shall be quoted in **Indian Rupees**.

13. Documents establishing Bidder's eligibility and qualifications

- 13.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.
- 13.2 The documentary evidence of the Bidder's eligibility to bid shall establish to the Rate Contracting Authority's satisfaction.
- 13.3 The documentary evidence of the Bidder's qualifications to perform the Contract if its bid is accepted, shall establish to the Rate Contracting Authority's satisfactions:
- a. Bids may be submitted by the primary manufacturer or their authorized distributor or importer for and on behalf of the primary manufacturer provided the bid is accompanied by a duly notarized letter of authority from the primary manufacturer. In case of authorized distributor the bidder should have minimum three years association with manufacturer. (as per authorization form given in Annexure II).
 - b. Documentary evidence for the Registration of the company with details of the Name, Address, Telephone Number, Fax Number, e-mail address of the firm and of the Managing Director / Partners / Proprietor and Name, Address, Telephone number, fax, e-mail of primary manufacturer.
 - c. The bidder shall submit printed original catalogues of primary manufacturer and any other technical documents like data sheet or operational manual of equipment with highlighting the features in portal along with the other documents. In catalogue, the quoted product no. and name should be highlighted and item code should also be written with catalogue, against which that product is quoted. These documents are also to be submitted in physical form before due date along with Bid security. Specification of equipments supplied should match the specification in catalogue.
 - d. The instruments such as power of attorney, resolution of board etc., authorizing an officer/person of the bidder should be submitted with the tender and such Authorized officer/person of the bidder should sign the tender documents.
 - e. Authorization letter nominating a responsible person of the bidder to transact the business with the Rate Contracting Authority.

- f. The Bidder/manufacturer should have atleast three years manufacturing / distributorship experience. The Bidder should submit a list of user of quoted equipments manufactured by the Principal Manufacturer for last three years. These list should also contain the supplies related to the Govt. hospital / Medical Colleges / Public Sector undertaking / Undertaking hospital and other institutions of repute. Bidder should submit details of installation in Annexure IV.
- g. The bidder should have at least one service centre in Madhya Pradesh, with a team of trained service engineer/technical staff the details in this regard as per Annexure-XII shall be submitted. In case at the time of tender service centre is not available in M.P., then he shall submit undertaking to establish the service centre before the award of contract. It shall be the duty of the seller to collect the equipment for repair / service & to replace it after such repair / servicing free of charge during warranty / guarantee period and will cover all such costs in the AMC / CMC.
- h. The bidder shall submit the specification's compliance / deviation report duly filled and signed which clearly bring out the deviation from the specification if any given in Annexure-VI.
- i. Sales Tax/VAT/CST Clearance certificate, as on 31.03.2010 / 31.03.2011 / 31.03.2012 (as per form attached in Annexure-I).
- j. Details of Manufacturing Unit I Annexure – IX. The details containing the name and address of the premises where the items quoted are actually manufactured.
- k. Documents, if any, to show that the manufacturing unit/importer has been recognized, by WHO, UNICEF, ISO or any other Certificate etc.
- l. The bidder shall furnish a notarized affidavit in the format given in Annexure-III declaring that the bidder accepts all terms and conditions of the tender.
- m. Annual turnover (i.e. turnover for each year separately) in the last three financial years shall not be less than Rs. One Crore for Manufacturer and Rs. Fifty Lacs for the authorized distributor. Annual turnover statement for 3 years submitted in the format given in Annexure-V certified by the Auditor/CA.
- n. In case of imported equipment IEC certificate of importer / bidder shall be submitted.
- o. The bidder should also submit national and international quality certificates like ISI/CE/C" mark/IEC standard or equivalent certificate of quoted product, if available.
- p. Concern / Company have not been debarred / blacklisted either by Rate Contracting Authority or by any State Government or Central Government Organization for the quoted product or as a whole. Affidavit to this effect shall be submitted by the concern / company.
- q. Leaflets, literatures, should invariably be attached for ready reference clearly marking the item code no.

r. All documents should be self attested and stamped.

14. Documents establishing Goods Eligibility and Conformity to Bidding Documents

14.1 Pursuant to Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the Bidding Documents of all goods and services, which the Bidder proposes to supply under the Contract.

15. Bid Security

15.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, the bid security which shall be Rs. 2.00 Lakhs (Rs. Two Lakhs). No concession / exemption shall be allowed. F.D.R. should be attached. Scan Copy of same instrument should be uploaded online too.

15.2 The bid security is required to protect the Rate Contracting Authority against risk of Bidder's business conduct which would warrant the security's forfeiture, pursuant to ITB clause 15.7.

15.3 The bid security shall be in Indian Rupees and shall be in form of Fixed Deposit for 18 months in favour of Dean, M.G.M. Medical College, Indore.

15.4 Any bid not secured in accordance with ITB Clause 15.1 and 15.3 above will be rejected by the Rate Contracting Authority as non-responsive, pursuant to ITB Clause 23.

15.5 Unsuccessful Bidder's bid security will be discharged / returned as promptly as possible upon the successful Bidders signing the Contract, pursuant to ITB Clause 31 or after the expiration of the period of bid validity prescribed by the Rate Contracting Authority pursuant to ITB clause 16. No interest is payable on bid security.

15.6 The successful Bidder's bid security will be discharged upon the Bidders signing the Contract, pursuant to ITB Clause 30, and furnishing the performance security, pursuant to ITB Clause 31. No interest is payable on bid security.

15.7 The bid security may be forfeited:

- a. If a bidder
 - (i) withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form;
- b. In case of a successful Bidder, if the Bidder fails:
 - (i) to sign the Contract in accordance with ITB Clause 30; or
 - (ii) to furnish performance security and Inspection Charges in accordance with ITB Clause 31.

16. Period of Validity of Bids

16.1 Quoted Prices of Bids shall be valid for 180 (One hundred eighty) days after the date of bid opening prescribed by the Rate Contracting Authority pursuant to ITB clause 21. A bid valid for a shorter period shall be rejected by the Rate Contracting Authority

as non-responsive. This price on acceptance shall remain fixed till contract period or till further order.

- 16.2 In exceptional circumstances, the Rate Contracting Authority 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. 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.
- 16.3 No bid may be modified subsequent to the deadline for submission of Bids.
- 16.4 No Bid may be withdrawn in the interval between the deadline for the submission of Bids and expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidders forfeiture of its bid security pursuant to ITB Sub-clause 15.7.

D. Submission of Bids

17. Bid Stages

- 17.1 Bid should be submitted in following system and should furnish the following documents failing which their bid shall not be accepted:-

Envelope – A: Tender fee and E.M.D.

(Tender fee in the form of D.D. only)

- (1) The Bidders shall submit their Tender fee Rs.5,000/- in form of a Demand Draft in the name of "Dean, M.G.M. Medical College, Indore" payable at Indore in a separate physically sealed Envelope clearly marked "**Tender Fee**" and the same should reach the concerned office as stated in the Notice Inviting Tender by post. The Bidders have to upload scanned copy of the Tender fee in form of Demand Draft instrument along with the reference details..

(E.M.D. in the form of F.D.R. only)

- (2) The Bidders shall submit their Earnest Money Deposit as usual in a separate physically sealed Envelope and the same should reach the concerned office as stated in the Notice Inviting Tender by post. The Bidders have to upload scanned copy of Earnest Money Deposit instrument along with the reference details..
- (i) Fixed Deposit for 18 Months as bid security which shall be Rs. 2.00 Lakh (Rs. Two Lakh only) tendered for as E.M.D. issued by Nationalized bank in the name of the Dean, MGM Medical College, Indore, payable at Indore (refundable). (Any other example D.D. / Cheque will not be accepted).

- **Without submission of E.M.D. the tender will be summarily rejected as per rules.**
- **In no case the tender cost fee should be mixed with E.M.D. amount. Fee cost is not refundable.**

Envelop – B: (Technical Bid)

- (i) Technical bid should be submitted online as well as with two additional self certified copies (total 3 copies)_for the quoted equipments etc. should be signed and stamped on each page. (ANNEXURE-VI). The bidder shall submit the specification's compliance / deviation report duly filled and signed which clearly bring out the deviation from the specification if any given in Annexure-VI. Format of technical bid is available in tender document and bidder should provide technical bid in MS office version 97 in C.D. and has to be submitted along with the hard copy by the bidder in Envelope B.
- (ii) List of name and address where supply of the quoted equipments has been made.
- (iii) Literature of original catalogue of the product attached for reference.
- (iv) Guarantee / warrantee.
- (v) Sales Tax/VAT/CST Clearance certificate, as on 31.03.2010, 31.03.11, 31.03.12 (as per form attached in Annexure-I).
- (vi) Annexure-II (Manufacturer Authorization Form)
- (vii) Annexure-III (Undertaking Form / Declaration Form)
- (viii) Annexure-IV (Proforma for Performance Statement). A list of user of quoted equipments by the Principal Manufacturer for last three years. These list should also contain the supplies related to the Govt. hospital / Medical Colleges / Public Sector undertaking / Undertaking hospital and other institutions of repute. Bidder should submit details of installation in Annexure IV.
- (ix) Annexure-V (Annual Turnover Statement)
- (x) Annexure – IX (Details of Manufacturing Unit)
- (xi) Annexure – XII (Details of Service Centre in M.P.)
- (xii) Registration Certificate of the company with details of the Name, Address, Telephone Number, Fax Number, e-mail address of the firm and of the Managing Director / Partners / Proprietor.
- (xiii) Authorization letter from manufacturer authorizing a person to transact a business with R.C.A.
- (xiv) The instruments such as power of attorney, resolution of board etc., authorizing an officer/person of the bidder should be submitted with the tender and such Authorized officer/person of the bidder should sign the tender documents.
- (xv) Market Standing Certificate issued by the Licensing Authority as a Manufacturer / distributor for each equipment quoted for the last 3 years. In case of direct importer, evidence for importing the said items for the last three years.
- (xvi) The bidder should also submit national & international quality certificates like ISI/CE/C ISO-9002, IP/BP etc” mark / IEC standard or equivalent certificate of quoted product, if available.
- (xvii) Concern / Company have not been debarred / blacklisted either by Rate Contracting Authority or by any State Government or Central Government Organization. Affidavit to this effect shall be submitted by the concern / company.
- (xviii) Original price Bid and other Form duly digitally signed online by authorized signatory and physical document as per Section V, duly sealed and signed by the bidder on each page for acceptance of Terms and Conditions.
- (xix) Bidders should have the registration under Commercial Tax Authority, Registration should be attached.

- (xx) Affidavit that the firm has no vigilance case / CBI case pending against him / supplier.
- (xxi) Affidavit that the firm has not supplied the same item at the lower rate than quoted in the tender to any Govt. / Semi Govt. or any other organization.
- (xxii) Certificate for being in business or more than 3 years.
- (xxiii) Certificate for sole ownership / partnership and establishment relationship.
- (xxiv) Statement of good financial standing from bankers.
- (xxv) The printed original catalogues of primary manufacturer and any other technical documents like data sheet or operational manual of equipment with highlighting the features in portal along with the other documents. In catalogue, the quoted product no. and name should be highlighted, against which that product is quoted. These documents are also to be submitted in physical form before due date along with Bid security.
- (xxvi) In case of imported equipment IEC certificate of importer / bidder shall be submitted.
- (xxvii) A separate price list of all spares and accessories (including minor) required for maintenance and repairs in future after guarantee / warrantee period.
- (xxviii) Recurring expenditure on equipments.

Both envelopes sealed in main envelop i.e. marked **ENVELOP-D** **“TENDER FOR EQUIPMENTS ETC. FOR P.C.”** *All the envelopes A, B, D must be Wax sealed using sealing Wax and official seal, sealed cello taped, moisture free and strong. All the enclosures and photocopies should be self certified and stamped.*

- i. Reference No. of the tender _____
- ii. Tender regarding _____
- iii. Due date of submission of tender form _____
- iv. Due date for opening of the tender _____
- v. Name of the firm _____

NOTE : TENDER SUBMITTED WITHOUT FOLLOWING THE ABOVE PROCEDURES WILL BE SUMMARILY REJECTED.

Envelop – C: (Financial Bid)

Financial Bid / Price Proposal should be submitted online only, in case if the price bid is sent physically or in CD as a soft copy the bid will be out through rejected.

Envelop – D: (Main Tender Envelop)

- a. Envelop A & B.

17.2 PRICE BID –

The Bidder should furnish the following:-

- i) The rate quoted online only as per unit (landed price) in Annexure-X (Suggested sample proforma of price schedule in this tender document is for inspection and not for physical submission or in CD) shall be inclusive of Excise Duty / Custom Duty, freight, packing, insurance, inspection & testing

charges etc. exclusive of VAT and should be F.O.R. point of installation on turn key basis.

- ii) The rate quoted in column 8 of Annexure-X should be filled online(Suggested sample proforma of price schedule in this tender document is for inspection and not for physical submission or in CD) should be for a unit and given specification. The Bidder is not permitted to change / alter specification or unit size given in the Annexure-X.
- iii) Bidder has to quote rates online only strictly for the items which are mentioned in the tender.
- iv) Rates quoted for items other than mentioned in the tender form then that particular item will not be entertained.
- v) The rates of each item should be quoted in figures as well as in words also otherwise the tender is liable to be rejected.
- vi) The bidder shall also quote charges for Annual Maintenance Contract (without spare parts) / Comprehensive Maintenance Contract (include free labour, repair, other services & spare parts) for the next five years after the expiry of five years warranty/guarantee period in Annexure-XI. AMC should be quoted for equipments costing upto Rs.5.00 Lacs and CMC should be quoted for equipments costing more than Rs.5.00 Lacs.
- vii) The bidder should quote equipments which will have guarantee / warranty of atleast 5 years, equipments which have less than 5 years warranty will not be entertained and so should not be quoted.
- viii) Bidder should show recurring expenditure of each equipment separately.
- ix) The price bid should be submitted online as prescribed in online form only. In case price bid / financial bid is submitted manually or in CD than bid will be rejected.

18. Deadline for Submission of Bids

- 18.1 Bids will not be accepted after the time and date specified in the invitation for Bids (Section I).
- 18.2 The Rate Contracting Authority may, as its discretion, extend the deadline for submission of bids by amending the Bid Documents in accordance with ITB Clause 7, in which case all right and obligations of the Rate Contracting Authority and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 18.3 The Rate Contracting Authority will not be responsible for any delay or non-receipt of tender documents.

19. Late Bids

- 19.1 No Bid can be submitted after the last date and time of submission of bid.

20. Modification and withdrawal of Bids

- 20.1 The Bidder may modify or withdraw their bid before Last Date and time of submitting bid hash online, before completing Submit Bid Hash Online stage. Once the said stage shows to be completed, no modifications can be made by bidder.
- 20.2 No bid may be modified subsequent to the deadline fixed for submission of bids hash online.
- 20.3 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form or any extension thereof. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to ITB Clause 15.7.

E. Bid Opening and Evaluation of Bids

21. Opening of Bids by the Rate Contracting Authority

Opening of Bid process:

- 21.1 Bid will be opened online as per key schedule on the day, date & place specified by the Rate Contracting Authority.
- 21.2 All bidders are entitled to be present at the date, time & place for opening of Bids.
- 21.3 Only one representative of each Bidder is entitled to remain present at the time of bid opening. Bidder's representative who is present shall sign a register evidencing his/her attendance. In the event of the specified date of Bid opening being declared a holiday for the Rate Contracting Authority, the Bids shall be opened at the appointed time and location on the next working day. Such representative must be present with original authority letter issued by the bidder with ID proof in support thereof.
- 21.4 Opening of bid will be sequential process.
- 21.5 Bids will be opened in the presence of Bidder's representatives who choose to attend on the specified date and time fixed for opening the bid. Envelop D containing envelop A & B documents will be opened, out of which envelop A will be immediately opened online and physically. Documents together with contents of envelop A will be subject to scrutiny, those bidders whose documents and contents are as per tender conditions will only be deemed qualified for opening of technical bid. The date and time of opening of technical bid (envelop B) will be made available on website within a week of opening of bid and will be communicated simultaneously to those who qualify for opening of bid. Technical and Price bid will be submitted online and envelope B will be submitted in hard copy too. Technical Bid will be evaluated as per specification and NCB terms and conditions by the Technical Committee. Those bidders who qualify for the technical bid will be invited for demonstration of equipment on the day, date & place specified by R.C.A. The bidders will have to demonstrate the equipments on the date, day and place specified, failing which their bid will be rejected. Thereafter, Price Bid (envelop C) will be opened online only for those bidders whose bid will be found technically responsive after demonstration. Opening of date of price bid will be communicated online only at

<http://dme.mpeprocurement.gov.in> those who qualify and will be displayed on the specified website.

- 21.6 The Bidders' names, presence or absence of the requisite bid security will be announced at the opening of Technical Bid.
- 21.7 Bidders who were found eligible on satisfying the criteria for technical evaluation and inspection by the technical committee can only be invited to be present at the date and time for opening of Price Bid of the tender.

22. Clarification of Bids

- 22.1 During evaluation of bids, the Rate Contracting Authority may, at its discretion, ask the Bidder for clarification of its Bid. Any clarification submitted by a bidder in respect to its bid and that is not in response to a request by the Rate Contracting Authority shall not be considered. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted except to confirm the correction of arithmetic errors discovered by the Rate Contracting Authority in the evaluation of the bids.

23. Preliminary Examination

- 23.1 The Rate Contracting Authority will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether all documents are there, whether the documents have been properly signed, and whether the bids are generally in order.
- 23.2 The Rate Contracting Authority may waive any minor informality or non-conformity or irregularity or omissions in a bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.
- 23.3 Prior to the detailed evaluation, pursuant to ITB Clause 24, the Rate Contracting Authority 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 documents, terms, conditions and specifications of the bidding documents without material deviations. The Rate Contracting Authorities determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 23.4 If a bid is substantially responsive, the Rate Contracting Authority may request that the bidder submit the necessary information or documentation, within a reasonable period of time to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omissions shall not be related to any aspect of the price of the bid. Failure of the bidder to comply with the request within the stipulated time may result in the rejection of its bid.
- 23.5 If a bid determined as not substantially responsive, it will be rejected by the Rate Contracting Authority and may not subsequently be made responsive by the bidder by correction of the non-conformity.

24. Evaluation and Comparison of Bids

- 24.1 The Rate Contracting Authority will evaluate and compare the bids previously determined to be substantially responsive, pursuant to Clause 23. Bids will be evaluated with reference to various criteria as specified in bid document and one of such criteria is that the rate per unit of (landed price) i.e. rate per item for determining the L₁ rate (Lowest rate).
- 24.2 Purchase will also be made from SC / ST firms as per Madhya Pradesh State Government rules.

25. Contacting the Rate Contracting Authority

- 25.1 Subject to ITB Clause 22, no Bidder shall contact the Rate Contracting Authority on any matter relating to its bid, from the time of the bid opening to the time Rate Contract is awarded.
- 25.2 Any effort by a Bidder to influence the Rate Contracting Authority in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid. If the bidder wishes to bring additional information to the notice of the Rate Contracting Authority, it should do so in writing.

F. Award of Contract

26. Post Qualification

- 26.1 Based on the qualification criteria listed in ITB Clause 13, the Rate Contracting Authority will determine to its satisfaction whether the Bidder selected as having submitted the lowest evaluated responsive bid is qualified to satisfactorily perform the Contract.
- 26.2 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. Pursuant to ITB Clause 13, as well as such other information as the Rate Contracting Authority deems necessary and appropriate.
- 26.3 The Rate Contracting Authority shall ask for demonstration whereable applicable of the quoted cardiology equipment. The cost of demonstration shall be born by the bidder. Day, date & place of demonstration shall be decided by Rate Contracting Authority.
- 26.4 An affirmative determination will be prerequisite for award of the Rate Contract to the Bidder. A negative determination will result in rejection of the Bidder's bid in which event the Rate Contracting Authority will proceed to the next bid to make a similar determination of that Bidder's capabilities to perform the contract satisfactorily.
- 26.5 The tenderers shall demonstrate whereable applicable the quoted model of the equipments during the technical evaluation on the day, date & place specified.

27. Award Criteria

- 27.1 Subject to ITB Clause 29 – The Rate Contracting Authority will award rate contract to the successful bidders on lowest evaluated prices or the price approved by the Purchase Committee.

28. Purchaser's Right to vary Quantities

- 28.1 The details of the required equipments etc. are shown in Annexure-VI. The quantity mentioned is only the tentative requirement and may increase or decrease as per the decision of the Purchaser. The rates quoted should not vary with the quantum of the order or the destination.

29. Rate Contracting Authority's Right to Accept any Bid and to Reject any or all bids

- 29.1 The Rate Contracting Authority reserves the right to accept or reject the tender for the supply of all items of equipments or for any one or more of the items of equipments tendered for in a tender without assigning any reason, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Rate Contracting Authority's action.

30. Notification of Rate Contract

- 30.1 Prior to the expiration of the period of bid validity, the Rate Contracting Authority will notify the successful Bidder in writing by registered letter or fax or e-mail, that its bid has been accepted.
- 30.2 The notification of Rate Contract will constitute the formation of the Contract.
- 30.3 Upon the successful Bidder's signed Rate Contract pursuant to ITB Clause 31, the Rate Contracting Authority will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 15.
- 30.4 If, after notification of rate contract, a Bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Rate Contracting Authority. The Rate Contracting Authority will promptly respond in writing to the unsuccessful Bidder.

31. Signing of Rate Contract (Agreement)

- 31.1 At the same time the Rate Contracting Authority will inform to the successful Bidder that its bid has been accepted the Rate Contracting Authority will send the Bidder the Rate Contract Form provided in the bidding document incorporating all agreements between the parties.
- 31.2 Within 10 days of receipt of the Notification of Rate Contract, the successful Bidder shall sign and date the Contract on a non-judicial stamp paper of value of Rs.100/- (stamp duty to be paid by the Bidder) and return it to the Rate Contracting Authority.

31.3 The validity of Rate Contract will be one year and may be extended for further period as agreed mutually unless revoked.

32. Performance Security & Inspection Charges

32.1 Within 15 days of the receipt of firm order from the Rate Contracting Authority or the date specified by the purchaser, the successful Bidder shall furnish the performance security and inspection charges in accordance with the Clause 7 & 8 of General Conditions of Contract.

32.2 Failure of successful bidder to comply with the requirement of ITB Clause 31 or ITB Clause 32.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security/previously deposited performance security and disqualify the firm to participate in the tender for the next five years.

33. Placement of Supply Order

33.1 After finalization of the contract, the successful bidders may be asked to submit the delivery schedule as per requirement of the Purchaser. While placement of orders, the schedule given to the bidders, along with the other conditions stated at ITB 27.1 will be considered.

33.2 To ensure sustained supply without any interruption the Purchaser, reserves the right to split orders for supplying the requirements among more than one L-1 bidder.

34. Corrupt or Fraudulent Practices

34.1 For the purpose of this provision, the terms set forth as follows:

- (i) "Corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution, and
- (ii) "Fraudulent practice" means a mis-presentation / hiding of facts in order to influence a procurement process or the execution of a contract to the detriment of the other bidders, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial noncompetitive levels and to deprive the other bidders of the benefits of free and open competition;
- (iii) Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practice in competing for the contract in question.
- (iv) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be allowed to participate, awarded a contract if at any time determines that the firm has engaged in corrupt or fraudulent practice in competing for, or in executing, a contract.

34.2 Furthermore, Bidders shall be aware of the provision stated in sub clause 21.4 of the General Conditions of contract.

**SECTION III:
GENERAL CONDITIONS OF CONTRACT (GCC)**

SECTION III:
GENERAL CONDITIONS OF CONTRACT (GCC)

TABLE OF CLAUSES

Clause Number	Topic	Page Number
1.	Definitions	31
2.	Applications	31
3.	Country of Origin	32
4.	Standards	32
5.	Use of Contract documents and information	33
6.	Patent Rights	33
7.	Performance Security	33
8.	Inspection and Tests	34
9.	Packing	35
10.	Delivery and Documents	35
11.	Insurance	35
12.	Transportation	35
13.	Warranty	36
14.	Payment	38
15.	Prices	38
16.	Change orders	38
17.	Contract Amendments	39
18.	Assignment	39
19.	Delays in the Supplier's Performance	39
20.	Liquidated Damages	39
21.	Termination for Default	40
22.	Force Majeure	41
23.	Termination for insolvency	41
24.	Termination for Convenience	41
25.	Resolution of Disputes	42
26.	Limitation of Liability	42
27.	Governing Language	42
28.	Applicable Law	43
29.	Notices	43
30.	Taxes and Duties	43
31.	Fall Clause	43
32.	Jurisdiction	44

General Conditions of Contract

1. Definitions

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

- (a) “Rate Contract” means the agreement entered into between the Rate Contracting Authority and the Supplier, as recorded in the Contract Forms signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein for supply of material in agreed time period.
- (b) “Price” means the price payable to the Supplier for the full and proper performance of its contractual obligations.
- (c) “Goods” means all the equipments etc., 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, and other obligations of the Supplier covered under the Contract.
- (e) “GCC” means the General Conditions of Contract contained in this section.
- (f) “SCC” means the Special Conditions of Contract.
- (g) “The Purchaser” means the The Deans of Govt. Medical Colleges and Associated Hospitals of Indore, Bhopal, Gwalior, Jabalpur, Rewa & Sagar purchasing the goods, as named in SCC.
- (h) “The Purchaser’s Country” is the country named in SCC.
- (i) “The Supplier” means the individual or firm supplying the Goods and Services under this Contract.
- (j) “Chairman, PC” means Chairman, Purchase Committee which is Dean, M.G.M. Medical College, Indore
- (k) “Rate Contracting Authority” means the Chairman, Purchase Committee.
- (l) “The Project Site” where applicable, means the place or places named in SCC.
- (m) “Day” means calendar day.

2. Applications

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

3. Country of Origin

- 3.1 All goods and services supplied under the Contract shall be specified their country of origin.
- 3.2 For purpose of this Clause “origin” means the place where the Goods are mined, grown or product, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembling of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 3.3 The origin of Goods and Services is distinct from the nationality of the Supplier.

4. Standards

- 4.1 The Goods supplied under this Contract shall confirm to the standards mentioned in the Technical Specifications and when no applicable standard is mentioned, latest standards agreeable to Rate Contracting Authority should be supplied.
- 4.2 Genuine Equipments For Cardiology and Cardiothoracic & Vascular Surgery must be supplied. Tenderers should indicate the source of supply i.e. name & address of the manufacturers from whom the items are to be imported.
- 4.3 While quoting the rates of Equipments of Cardiology as enclosed list, the name of the manufacturer, must be mentioned otherwise the tender is liable to be rejected.
- 4.4 The rates of every item should be quoted from standard and well reputed firms / companies and they should be minimum possible.
- 4.5 For Equipments for Cardiology means should bear quality assurance certification like ISO 9002 of CE Mark of ISI standardization.
- 4.6 Software and Hardware Update – Free Digital Up-date of software (all updates) upto 5 years.
- 4.7 Voltage stabilizer & digital technology should be supplied with the equipments required it.
- 4.8 Technical specification of equipments / work mentioned is basic, however, equipments of higher specifications may be quoted at no extra cost.
- 4.9 No change in make/manufacturer will be allowed at the time of supply. Changes resulting out of technology upgradation of the same manufacturer can be permitted at no extra cost.
- 4.10 Circuit diagram with operator’s and service manual must be enclosed along with the equipment.
- 4.11 Names of the institution in India, where quoted equipment / work has been supplied / installed / done during last three years must be attached. Also number of units sold in India must be informed in writing.

- 4.12 The Bidders are not allowed to quote for equipments / components with less than desire specification. Deviation from specification on lower / negative side shall not be considered if at any time during evaluation / after supply of equipments / components are found below specification EMD / performance guarantee shall be forfeited and action will be taken for black listing.
- 4.13 Latest models which fulfills this tender's specifications must be quoted.
- 4.14 An affidavit of the manufacturer duly notarized on Non Judicial stamp paper must be enclosed to guarantee supply of all spare parts for 5 years beyond guarantee / warranty period must be enclosed. The manufacturer must submit an authorized price list of genuine spare parts / standard parts and must also mention in the above affidavit that they will ensure sending any revised price list in the event of award of contract which requires AMC / CMC.
- 4.15 Tenders of refurbished equipments / machineries will not be accepted. The bidder must give an affidavit on a duly notarized Non judicial stamp paper that the quoted equipment / machine is not refurbished.

5. Use of Contract documents and information

- 5.1 The supplier shall not, without the Rate Contracting Authority'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 Rate Contracting Authority in connection therewith, to any person other than a person employed by the supplier in performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extent only so far as may be necessary, for purposes of such performance.
- 5.2 The Supplier shall not, without the Rate Contracting Authority's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for the purposes of performing the Contract.
- 5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Rate Contracting Authority and shall be returned (in all copies) to the Rate Contracting Authority on completion of the Supplier's performance under the contract if so required by the Rate Contracting Authority.

6. Patent Rights

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

7. Performance Security

- 7.1 The supplier shall furnish performance security in the amount specified in SCC 2.1 to the purchaser as specified in GCC 1.1 (g).

- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 7.3 The Performance Security shall be denominated in Indian Rupees and shall be in the form of FDR/Bank Guarantee of Nationalized Bank located in India in the prescribed form provided in bidding document or another acceptable to the purchaser in favour of Purchaser till completion of warranty period.
- 7.4 The performance security will be discharged by the purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's satisfactory performance obligations, including warranty obligations, unless specified otherwise in SCC.

8. Inspection and Tests

If purchaser wishes:

- 8.1 The purchaser or its representative shall have the right to inspect and/or test the Goods to confirm their conformity to the contract. The Special Conditions of Contract and/or the Technical Specification shall specify what inspections and tests the purchaser requires and where they are to be conducted. The purchaser shall notify the Supplier in writing of the identity of any representatives retained for these purposes.
- (i) The Supplier shall notify the purchaser or its representative at least 10 days prior to the date when Goods are available for inspection.
 - (ii) The Supplier will provide to the purchaser or its representative all reasonable facilities for the conduct of such inspections and tests at no additional cost to the purchaser. The Supplier may seek an independent quality test report for batch ready for shipment. The cost of such tests will be borne by the Supplier.
 - (iii) Where the Supplier contests the validity of the rejection by the purchaser or his representative, whether based on product or packing grounds, a sample drawn by the Inspection Authority will be forwarded for analysis to an independent technical inspection. The Finding, which will be promptly obtained, will be final and binding on both the parties. The cost of umpire analysis will be borne by the losing party.
 - (iv) The Purchaser's right to inspect, test and where necessary, reject the Goods after the Goods arrival in at Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the purchaser or its representative prior to the Goods shipment from the country of origin.
 - (v) Nothing in Clause 8 shall in any way release the supplier from any warranty or other obligations under this Contract.

9. Packing

- 9.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate the remoteness of the Goods final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the contract including additional requirements, if any, specified in SCC, Technical specification and in any subsequent instruction ordered by the Purchaser.

10. Delivery and Documents

- 10.1 The supply should be completed within 30 days for indigenous and 120 day for imported equipments from the date of supply order unless otherwise specified in the supply order. Purchaser will place order by fax &/or e-mail &/or speed post.
- 10.2 It shall be the responsibility of the Supplier to make good for any shortage/damage at the time of receipt at designated place.
- 10.3 The details of shipping and/or other documents to be furnished by the Supplier are specified in SCC.
- 10.4 The delivery of Equipments for Cardiology should be made at the point / place specified by the Purchaser in Purchase Order.
- 10.5 The successful bidders should strictly adhere to the following delivery schedule Supply, Installation & Commissioning on turn key basis should be effected within a fortnight from the date of supply and this clause should be strictly adhere to failing which necessary administrative action as deemed fit under rules will be taken against the defaulter.
- 10.6 Supply must be toto i.e. not in fraction.

11. Insurance

- 11.1 The Goods supplied under the contract shall be fully insured in Indian Rupees against the loss or damage incidental to manufacture, acquisition, transportation, storage, delivery, installation and test running in the manner specified in SCC.

12. Transportation

- 12.1 Where the Supplier is required under the Contract to transport the Goods to project site, including insurance as shall be specified in the Contract shall be arranged by the Supplier, and the related cost shall be included in the Contract Price.

- 12.2 The loss or damage of material whatsoever, whether insured or not, during transit shall be made good by bidder free of charge, failing which the losses will be deducted from their bill / performance security.
- 12.3 Wharf age, demurrages etc. on account of incorrect or delayed dispatch of material or documents shall be the responsibility of the supplier and shall be recovered from his bill / performance security.

13. Warranty

- 13.1 The Bidder shall provide on site warranty/guarantee of the equipment for the period of five years from the date of installation. Warranty will cover services, repairs, maintenance, replacement of spare parts, broken / damaged / worn out spare parts and other services free of cost during the whole warranty period of five years. The warranty shall also include “on call service” which should not exceed 48 hours from the date of lodging of complaint. The purchaser shall have the right to get the work done at the cost of bidder’s responsibility, if machine is not repaired within 48 hours.
- 13.2 The Purchaser shall promptly notify the Supplier in writing of any claims arising under the warranty.
- 13.3 Upon receipt of such notice, the Supplier shall, with all reasonable speed, replace the sub standard equipments, without cost to the Purchaser.
- 13.4 If the Supplier, having been notified, fails to remedy the defect(s) within seven days, the Purchaser may proceed to take such remedial actions as may be necessary, at the Supplier’s risk and expense and will have right to impose penalty without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.
- 13.5 The stores supplies shall be strictly in accordance with the Specifications / Standards and shall be of the best quality. The stores are demanded to carry the Supplier’s own guarantee of the items by the consignee.
- 13.6 If at any time during/after the supply if equipment is not found as per specification, sub standard or refurbished the bidder shall replace defective equipment at his own cost, immediately, failing which the total amount is recoverable from him and he will be black listed.
- 13.7 UPTIME GUARANTEE: The firm should provide uptime guarantee of 95%.
- 13.8 **Downtime penalty Clause:**
During the Guarantee / Warranty period, desired uptime of 95% of 365 days (24 hours), if downtime exceeds 5%, penalty in the form of extended warranty, double the number of days for which the equipment goes out of service will be applied. The vendor must undertake to supply all spares for optimal upkeep of the equipments for at least 10 years after handing over the unit to the Institute. If accessories /other attachment of the system are procured from the third party , then the vendor must produce cost of accessory/other attachment and the AMC / CMC from the third party separately along with the main offer and the third party will have to sign the AMC / CMC with the Purchaser if required. In no case instrument should remain in non –

working condition for more than 5 days, beyond which a penalty of 0.2 % (zero point two percent) of machine cost will be charged per day. The Principals or their agents are required to submit a certificate that they have satisfactory service arrangements and fully trained staff available to support the uptime guarantee.

- 13.9 **Guarantee / Warranty period:** The tenderers must quote for 5 years warranty from the date of completion of the satisfactory installation. The Warranty charges shall not be quoted separately otherwise the offer shall be summarily rejected. Also the Bidders should submit their quote for subsequent 5 years AMC (without spare parts) / CMC (include free labour, repair, other services & spare parts). Failure to comply this condition will entail the rejection of the Bids. The price comparison shall be made taking into account on basic price and post warranty AMC / CMC. The Rate Contracting Authority reserves the right to award AMC / CMC. A.M.C. (without spare parts) shall be quoted for equipments costing upto Rs.5.00 Lacs and C.M.C. (include free labour, repair, other services & spare parts) shall be quoted for equipments costing above Rs.5.00 Lacs. So the price of AMC / CMC should be quoted according to the cost of equipment.
- 13.10 **TRAINING:** Training of equipments within the stipulated time should be done by the supplier at his cost. The time & place of training shall be stipulated by purchaser. Training should be of 2 doctors and 2 technicians of user department.
- 13.11 The Tenderers should clearly indicate the name of the Manufacturers, country of origin, place of shipment / air freightment etc.
- 13.12 Local agents quoting on behalf of their foreign suppliers must attach authority letter in their favour.
- 13.13 Successful tenderers will have to furnish performance Bank Guarantee for 10% contract value from any Nationalized Bank valid for the warranty period.
- 13.14 The rates quoted for the Stores/Equipments, under the reference, by the supplier shall in no event exceed the lowest price at which the suppliers of the Stores / Equipments of identical description are made to any other person / organization / institution during the period and should attach an undertaking (**duly notarized**).
- 13.15 Equipment should be brand new & of latest technology along with digital technique wherever applicable.

13.16 The Rate Contracting Authority reserves the right to increase the accessories and their numbers, payment will be made only for ordered accessories.

14. Payment

14.1 The method and conditions of payment to be made to the Supplier under the contract shall be specified in the SCC.

14.2 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 the service performed, and by documents, submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the contract.

14.3 Payments shall be made by the Purchaser after submission of the claim by the Supplier. All sincere efforts will be made for payment of due amount which has been submitted to the purchaser within 30 days unless the situation being out of control of the purchaser. Proforma invoice should also be submitted.

14.4 Payment shall be made in Indian Rupees.

14.5 The payment of the claim / bill will be made after deduction of VAT as per rules of M.P. Commercial Tax Act Section 34 and other taxes from the bill.

14.6 No payment shall be made for rejected Stores. Rejected items must be removed by the supplier within two weeks of the date of rejection at their own cost and replace immediately. In case these are not removed these will be auctioned at the risk and responsibility of the suppliers without any notice.

14.7 Supply of equipments means – installation and commissioning and also test running at site. No separate charges will be paid separately on this account.

14.8 Payment will be made after installation, commissioning and successful test running at the site, due verification and subsequent satisfactory report of the user department.

15. Prices

15.1 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.

15.2 Recurring expenditure of the machine / equipment should be mentioned.

16. Change orders

16.1 The Rate Contracting Authority may at any time, by written order given to the Supplier pursuant to GCC Clause 29 make changes within the general scope of the Contract in any one or more of the following:

1. the method of shipping or packing, installation;
2. Any other terms & conditions in public interest.

16.2 If any such change causes an increase or decrease in the cost of, or the time required, for the Supplier's performance of any provision under the Contract, and equitable adjustment shall be made in the Contract Price or delivery schedule or both and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within fifteen (15) days from the date of the Supplier's receipt of the Purchaser's change order.

16.3 The Purchase Orders on approved rates will be placed by the Purchaser.

17. Contract Amendments.

17.1 Subject to GCC Clause 16, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by both the parties.

18. Assignment

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

19. Delays in the Supplier's Performance

19.1 Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in the Supply order.

19.2 If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the Goods and performance of the Service, 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.

19.3 Except as provided under GCC Clause 22, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 20, unless an extension of time is agreed upon pursuant to GCC Clause 19.2 without the application of liquidated damages.

20. Liquidated Damages

20.1 Subject to GCC Clause 22, if the Supplier fails to deliver any or all the Goods or to perform the services within the period(s) specified in the supply order, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed goods or unperformed services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of percentage specified in SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 21.

21. Termination for Default

Contract may be terminated by the Rate Contract Authority if:

- 21.1 If the supplier fails to execute the supply within the stipulated time, the Purchaser is at liberty to make alternative purchase, in the event of making ALTERNATIVE PURCHASE, the supplier will be imposed penalty apart from the forfeiture of Performance Guarantee. The excess expenditure over and above contracted prices incurred by the Purchaser in making such purchases from any other sources or in the open market or from any other supplier who has quoted higher rates and other losses sustained in the process, shall be recovered from the Performance Security or from any other money due and become due to the Supplier and in the event of such amount being insufficient, the balance will be recovered personally from the Supplier. The penalty would be as under:
- a. First extension 31st day for indigenous and 121st day for imported equipments thereof from the date of issue of supply order – 3% of supplied ordered item.
 - b. Second & maximum after 45 days for indigenous and 135 days for imported equipments from the date of issue of supply order – 5% of supplied ordered item.
 - c. The order will be deemed cancelled after expiry of 60 days for indigenous and 150 days for imported equipments from the issue date.
- 21.2 The order may be cancelled after expiry of delivery period as mentioned in the supply order and the supplier shall also suffer forfeiture of the Performance Security and shall invite other penal action like blacklisting / disqualification from participating in present and future tenders.
- 21.3 Rate Contracting Authority will be at liberty to terminate by assigning justifiable reason thereof the contract either wholly or in part on one month notice. The Supplier will not be entitled for any compensation whatsoever in respect of such termination.
- 21.4 If the Supplier, in the judgment of the Rate Contracting Authority has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

For the purpose of this Clause.

“Corrupt practice” means offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

“Fraudulent practice” means a mis-presentation / hiding of facts in order to influence a procurement process or the execution of a contract to the detriment of the other bidders, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial noncompetitive levels and to deprive the other bidders of the benefits of free and open competition.

- 21.5 For infringement of the stipulations of the contract or for other justifiable reasons, the contract may be terminated by the Rate Contracting Authority, and the supplier shall be liable for all losses sustained by the Rate Contracting Authority, in consequence of the termination which may be recovered personally from the supplier or from his properties, as per rules.

- 21.6 Non performance of any of the contract provisions will disqualify a firm to participate in the tender for the next five years.
- 21.7 In all the above conditions, the decision of the Rate Contracting Authority shall be final and binding.

22. Force Majeure

- 22.1 Not with standing the provision of GCC Clause 19, 20, 21, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, penalty or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 22.2 For purpose of this Clause, “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Rate Contracting Authority either in its sovereign or contractual capacity, wars or revolution, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 22.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Rate Contracting Authority in writing with adequate proof of such conditions and the cause thereof. Unless otherwise directed by the Rate Contracting Authority in writing the Supplier continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by Force Majeure event.

23. Termination for insolvency

- 23.1 The Rate Contracting Authority may at any time terminate the contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Rate Contracting Authority.

24. Termination for Convenience

- 24.1 The Rate Contracting Authority, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Rate Contracting Authority’s convenience, the extent to which performance of the Supplier under the contract is terminated, and the date upon which such termination become effective.
- 24.2 The Goods that are complete and ready for shipment within 30 days after the Supplier’s receipt of notice of termination shall be accepted by the Rate Contracting Authority at the Contract terms and prices. For the remaining Goods, the Rate Contracting Authority may elect:
- i) to have any portion completed and delivered at the Contract terms and prices; and / or

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

25. Resolution of Disputes

- 25.1 The Rate Contracting Authority and the Supplier for the rate contracts & purchaser and supplier for supply order, supply, delivery and payment and other issues shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the Contract.
- 25.2 If, after thirty (30) days from the commencement of such informal negotiations, the Rate Contracting Authority and the Supplier & purchaser and the supplier have been unable to resolve, amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC. These mechanisms may include, but are not limited to, conciliation mediated by a third party, adjudication in an agreed national or international forum, and/or international arbitration.
 - i. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the goods under the contract.
 - ii. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in SCC.
- 25.3 Notwithstanding any reference to arbitration herein the parties shall continue to perform their respective obligations under the contract unless they otherwise agree.

26. Limitation of Liability

- 26.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6.
 - i. the supplier shall not be liable to the Rate Contracting Authority, whether in contract, tort, or otherwise, for any indirect or consequential clause or damage, loss of use, loss of production or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the suppliers to pay liquidated damages to the Rate Contracting Authority, and
 - (ii) the aggregate liability of the supplier to the Rate Contracting Authority, whether under the contract, in tort or otherwise, shall not exceed the total ordered price, provided that this limitations shall not apply to the cost of replacing sub-standard/defective goods.

27. Governing Language

- 27.1 The contract shall be written in English language. Subject to GCC Clause 28, English language version of the Contract shall govern its interpretation. All correspondence

and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

28. Applicable Law

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

29. Notices

29.1 Any notices given by one party to the other, pursuant to this Contract, shall be sent to other party in writing, confirmed in writing to the other Party's address specified in SCC.

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

30. Taxes and Duties

30.1 In case of any enhancement in Excise Duty due to notification of the Government after the date of submission of tenders and during the tender period, the quantum of additional excise duty so levied will be paid extra, if the rates of excise duty prevailing at the time of tender, has been shown extra and actually paid by the supplier. For claiming the additional cost on account of the increase in Excise Duty, the supplier should produce a letter from the concerned Excise authorities for having paid additional Excise Duty on the goods supplied to Purchaser and also must claim the same in the invoice separately.

30.2 Suppliers shall be entirely responsible for all taxes, duties license fees, octroi, road permits, etc. incurred until delivery of the contracted Goods to the Purchaser. However, Sales tax/VAT (not surcharge in lieu of Sales Tax/VAT) in respect of the transaction between the Purchaser and the Supplier shall be payable extra, if so stipulated in the supply order.

31. Fall Clause

31.1 Prices charged for supplies under Rate Contract by the supplier should in no event exceed the lowest prices at which he offers to sell or sells the stores of identical description to any other State Government / DGS & D/ Public Undertaking during the period of the contract.

31.2 If at any time during the period of contract, the price of tendered items is reduced or brought down by any law or Act of the Central or State government, the supplier shall be bound to inform Rate Contracting Authority immediately about such reduction in the contracted prices, in case the supplier fails to notify or fails to agree for such reduction of rates, the Rate Contracting Authority will revise the rates on lower side. If there is a price increase for any product after quoting the rates, the bidder will have to supply the item as per quoted rates. This office will not accept any higher rates after wards.

31.3 If at any time during the period of contract, the supplier quotes the sale price of such Equipments or sells such Equipments to any other State Govt. / DGS&D and Public

Undertakings at a price lower than the price chargeable under the rate contract he shall forthwith notify such reduction to Rate Contracting Authority and the prices payable under the rate contract for the Equipments supplied from the date of coming into force of such price stands correspondingly reduced as per above stipulation however reduction shall not apply to :-

- (a) Export by the supplier
- (b) For all contracts entered into prior to the date of the tender or for any backlog of pending orders.

31.4 Within six months of the commencement of the rate contract and at the rate contract period a certificate in the following forms will have to be submitted by the supplier :-

I/We certify that the stores of description identical to the store supplied to the Govt. of M.P. under the contract herein have not been sold by me/us to any other State Govt. / Central Govt. / DGS & D / Public Undertaking during the period of the rate contract of Madhya Pradesh under the contract / except for the quantity of under sub-clause (a) & (b) of the clause 31.3.

32. Jurisdiction

- 32.1 In respect of all disputes or claims related with Rate Contracts out of or under this contract, Indore Court alone shall have jurisdiction to entertain the same.
- 32.2 In respect of all disputes or claims related with Supply, Payments and any other out of or under this contract, the concerned Court of Purchaser's place shall have jurisdiction to entertain the same.

CHAIRMAN, PURCHASE COMMITTEE &
DEAN, M.G.M MEDICAL COLLEGE,
A.B. ROAD INDORE (M.P.)

**SECTION IV :
SPECIAL CONDITIONS OF CONTRACT (SCC)**

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SPECIAL CONDITIONS OF CONTRACT (SCC)

TABLE OF CLAUSES

Clause No.	Topic	Page No.
1	Definitions (GCC Clause 1)	47
2	Performance security (GCC Clause 7)	47
3	Inspection and tests (GCC Clause 8)	47
4	Annual / Comprehensive Maintenance Contract) & Training	49
5	Packing (GCC Clause 9)	49
6	Delivery and documents (GCC Clause 10)	49
7	Insurance (GCC Clause 11)	50
8	Payments (GCC Clause 14)	50
9	Prices (GCC Clause 15)	50
10	Liquidated damages & deduction in payment (GCC Clause 20)	51
11	Resolution of disputes (GCC Clause 25)	51
12	Notices (GCC Clause 29)	52
13	Supplier Integrity	52
14	Supplier's obligations	52
15	Patent right (GCC Clause 6)	53
16	Progress of Supply	53
17	Section V: Bid Form	54

Special Conditions of Contract

The following special conditions of contract shall supplement the general conditions of contract whenever there is a conflict, the provisions herein shall prevail, over those in the general conditions of contract the corresponding clause numbers of the general conditions is indicated in parentheses.

1. Definitions (GCC Clause 1)

GCC 1.1 (g) (a) The Purchaser is concerned Deans / Principal / Superintendents of various Govt. / Autonomous Medical Colleges, Dental College and Associated Hospitals of Madhya Pradesh which is also Good's Receiving Authority.

GCC 1.1 (i) (b) The Supplier is the individual or firm supplying the Goods and Services under this Contract.

GCC 1.1 (h) (c) The Purchaser Country is India.

GCC 1.1 (l) (d) The project site is as per supply order.

2. Performance security (GCC Clause 7)

2.1 The supplier shall be required to pay 10% performance security of the order value or maximum Rs. 15 lac which ever is less. The performance security should be paid upfront in respect of each supply order or before the due date fixed by the Purchaser, valid up to the end of guarantee / warranty period for performance obligations including warranty obligations.

2.2 Substitute clause 7.4 of the GCC by the following.

The performance security will be discharged by the Purchaser and returned to the supplier not later than 60 days following the date of completion of the supplier's satisfactory performance obligations including the warranty obligations under the contract.

2.3 Add as clause 7.5 to the GCC the following:-

In the event of any contract amendment, the supplier shall, within 07 days of receipt of such amendment furnish the amendment to the performance security, rendering the same valid for the duration of the contract as amended for further period of 60 days thereafter.

3. Inspection and tests (GCC Clause 8)

If purchaser wishes:

A. The inspections shall be carried out by the appointed Technical Committee or Inspection Agency at the premises of the suppliers / godown or stores of the supplier / at point of delivery / installation. Inspection and testing charges for the above purpose shall be borne by the supplier.

- B. Inspection note will be issued by the inspection committee verifying the specification, performance, details of accessories supplied with the machine, test certificate issued by the respective authority etc. as decided by the purchasing committee.
- C. The machine will be dispatched only after the inspection procedure has been followed and inspection note issued to accept the consignment.
- D. The consignee may also draw the sample, at random, from the consignment within 45 days of their receipts, and get them re-tested to satisfy whether the lots conform to the laid down specification. In the event of the sample failing to conform to specification, the consignee shall reject the batch of supply and inform the supplier for arranging replacement of the rejected batches at his own cost.
- E. When the inspection conducted on the premises of the supplier, all reasonable facilities and assistance including access to drawing and production data shall be furnished to the inspectors at no charge to the Purchaser.
- F. In the event of the sample of EQUIPMENTS failing quality test and found to be not as per specification the Purchaser is at liberty to make alternative purchase of the items, of EQUIPMENTS for which the supply orders have been placed, from any other sources or in the open market or from any other suppliers who might have quoted higher rate at Bid and the cost of the supplier and in such cases the Purchaser has every right to recover the excess cost from supplier's performance security.
- G. If any items of equipments supplied by the supplier have been partially or wholly used or consumed after supply and are subsequently found to be in bad order, unsound, inferior in quality or description or otherwise faulty or unfit for consumption and if payment had already been made to him then the contract price or prices of such articles or things will be recovered from the supplier,. The supplier will not be entitled to any payment, whatsoever, for items of equipments found to be NOT OF STANDARD QUALITY whether consumed or not and the purchaser is entitled to deduct the cost of such equipments from any amount payable to the supplier. On the basis of nature of failure, the product / supplier will be moved for black listing.
- H. For equipments labelled as NOT OF STANDARD QUALITY, the concerned administration will be informed for initiating necessary action against the supplier and that product shall be banned / black listed and no further supplies will be accepted from him till he is legally discharged. The supplier shall also not be eligible to participate in tenders for supply of such equipments for a period of five subsequent years.

4. Annual (without spare parts) (AMC) / Comprehensive (include free labour, repair, other services & spare parts) Maintenance Contract (CMC) & Training

- 4.1 The Bidder shall also quote charges for Annual (without spare parts) / Comprehensive (include free labour, repair, other services & spare parts) Maintenance Contract for the next five years after the expiry of five years warranty period in Annexure-XII.
- 4.2 The bidder shall provide operational training to Technician staff / operator for minimum of 3 days by the expert or as instructed at the time of agreement.
- 4.3 The bidder should take guarantee of the availability of all spare parts for a minimum period of 10 years from the date of installation.
- 4.4 Genuine equipments and instruments etc. should be supplied. Tenderers should indicate the source of supply i.e. name and address of the manufacturers from whom the items are to be imported.

5. Packing (GCC Clause 9)

Add as clause 9.3 of the GCC of the following:-

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

(i) Project (ii) Contract No. (iii) Country of Origin of Goods (iv) Supplier's Name; and (v) Packing list reference number.

- 5.1 Packing should be able to prevent damage or deterioration during transit.
- 5.2 In the event of items of equipments supplied found to be not as per specifications in respect of their packing, the Purchaser is at liberty to make alternative purchase of the items of equipments for which the supply orders have been placed from any other sources or in the open market or from any other bidder who might have quoted higher rates at the risk and the cost of the supplier and in such cases the Purchaser has every right to recover the cost and imposes penalty as mentioned in GCC clause 21.1.

6. Delivery and documents (GCC Clause 10)

Upon delivery of the goods, the supplier shall submit the following documents to the Purchaser.

- (i) Three copies of the supplier invoice showing Goods description, quantity, unit price, and total amount.
- (ii) Acknowledgement of receipt of goods from the consignee(s).
- (iii) Installation certificate signed by respective consignee.
- (iv) Manufacturer's / supplier's warranty certificate.

- (v) Inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and
- (vi) Certificate of origin.
- (vii) Photocopy of all test report of all equipments etc. should be submitted with every delivery challan.

7. Insurance (GCC Clause 11)

For delivery of goods at site, the insurance shall be obtained by the supplier in an amount equal to the value of the goods from final destinations as specified in the supply order of "All Risks" basis including war Risks and strike.

Should any loss or damage occurs, the supplier shall:

- (a) Initiate and pursue claim till settlement, and
- (b) Promptly make arrangement for replacement of any damaged item/s irrespective of settlement of claim by the underwriters.

8. Payments (GCC Clause 14)

Payment for goods and services shall be made in Indian Rupees as follows:-

- 8.1 No advance payments towards cost of equipments etc. will be made to the supplier.
- 8.2 All payments shall be made by way of crossed cheques drawn in favour of the supplier.
- 8.3 All bills / invoices should be raised in triplicate in the name of Concerning Purchaser.
- 8.4 Payment will be made after completion of supply of goods / service on turn key basis as per supply order, installation, commissioning and successful test running at the site, due verification and subsequent satisfactory report of the user department. Payments shall be made by the Purchaser after submission of the claim by the Supplier. All sincere efforts will be made for payment of due amount which has been submitted to the purchaser within 30 days unless the situation being out of control of / unforeseen for the purchaser. Proforma invoice should also be submitted.
- 8.5 FALL CLAUSE: If, at any time, during the said period, the supplier reduce the said prices of such Stores/ Equipment or sales such stores to any other person/organization at a price lower than the chargeable, he shall forthwith notify such reduction or sale to the PURCHASER and the price payable for the Stores supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced.

9. Prices (GCC Clause 15)

Substitute clause 15.1 of the GCC with the following:

Prices payable to the supplier as stated in the contract shall not be subject to adjustment during performance of the contract

10. Liquidated damages & deduction in payment (GCC Clause 20)

10.1 For delay :

Substitute GCC clause 20.1 by the following:

Subject to GCC clause 20, if the supplier fails to deliver any or all the goods or perform the services within the time period(s) specified in the contract. The Purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price as liquidated damages, as shown below of the delivered price of the delayed goods or unperformed services for each week of delay or part thereof until actual delivery or performance up to maximum deduction of 5% of the delayed goods or services contract price. Once the maximum is reached, the purchaser may consider termination of the contract.

- A. First penalty: 31st day for indigenous and 121st day for imported equipments from the date of issue of supply order – 3% of supply ordered item.
- B. Second penalty: After additional 45 days for indigenous and 135 days for imported equipments from the date of issue of supply order – 5% of supply ordered item.
- C. The order will be deemed cancelled after expiry of 60 days for indigenous and 150 days for imported equipments from the issue date

10.2 Purchaser has every right to receive supply even after expiry of delivery period as mentioned in the supply order and in such case, liquidated damages will be levied @ 3% of the delivery price of the delayed goods or unperformed services for each week of delay or part thereof until actual delivery or performance.

10.3 Supply in damaged condition shall not be accepted. In case of damage in the packing, the supply will be accepted only after levying penalty or replacement of damaged supply on the total value of supply to that particular / other designated place.

10.4 Supply must be in toto i.e. not in fraction.

11. Resolution of disputes (GCC Clause 25)

Add as GCC clauses 25.4 and 25.5 the following:

25.4 The dispute resolution mechanism to be applied pursuant to GCC clause 25 shall be as follows:

- (a) In case of dispute or difference arising between the Rate Contracting Authority / Purchaser and supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The Next Higher Authority shall be the Arbitrator.

25.5 The Venue of Arbitration shall be at concerned place of next higher authority of R.C.A. / Purchaser.

12. Notices (GCC Clause 29)

For the purpose of all notices, the following shall be the address of the Rate Contracting Authority & Purchaser and supplier:

Rate Contracting Authority: The Chairman, Purchase Committee &
Dean, M.G.M. Medical College,
Indore (M.P.)

Purchaser :

1. Dean, M.G.M. Medical College, A.B.Road, Indore
2. Dean, Gandhi Medical College, Bhopal
3. Dean, Gajra Raja Medical College, Gwalior
4. Dean, Shyam Shah Medical College, Rewa
5. Dean, N.S.C.B. Medical College, Jabalpur
6. Dean, Bundelkhand Medical College, Sagar
7. Principal, Dental College, A.B. Road, Indore
8. Jt. Director cum Superintendent, M.Y. Hospital, MYH Road, Indore
9. Superintendent, Govt. Cancer Hospital, Near MY Hospital, Indore
10. Superintendent, Chacha Nehru Bal Chikitsalaya Avum Anusandhan Kendra, Behind MY Hospital, Indore
11. Superintendent, Mental Hospital, Banganga, Indore
12. Superintendent, Hamidia Hospital, Bhopal
13. Superintendent, Sultania Zanana Hospital, Bhopal
14. Superintendent, Jayarogya Hospital, Gwalior
15. Superintendent, Mental Hospital, Gwalior
16. Superintendent, S.G.M. Hospital, Rewa
17. Superintendent, N.S.C.B. Medical College Hospital, Jabalpur
18. Superintendent, Govt. Medical College Hospital, Sagar

Supplier : (To be filled at the time of Contract Signature)

13. Supplier Integrity

The supplier is responsible for and obliged to conduct all contracted activities in accordance with the contract using state-of-the-art methods and economic principles and exercise all means available to achieve the performance as specified in the contract.

14. Supplier's obligations

The supplier is obliged to work closely with the R.C.A. & Purchasers staff, act within its own authority and abide by directives issued by the Purchaser and implementation activities.

The supplier will abide by the job safety measures prevalent in India and will free the purchase from all demands or responsibilities arising from accidents or loss of life the cause of which is the supplier's negligence. The supplier will pay all indemnities arising from such incidents and will not hold the Purchaser responsible or obligated.

The supplier is fully responsible for managing the activities of its personnel or sub contracted personnel and will hold itself responsible for any misdemeanors.

The Supplier will treat all data and information about the Rate Contracting Authority / Purchaser, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Rate Contracting Authority / Purchaser.

15. Patent right (GCC Clause 6)

In the event of any claim asserted by a third party of infringement of copyright , patent, trademark or industrial design rights arising from the use of goods or any part thereof in the Purchaser's country, the supplier shall act expeditiously to extinguish such claim. If the supplier fails to comply and the Purchaser is required to pay compensation to a third party resulting from such infringement, the supplier shall be responsible for the compensation including all expenses court cost and lawyers fees. The Purchaser will give notice to the supplier of such claim, if it is made, without delay.

16. Progress of Supply

Supplier : (To be filled at the time of Contract Signature)

Supplier shall regularly at every 7 days interval shall intimate item wise progress of supply in writing, to the Purchaser as under:

- Quantity offered for inspection and date :
- Quantity accepted / rejected by inspecting agency and date:
- Quantity dispatched / delivered to consignee and date :
- Quantity where incidental services have been satisfactorily completed with date :
- Quantity where rectification / replacement effected / completed on receipt of any communication from consignee / Purchaser with date :

(In case of state-wise inspection, details required may also be specified).

CHAIRMAN, PURCHASE COMMITTEE &
DEAN, M.G.M MEDICAL COLLEGE,
A.B. ROAD INDORE (M.P.)

BID FORM

Date 29.06.2013

Tender No CPC/EQ-CARDIOLOGY/13-14/16 (SECOND CALL)

To,

Chairman, Purchase Committee &
Dean, M.G.M. Medical College
A.B.Road, Indore (M.P.)

- I/We, the undersigned, declare that:
- i. I/We have examined the bidding documents including Addenda Nos. (insert numbers), the receipt which is hereby acknowledged.
 - ii. I/We have gone through all terms and conditions of the tender document before submitting the same. I/We hereby agree to all terms and conditions as stipulated in the tender document and offer to supply and deliver (Brief description of equipments) in conformity with the bidding documents in accordance with the schedule of prices attached herewith and made part of this bid.
 - iii. I/We undertake, if our bid is accepted, to deliver the goods in accordance with delivery period specified in the supply order.
 - iv. I/We agree to abide by this bid for a period of 180 (numbers) days after the date fixed for bid opening and shall remain binding upon us and may be accepted at any time before the expiration of that date.
 - v. If our bid is accepted, we commit to deposit a performance security in accordance with GCC clause 7 & SCC clause 2 for the due performance of the contract.
 - vi. Until a formal contract is prepared and executed, this bid together with your written acceptance thereof and your notification of rate contract shall constitute a binding contract between us.
 - vii. I/We undertake if at any time, it is found that any information furnished by us to the Rate Contracting Authority, either in our bid or otherwise, is false, the Rate Contracting Authority servers the right to terminate the contract without assigning any reasons, forfeiting the bid security or performance security and blacklisting us for a period of 5 years.
 - viii. I/We understand that you are not bound to accept the lowest or any bid you may receive.
 - ix. I/We hereby submit our tender for the _____.
 - x. I/We now enclosing herewith the E.M.D. No. _____ dated _____.
 - xi. I/We have noted that overwritten entries shall be deleted unless duly cut & re-written and initialed.
 - xii. Tenders are duly signed (No thumb impression should be affixed).
 - xiii. I/We undertake to sign the contract / agreement, if required, within 15 (fifteen) days from the date of issue of the letter of acceptance, failing which our/my security money deposited may be forfeited and our/my name may be removed from the list of suppliers.

Dated this day of 2013.

(Signature)

(in the capacity of :.....)

Duly authorized to sign for and on behalf of

Witness 1

Witness 2

TABLE OF ANNEXURES

Sr. No.	Topic	Page No.
1	Annexure – I (Sales Tax Clearance Certificate)	56
2	Annexure-II (Manufacture Authorization Form)	58
3	Annexure – III (Declaration / Undertaking Form)	59
4	Annexure – IV (Proforma for Performance Statement)	60
5	Annexure – V (Annual Turnover Statement)	61
6	Annexure – VI (Specification of require Equipments)	62
7	Annexure – VII (Performance Security Form)	63
8	Annexure – VIII (Contract Agreement)	64
9	Annexure – IX (Details of Manufacturing Unit)	67
10	Annexure – X (The Price Schedule)	68
11	Annexure – XI (Price Schedule for AMC / CMC)	69
12	Annexure – XII (Details of Service Centre in M.P.)	70
13	Check List	71
14	Requirement of Equipments (Departmentwise)	73

**FORM OF CERTIFICATE OF SALES TAX / VAT VERIFICATION TO
BE PRODUCED BY AN APPLICANT FROM THE CONTRACT OR
OTHER PATRONAGE AT THE DISPOSAL OF THE GOVERNMENT
OF MADHYA PRADESH**

(To be filled up by the applicant)

01. Name of style in which the applicant is addressed or assessable to sales tax / VAT addresses or assessment.
02. a. Name and address of all companies , firms or associations or persons in which the applicant is interested in his individual or fiduciary capacity
b. Places of business of the applicant (all places of business should be mentioned)
03. The Districts, blocks and division in which the applicant is assessed to sales tax / VAT (all places of business should be furnished)
04. a. Total contract amount or value of patronage received in the preceding three years
2009-10
2010-11
2011-12
b. Particular of sales – Tax / VAT for the preceding three years

Year	Total T.O. (Turnover) be assessed (Rs)	Total Tax assessed (Rs)	Total Tax Paid (Rs)	Balance due (Rs)	Reasons for Balance (Rs)
2009-10					
2010-11					
2011-12					

- c. If there has been no assessment in any year, whether any returns were submitted? if yes, the division in which the returns were sent?
d. Whether any penal action or proceeding for the recovery of Sales tax / VAT is pending?
e. The name and address of Branches, if any :

I declare that that the above information is correct and complete to the best of my knowledge and belief.

Signature of Applicant:
Address:
Date:

(To be filled up by the Assessing Authority)

In my opinion, the applicant mentioned above has been / has not been / doing everything possible to pay the tax demands promptly and regularly and to facilitate the completion of pending proceeding.

Date Seal : Deputy / Asstt. Commercial Tax – Officer
Deputy Asstt.

Note: A separate certificate should be obtained in respect of each of the place of business of the applicant from the deputy commercial tax officer or Assistant commercial tax officer having jurisdiction over that place.

MANUFACTURER’S AUTHORIZATION LETTER

No..... Dated.....

To,

Dear Sir,

Tender No.:

We _____ an established and reputable Manufacturers of _____ having factories at _____ and _____ do hereby agree to supply _____ confirming to the required specification and required quantity to M/s _____ (Bidder) as offered by them to supply against the above stated Tender. This is also certified that M/s _____ is our authorized distributor / importer since _____ (month & year should filled), and his performance is satisfactory.

We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract for the supply against this invitation for Bid by the above firm.

Yours faithfully,

(name)

for and on behalf of M/s _____ (Name of manufacturers)

Note: This letter should be signed by a person competent and having authority to sign on behalf of manufacturer, and should be duly Notarized.

ANNEXURE – III
Ref. Clause No. 17.1 (T) of ITB

DECLARATION / UNDERTAKING

I/We/ M/s. _____ represented by its Proprietor / Managing Partner / Managing Director having its Registered Office at _____ and its Factory Premises at _____ do declare that I/We have carefully read all the conditions of tender in Ref. No. _____ for supply of equipment, floated by the Purchase Committee, and accept all conditions of Tender.

I/We agree that the Purchaser has rights of forfeiting the Bid Security and or Performance Security Deposit and blacklisting me/us for a period of 7 years if any information furnished by us proved to be false at the time of inspection and not complying to the tender conditions.

Signature of the Bidder

Name & Address in capital letters with Designation

To be duly Notarized.

**PROFORMA FOR ITEMWISE LIST OF INSTALLATIONS IN LAST
THREE YEARS OF THE MANUFACTURER’S**

Name of the Manufacturer _____

Sl. No.	Name of installed machines and model	Name of the Purchaser & address with phone number	Date of installation	Quantity
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				

Signature and seal of the Bidder

ANNUAL TURNOVER STATEMENT

The annual Turnover of M/s For the past three years are given below and certified that the statement is true and correct.

Turnover in Crore (Rs.)

Sr No.	Year	Turnover in Crores (Rs)
1.	2009-10	
2.	2010-11	
3.	2011-12	

Date :

Seal:

Signature of Auditor/
Chartered Accountant

(Name in Capital)

PERFORMANCE SECURITY FORM

To: (Name of Purchase)

Whereas (Name of Supplier)

hereinafter called “the supplier” has undertaken , in pursuance of Contract No.
dated..... 2013 to supply [description of goods and related
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 Suppliers 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
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 2013 .

Signature and Seal of Guarantors

Date2013
Full Address of the Bank:

Telephone No. -----
Fax No. -----
Email Address -----

CONTRACT AGREEMENT FORM
(Tender No. _____)

THIS CONTRACT AGREEMENT made theday of 2013 between Rate Contracting Authority (Chairman, Purchase Committee and Dean, M.G.M. Medical College, Indore M.P.) (Name of Rate Contracting Authority) of India (country of Rate Contracting Authority) (hereinafter called “the Rate Contracting Authority”) of one part and M/s (name of supplier) of (city and country of supplier) (hereinafter called “the supplier”) of the other part :

WHEREAS the Rate Contracting Authority invited bids for certain goods and ancillary services viz. EQUIPMENTS (Brief description of goods” and services) and has accepted a bid by the supplier for the supply of those goods and services.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this agreement words and expression shall have the same meaning as are respectively assigned to them in the conditions of contract referred to :
2. The following documents shall constitute the contract between the Rate Contracting Authority and the supplier, and each shall be read and construed as an integral part of the contract :
 - a. This contract agreement :
 - b. Instructions of contract :
 - c. General conditions of contract :
 - d. Special conditions of contract :
 - e. Technical Specifications :
 - f. The supplier’s bid and original price schedules
 - g. The Rate Contracting Authority’s notification of rate contract.
3. This contract shall prevail all other contract documents. In the event of any discrepancy or inconsistency with the contract documents, then documents shall prevail in the order listed above.
4. 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.

5. The Purchaser hereby covenants to pay the supplier in consideration of the provision of the goods and services and the remedying of defects therein, the contract price or such 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:-

Sr No.	Item Code	Item Description	Unit	F.O.R. Rate per unit (Rs.)*

* The above rates are inclusive of excise duty, transportation, insurance, inspection & testing charges and any incidental charges, but exclusive of CST/VAT.

6. The prices shall be valid for one year from the date of agreement, unless revoked and thereafter for a further period as agreed upon mutually.
7. The supplier shall agree to deposit inspection and testing charges and service tax as per tender conditions, in advance by cash / demand draft, against the value of supply order.
8. The supplier shall agree to deposit 10% performance security, along with as mentioned at point no. 7 (above), in advance by FDR / Bank Guarantee, against the value of particular supply order for a period of 18 months.
9. The suppliers are not authorized to supply material directly to any state Govt. / Semi Govt. / any other organization on the rate lower than the rate contract.
10. The supplier shall supply the goods directly to the indenter / purchaser at the address given in the supply order.
11. The supplier shall raise bills directly in the name of indenting officer / purchaser against the supplies made directly by them to the indenter's satisfaction in compliance with the conditions contained in the supply order.
12. The supplier shall receive payment against its bill directly from the indenting department / purchasing department. In case of Non-payment for the supplies made by supplier, they will demand payment directly from the department / indenter concerned and in no case Purchase Committee shall be responsible for the consequence for delayed payment or non-payment.

13. The supplier shall carefully read all the conditions of tender for supply of equipment, floated by the Purchase Committee, and accept all terms and conditions in the tender document. Signing this contract means that the supplier has read all the terms and conditions and abide by it.

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.

That, in token of this agreement, both parties have today affixed their signature at Indore.

Signed, Sealed and delivered by the

Said (For the RATE CONTRACTING AUTHORITY)

In the presence of:

Signed, Sealed and Delivered by the

Said (For the supplier)

In the presence of:

**DETAILS OF MANUFACTURING UNIT / AUTHORIZED
DISTRIBUTORS**

Name of the Tenderer & Full Address :
(Whether manufacturer / authorized distributor)

PAN number :

Phone Nos. :

Fax No. :

E-mail Address :

Date of Inception :

Equipments Manufacturing / Distribution License No & Date :

Issued by :

Valid upto :

CST / VAT Registration No. :

If bidder is authorized distributor then :
name, address, telephone, fax of
authorized manufacturer.

Name & Designation of Authorized Signatory

Signature of the Authorized Signatory

**The details of manufacturing unit / authorized distributor shall be for the premises
where items quoted are actually manufactured / stocked.**

PRICE SCHEDULE

Sr No	Item Code	Name of the Equipment / Item	Name of Manufacturer	Make & Model No.	Rate per Unit (Landed price) (Inclusive of excise / custom duty, transportation, insurance, service charges, inspection charges and any incidental charges etc.)	Amount of Transportation, Insurance, Service charges, Inspection charges (included in quoted rate per unit)	Rate of Excise / Custom Duty (included in quoted rate per unit)	Rate of CST/ VAT as applicable
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

Place:

Date:

Signature
Name in Capital Letters
Designation

Note: This format of price schedule is a sample for the Bidders. Price schedule should be submitted online only in the prescribed format and price schedule should not be submitted in physically or in form of CD, otherwise bid shall be rejected.

PRICE SCHEDULE FOR ANNUAL (WITHOUT SPARE PARTS) /COMPREHENSIVE (INCLUDE FREE LABOUR, REPAIR, OTHER SERVICES & SPARE PARTS) MAINTENANCE CONTRACT (A.M.C. / C.M.C.) AFTER EXPIRY OF WARRANTY

(RATES SHOULD BE QUOTED IN PERCENTAGE OF THE VALUE OF THE MACHINE)

Sr No	SME Code No.	Name of the Equipment	For first year with spare parts & labour	For second year with spare parts & labour	For third year with spare parts & labour	For fourth year with spare parts & labour	For fifth year with spare parts & labour
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

Place:

Date:

Signature
Name in Capital Letters
Designation

Note: This format of price schedule is a sample for the Bidders. Price schedule should be submitted online only in the prescribed format and price schedule should not be submitted in physically or in form of CD, otherwise bid shall be rejected.

DETAIL OF SERVICE CENTER IN M.P.

S. No.	City	Name & Place of Service Center	Address, Telephone, Fax & email	No. of Service Engineer with Name / Mobile No.	Remark
1	Indore				
2	Bhopal				
3	Gwalior				
4	Jablapur				
5	Rewa				
6	Sagar				

Name & designation of the authorized Signatory

Signature of the authorized signatory

CHECK LIST FOR TERMS AND CONDITIONS FOR EQUIPMENTS

Check list for Terms and Conditions (To be filled by the bidder and submitted along with the bid) Page No. must be mentioned against each serial.

All non notarized documents except EMD must be self attested together with official seal.

Sequence for online upload of document	Documents	Check Yes / No	If, Yes Page No.
Upload 1	1. Annexure – I (Sales Tax Clearance Certificate)		
Upload 2	2. Annexure-II (Manufacture Authorization Form)		
Upload 3	3. Annexure – III (Declaration / Undertaking Form)		
Upload 4	4. Annexure – IV (Proforma for Performance Statement)		
Upload 5	5. Annexure – V (Annual Turnover Statement)		
Upload 6	6. Annexure – VI (Specification of require Equipments) with two additional self certified copies duly signed and stamped on each page		
Upload 7	9. Annexure – IX (Details of Manufacturing Unit)		
To be filled online only	10. Annexure – X (The Price Schedule)		
To be filled online only	11. Annexure – XI (Price Schedule for AMC/CMC)		
Upload 8	12. Annexure – XII (Details of Service Centre in M.P.)		
Upload 9	13. Registration Certificate of the company with details of the Name, Address, Telephone Number, Fax Number, e-mail address of the firm and of the Managing Director / Partners / Proprietor.		
Upload 10	14. Authorization letter from manufacturer authorizing a person to transact a business with R.C.A.		
Upload 11	15. The instruments such as power of attorney, resolution of board etc., authorizing an officer/person of the bidder should be submitted with the tender and such Authorized officer/person of the bidder should sign the tender documents.		
Upload 11	16. Market Standing Certificate issued by the Licensing Authority as a Manufacturer / distributor for each equipment quoted for the last 3 years. In case of direct importer, evidence for importing the said items for the last three years.		
Upload 13	17. The bidder should also submit national & international quality certificates like ISI/CE/C ISO-9002, IP/BP etc” mark / IEC standard or equivalent certificate of quoted product, if available.		
To be submitted physically only	18. The bidders have to submit name of the items, its code no. for which they are quoting in the price bid. Such names and items code of the items should be submitted along with the technical bid, failing which the tenderer’s price bid will not be opened. The Bidder has to submit Name of Item and its code		

	number.		
Upload 14	19. Concern / Company has (a) not been debarred / blacklisted in the past either by Rate Contracting Authority or by any State Government or Central Government Organization. (b). firm has no vigilance enquiry / CBI enquiry pending against him / supplier. (c) The firm has not supplied the same item at the lower rate than quoted in the tender to any Govt. / Semi Govt. or any other organization. Affidavit to this effect shall be submitted by the concern / company and should be duly notarized on 100/- Non judicial stamp paper.		
Upload 14	20. Original Bid Form duly signed by authorized signatory as per Section V, duly sealed and signed by the bidder on each page for acceptance of Terms and Conditions.		
Upload 15	21. Bidders should have the registration under Commercial Tax Authority Registration should be attached.		
Upload 16	22. An affidavit of the manufacturer on a Non judicial stamp paper on Rs. 100/- binding itself for supply of genuine spare parts to the purchaser for a period of minimum 5 years beyond warranty period.		
Upload 17	23. An affidavit of the manufacturer on a Non judicial stamp paper on Rs. 100/- that the quoted equipment is the latest model of the company matching to the specification of this tender and that it is not refurbished equipment.		
Upload 18	24. Certificate for being in business or more than 3 years		
Upload 19	25. Certificate for sole ownership / partnership.		
Upload 20	26. Statement of good financial standing from bankers.		
To be submitted physically only	27. The printed original catalogues of primary manufacturer and any other technical documents like data sheet or operational manual of equipment with highlighting the features in portal along with the other documents. In catalogue, the quoted product no. and name should be highlighted, against which that product is quoted. These documents are also to be submitted in physical form before due date along with Bid security.		
Upload 21	28. In case of imported equipment IEC certificate of importer / bidder shall be submitted.		
Upload 22	29. A separate price list of all spares and accessories (including minor) required for maintenance and repairs in future after guarantee / warrantee period.		
To be submitted physically only	30. Recurring expenditure on equipments.		
Upload 23	31. Any other document required as per tender document.		

SPECIFICATIONS FOR CARDIOLOGY AND CARDIO THORACIC & VASCULAR SURGERY

S.No.	Item Code	Item Name	Specifications
1	CCT1	Single Plane Cardiovascular Cath Lab with DSA*	<p>Latest state of art single plane floor/ceiling mounted cardiovascular angiography system which is US FDA Approved, with Flat detector technology digital imaging system for diagnostic and interventional cardiovascular procedures and online Digital Subtraction Angiography (DSA). The lab must have the following specification:</p> <p>A. Multi Directional C Arm/Arm Positioner:</p> <ol style="list-style-type: none"> 1. C-arm/G-arm should be latest design, for clear free floor space with head to toe covering of patients without repositioning the patient. It should be ceiling or floor mounted. 2. The C arm/G Arm should travel both side (Right and Left) of the patient for head to toe imaging with repositioning of the patient. 3. C or G-Arm movement controls should be possible from any side of the table. 4. The C or G-Arm Rotation: minimum 10 degrees/second in RAO/LAO and 10 degrees/second in cranio/caudal. 5. Angulation: LAO/RAO= At least 100/100 degrees Cranio/Caudal=25 degrees or more 6. Patient collision prevention and protection is necessary. 7. Arm design should allow sufficient space around the table during resuscitation and defibrillation. <p>B. Patient Table:</p> <ol style="list-style-type: none"> 1. Table shall be floor mounted, with carbon-fibre table top. 2. Maximum patient weight = 120 kgs or higher with additional weight for at least 50 kgs during resuscitation. <p>C. Generator:</p> <ol style="list-style-type: none"> 1. Generator should be of latest technology with high frequency type with at least 80 kW output at maximum factors. <p>D. X-ray Tube:</p> <ol style="list-style-type: none"> 1. X-ray tube should be with a minimum of two focal spots (small & large)

			<ol style="list-style-type: none"> 2. Anode Heat Storage capacity = At least 2 MHU or more. 3. Cooling system = High oil/water cooling to ensure continuous operation. 4. Anode heat cooling rate should be 3000 W/min or more. 5. Automatic/Programmable spectral filtration mechanism for eliminating soft radiations without any need for manual filter insertions. 6. X-ray tube with noise less operation with high Anode Heat Storage Capacity to support long interventional procedures with interruption. <p>E. Dynamic flat Detector System:</p> <ol style="list-style-type: none"> 1. Flat detector of current generation for cardiovascular application with excellent spatial and contrast resolution (20×20 cm) with pixel size greater than 150 Um. 2. Smaller pixel size of FD is preferred for smallest detail visualization. 3. Should have acquisition and display in at least 1024×1024. 4. Any other additional feature/design/technology towards image quality improvement will be given preference. 5. A minimum of 12 bit acquisition, with at least 3 levels of zoom. The DEQE of detectors should be > 75%. <p>F. Digital Imaging System:</p> <ol style="list-style-type: none"> 1. Digital cardiac imaging for acquisition, storage and retrieval in high matrix of 1024×1024 or more acquisition/display and storage of imaging application to give excellent resolution. 2. Gray scale depth of at least 10 bit pixel should be possible at all frame speeds. 3. Image storage capacity of 75000. 4. Medical Grade large high definition display (approx. 56 inches) and one TFT monitors of 18 inches or more with high resolution of 1024×1024. Monitors should have high refresh rate for flicker-free viewing of images. 5. At least two work stations in control Room capable of all review, post-processing and quantifications of coronary and ventricular functions in the control room. It should be possible to perform simultaneous off line post processing in control room. 6. Cath lab should be supplied with state of art, complete coronary, ventricular and vascular on line and off line (both) quantification software programs, which are clinically validated. Auto calibration should be possible. 7. All recall of stored images in fast-slow-still modes to select images at tableside itself.
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			<ol style="list-style-type: none"> 8. Cine loop replay facility and preferably last image hold facility during fluoroscope. 9. Integrated intercom facility between control room and examination room. 10. On-line acquisition and display of DSA images in 1024×1024 matrix. 11. Display and recording of radiation dose for each procedure should be available on console. <p>G. Archival System</p> <ol style="list-style-type: none"> 1. Direct digital archival on compact disk (CD/DVD-recordable) in latest DICOM format preferably in loss-less compression. 2. Ability to view CD and post process with clinically validated quantification softwares. 3. Ability to export DICOM vascular images onto CD or other image recording medium. 4. Two additional fully loaded P.C. based CD review stations with DVD combo devices of latest specifications with printers. 5. The system should be fully DICOM ready and fully compliant for connection to PACS system of any make. <p>H. Cross sectional imaging: Cross sectional 3 D images using 3 D reconstruction algorithms for 3 D reconstruction of chambers and vessels of heart from projection images of a rotation angiography. The system should have ECG triggered and untriggered 3 D acquisition</p> <p>I. CT Imaging: Machine should have capacity to acquire CT Images of heart chambers and vessel using an angiographic system.</p> <p>J. Essential accessories:</p> <ol style="list-style-type: none"> 1. Ceiling suspended operation lamp 2. Lead glass (120×100 cm) 3. Radiation shield - ceiling and table mounted/suspended 4. High power contrast injector-2 (floor/ceiling mounted) 5. Protective Lead Apron of high quality with hangers along with 10 lead Thyroid collars. 6. On-line UPS for complete cath lab with back up of at least 30 minutes 7. Should meet all National and International safety standards and comply with BARC and AERB guidelines
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			<p>8. Defibrillator with external pacer</p> <p>9. ACT machine</p> <p>10. ETO machine</p> <p>11. Invasive Multichannel Hemodynamic monitoring and recording and analyzing system for intra cardiac and extra cardiac pressure monitoring compatible with the Cath Lab System (As recommended by committee).</p> <p>K. Installation:</p> <p>1. Installation to be done on turn key basis and high quality adequate modular storage racks and necessary furniture's like table, chairs also need to be provided.</p> <p>2. Cath Lab also need to be provided with 15 ton AC with voltage stabilizer.</p> <p>L. Guarantee and Warranty:</p> <p>Comprehensive guarantee and warranty (labour and spares) of the Cath Lab system including essential accessories and Air conditioner for 5 years. The tube should have comprehensive guarantee and warranty for additional 5 years and must also quote for comprehensive annual maintenance contract for 5 years after expiry of warranty and guarantee. The breakdown to repair time should not exceed beyond 48 hrs.</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p>The equipments quoted should be of latest model. The supplier has to give an undertaking that no new model is being launched in the next 12 months. Meanwhile if a new model is launched due to any reason, whatsoever, the supplier will be bound to supply that new model without any extra cost.</p> </div>
2	CCT2	Intra Aortic Balloon Pump*	<p>1. The system should be suitable for both adult and pediatric application.</p> <p>2. System should have automated trigger source and timing management and should provide continuous and consistent support.</p> <p>3. System should have following features:</p> <p>(a) One button start up</p> <p>(b) Automatically adapt to changing condition</p> <p>(c) Automatically evaluates and selects optimal trigger source and lead</p> <p>(d) Automatically sets inflation at the dicroticnotch and deflates IAB at the start of</p>

			<p>systole.</p> <p>(e) Automatically responds to changes in signal quality by selecting new trigger.</p> <p>(f) Source and re-timing to adapt to patient rhythm changes</p> <p>(g) User option to fine tune deflation in auto mode</p> <p>4. Additional features:</p> <p>(a) Trigger: ECG, Pressure trigger, pacer A, pacer V</p> <p>(b) ECG: threshold dynamically adjusted by system, minimum 12 mv+/-20mv at normal gain. 40 mv at maximum gain.</p> <p>(c) Pressure Trigger: Automatic adjustable from 7 to 30 mmHg +/-3 mmHg</p> <p>(d) ECG Lead: in auto operation mode I, II & III</p> <p>(e) In Semi Auto Mode: 12 lead</p> <p>(f) ESIS: Automatic suppression with internal ECG Amplifier</p> <p>(g) Pneumatics: Doppler with 8 MHz non directional probe</p> <p>(i) Printer: with Menu option</p> <p>Guarantee: Comprehensive Guarantee for Five years for parts and labour. The supplier must provide comprehensive maintenance contracts (labour and spares parts) for next 5 years after expiry of guarantee and warranty period. This should be quoted in the price bid separately and will be taken into account (added in the price bid) while calculating the Final Price. The breakdown to repair time should not exceed beyond 48 hrs.</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p>The equipments quoted should be of latest model. The supplier has to give an undertaking that no new model is being launched in the next 12 months. Meanwhile if a new model is launched due to any reason, whatsoever, the supplier will be bound to supply that new model without any extra cost.</p> </div>
3	CCT3	Portable 2D Echocardiography with Colour Doppler*	<p>The offered system should be top of the line platform on a worldwide basis.</p> <p>It should be light weight easily portable machine (less than 7 kgs) with proper bag and storage facility.</p> <p>A separate Cart (of the same company) should be provided for mobility of the portable machine.</p> <p>System should have extremely high resolution 2D Imaging, Colour Flow Imaging, M-mode,</p>

			<p>PW Doppler, CW Doppler and Duplex modes. System should have at least 18,000 digital processed channels. Should have advanced image processing algorithms to analyse between targets and artifacts so as to sharpen target anatomy and reduce speckle and artifacts for excellent image quality. Should have flat panel high resolution display monitor minimum 15 inch. Should have a dynamic range of 17 DB minimum. Should have extended field of view imaging of structures, by continuously scanning and moving the probe over the area of interest. Should have maximum colour Doppler Fram rate of 250 Hz Should have an on-board workstation for storage and review of all exam ie 2D Doppler, Loops etc. Should have DICOM support to be able to connect to hospital network, Laser cameras etc. Should have a large Hard Disk capacity to store patient data into the hard drive. Should be able to transfer images and clips to CD and DVD Media. Should be offered with the following transducers without need for frequency selection:</p> <ol style="list-style-type: none"> 1. Adult Echo Transducer: Transducer technology for adult probes should be clearly mentioned in technical bid. 2. Pediatric Echo Tranducer 3. Transesophageal probe <p>Guarantee: Comprehensive Guarantee for Five years for part and labour including probe. All software updates upto a period of 5 years to be provided free. Comprehensive Guarantee for parts and labour from year 6 to 10 will also need to be quoted in the price separately and will be taken into account (added in the price bid) while calculating the Final Price. The breakdown to repair time should not exceed beyond 48 hrs.</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p>The equipments quoted should be of latest model. The supplier has to give an undertaking that no new model is being launched in the next 12 months. Meanwhile if a new model is launched due to any reason, whatsoever, the supplier will be bound to supply that new model without any extra cost.</p> </div>
4	CCT4	Computerised TMT*	<ul style="list-style-type: none"> • System should acquire display and analyse 12 simultaneous leads (option for 15 simultaneous leads). • Should have facility of online storage of median ECG and raw data. Storage of at least

			<p>100 patients on the HDD in addition to storage on CD drive should be possible (DVD archive should be optional). It should have beat-to-beat storage with facility to review entire test.</p> <ul style="list-style-type: none"> • Updated median with elimination of artifact ectopy and aberrancy in all leads. Facility to eliminate artifact due to respiratory muscle noise and Ac interference, baseline wandering without comprising/distortion in ST segment changes. • Should have facility to do renalysis of stored ECG by changing the measurement points like S and J. • The monitors should display auto comparison of resting ECG versus current lead of maximum ST depression separately with waterfall colour coded display. • System should display total exercise time/current protocol stage time, PCVs/ minute Target HR, treadmill speed grade, Warning message, lead check etc. • System should have user defined report generation in different formats. ST/HR loops and indices if available should also be quoted for. • System should provide standard protocols and user defined protocol. • System should print comprehensive final report on minute by minute record of ST segment trend. Facility for continuous printout on thermal paper of raw and median data is essential. • Additional Laser jet output should be provided. The laser jet should be a high end Laser printer with atleast 12 ppm and have capacity to print upto 500 sheets continuously without any stop due to heating etc. • Automatic arrhythmia detection. • System should have Duke exercise program software and scoring system. • System should have dynamic scan to show the worst ECG template lead. • System should have on line help. • Should be able to provide real time printing in auto or manual mode in desired formats on thermal writer with resolution 1000 line/sec ×200 dpi for printing. • System should use auto programmable imported heavy treadmill and always start from 0 mph with range 0-13.5 mph and have load capacity of >150kgs. Slope range should be from 0 to over 20%. • Treadmill should have auto calibration, should have two stops modes with digital microprocessor control and manually operable. The treadmill should have facility for manual stoppage at any time during the test. The treadmill should comply to AHA/CE
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			<p>guidelines for exercise testing equipment.</p> <ul style="list-style-type: none"> • All future software upgrades should be free. • The treadmill should be capable of doing the test for children above the age of 6 years. • The vendor should also quote separately for oxygen consumption anaerobic threshold module; the vendor should clearly give an undertaking regarding maintain the oxygen consumption unit on a regular basis that should include calibration of gasses, measurement etc. This unit should also have facility for doing pediatric cases and therefore have appropriate masks and tubing. (This is an optional feature). • Facility to export report in PDF format to a computer. • Flat screen 17/19" monitor preferably with LCD display. • Optional upgrade to wireless module for patient. • Programmable filter's for the frequency responsible and special filters to decrease noise/baseline artifact without compromising ECG frequency response. (Optional) • Pacemaker rhythm detection facility should facility should be available. • Entire digital system should be on a treadmill on appropriate UPS. • Complete report in PDF format (Optional). • Complete raw data to be stored on rewriteable CD. • Running trends of heart rate METS & ST level of the enlarged complex during exarches phase. • Should provide NIBP and SPO2 for adults and pediatric (6-15 years)Appropriate size cuffs (2 each for adult and pediatrics (6-10 yrs) and 10-15 years, total 15) should be provided and quoted separately also. Saturation monitoring should be by ear probes and have provision for elimination for artifacts due to exercise, with an error of +2% in all ranges. Five probes (reusable) should be provided. Option for viewing the SPO2 trace. The entire SPO2 module is an optional feature. • Facility to have entire trace of the raw data. • Quote extrabattery, laser laminated paper, thermal paper (antifade). • If computer is needed with machine, should be provided with it with appropriate high speed laser printer. <p>The vendor should have trained personnel for above software who can provide appropriate support. Output should be of international accepted standards for research in these areas (comply with NASPE? AHA guidelines, whichever applicable). The vendor has to give complete support for these for 10 years in terms of standardization, self checks, calibration etc.</p>
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			<p>The breakdown to repair time should not exceed beyond 48 hrs.</p> <p>The equipments quoted should be of latest model. The supplier has to give an undertaking that no new model is being launched in the next 12 months. Meanwhile if a new model is launched due to any reason, whatsoever, the supplier will be bound to supply that new model without any extra cost.</p>
7	CCT7	ICU beds*	<p>Technical Specification</p> <ul style="list-style-type: none"> • The mattress base should be liftable for easy cleaning and disinfection of under surfaces. • Base frame and support frame should be made up of epoxy coated steel for long life & prevention from rusting. • Should have a manual quick release mechanism for back section adjustment during emergency situation. • Should have single button operation for O-position to bring the bed in horizontal position. • Should be equipped with large castors (diameter 150mm) with central braking and steering facility. • Mattress of the bed should be made up of form with Anti microbial agent incorporated into all components for prohibit growth of bacteria & fungi. • Should have bumpers at all four corners and place for fixing accessories. • Bed should be US FDA/C.E. approved and manufactured as per ISO 9001 quality standards. • Should have stepless adjustment for the following: Height adjustment should range between 520mm to 890mm from ground (electrically operated) Back section : 0-70 degrees or more (electrically) Leg Section : 0-35 degree or more (electrically) Trendelenburg: 25 degrees or more (pneumatically) Anti-trendelenburg: 6 degrees or more (pneumatically) Calf section: 0-40 degrees or more (pneumatically) • Dimension of Bed Length : 2150mm or more - 7 Width : 920 mm or more - 3'1"

			<p>Mattress size : 800×2000×120mm Max load bearing capacity: 225kg or better</p> <ul style="list-style-type: none"> Each bed should be supplied complete with: Bed ends, fixed to the frame: 01 pair Half heights articulated side length side rolls Mattress 11-12 cm thick Power cord approx. 2.5 mts - 01 <p>Should be remote control operated electronically. The breakdown to repair time should not exceed beyond 48 hrs.</p> <p>The equipments quoted should be of latest model. The supplier has to give an undertaking that no new model is being launched in the next 12 months. Meanwhile if a new model is launched due to any reason, whatsoever, the supplier will be bound to supply that new model without any extra cost.</p>
8	CCT8	Heart Lung Machine with accessories	<p>1. 5 – PUMP CONSOLE</p> <p>(i) The unit should have 5 pump console compactly arranged with separate power supply and control module should have easy access connectors for interchanging the pump.</p> <p>(ii) Each individual roller pump should be capable of running independently on 220V/50Hz.</p> <p>(iii) Should have spill proof base</p> <p>(iv) The unit should be supplied with a battery backup for all five pumps, all safety system and accessories for a minimum 60 minutes. Switch over from main power to battery backup should be automatic and immediate. The battery built in to the pump base and it should be recharged automatically when the system is operating with main power supply.</p> <p>(v) Individual pump head should have Harvey roller pump with the facility for tubing to be used, adjustable from 1/4” , 3/8” 1/2” , 5/8” through 3/8” and 1/2” including 1/16” for cardioplegia by easily changeable mechanism.</p> <p>(vi) At least one pump should be able to deliver pulsatile flow.</p> <p>(vii) Individual pump heads should have digital display of the flow rates in LPM and in RPM</p> <p>(viii) Each pump should have easy mechanism for occlusion setting for different thickness of tubes available in the market, 1/32” to 3/32”.</p> <p>(ix) Should have unidirectional hand crank facility as a critical safety feature. Hand crank loading should be from top for faster access.</p> <p>(x) The Console should have a compact base mount for the entire pump heads together, with poles and handles.</p>

			<p>(xi) Should have variable, changeable tubing holders in each pump head: 1/4", 3/8", 1/2", 5/8", and double 1/4".</p> <p>(xii) Should have three (3) vertical masts and one (1) horizontal mast with necessary I.V. Hooks.</p> <p>(xiii) Roller pump should have a self diagnostic circuit with provision to detect and display critical alarm conditions .</p> <p>(xiv) Should have a monitor mount with adjustable monitoring arm.</p> <p>(xv) Instrument tray position able with long monitoring arm.</p> <p>(xvi) Lightweight surface table; writing surface.</p> <p>1. MONITORS</p> <p>(i) PRESSURE MONITOR : Facility to monitor one arterial line pressure and one cardioplegia line pressure (total 2); along with necessary pressure transducers, cables and domes (reusable), with accurate digital display and alarm facilities audio and visual.</p> <p>(ii) TIME MONITOR : facility for 4 times displays 2 for arterial and 2 for cardioplegia delivery. With stop, reset and start function.</p> <p>(iii) TEMPERATURE MONITOR : 4 to 6 temperature displays for patient monitoring and for cardioplegia monitoring with digital display in Celsius with 6 necessary compatible temperature 6 probes and 6 additional probes (6x2= 12 probes) with 3x2=6 of them for nasal, rectal and esophageal use.</p> <p>2. AIR – OXYGEN BLENDER</p> <p>To work at 50-60 PSI for membrane oxygenator with water trap attached with necessary hoses and connections of minimum of 5 meters length and with triple flow glass flow meters.</p> <p>3. SAFETY DEVICES (Optional)</p> <p>(i) Safety monitor should have optional capability for computer interface to retrieve perfusion data.</p> <p>(ii) Ultra Air Sensor : Ultra sonic air sensor to detect bubbles to work equally well with crystalloid and blood ; should be possible to fit anywhere in the circuit easily.</p>
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			<p>(iii) Level Sensor system : Ultrasonic transducers to work well with crystalloid and blood with adhesive pads, with alarm settings.</p> <p>4. ACCESSORIES</p> <p>(i) LED lamp with flexible arm.</p> <p>(ii) Stainless steel line clamps for cardio pulmonary bypass 12 nos.</p> <p>(iii) Instrument tray with mounting arm.</p> <p>(iv) Thermal blanket for Adult & Pediatric Patients.</p> <p>(v) On-line measurement of PH, PCO2 & Hb for neonatal cardiac surgery (optional)</p> <p>5. SYSTEM CONFIGURATION ACCESSORIES, SPARES AND CONSUMABLES</p> <p>(i) Machine cover</p> <p>(ii) System should be provided with appropriate furniture like adjustable revolving chair for the perfusionist to operate the system.</p> <p>(iii) The system should contain all the above accessories in Integrated or as separate accessories.</p> <p>6. ENVIRONMENTAL FACTORS</p> <p>(i) The unit shall be capable of operating continuously in ambient temperature of 05-45⁰c and relative humidity of 15-90%.</p> <p>(ii) The unit shall be capable of being stored continuously in ambient temperature of 05-45⁰c and relative humidity of 15-90%.</p> <p>(iii) <u>Shall meet IEC-60601-1-2:2001 (Or Equivalent BIS) General Requirements of safety for Electromagnetic Compatibility.</u></p> <p>7. POWER SUPPLY</p>
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			<ul style="list-style-type: none"> (i) Power input to be 180-270 VAC , 50-60 Hz / 440 V 3 phase as appropriate fitted with special imported plug dedicated to the unit. (ii) Resettable over current breaker shall be fitted for protection. (iii) Suitable Servo controlled Stabilizer / CVT (Optional). (iv) UPS of suitable rating with voltage regulation and spike protection for 60 minutes back up. (optional Accessory) (Optional) <p>8. STANDARDS, SAFETY AND TRAINING</p> <ul style="list-style-type: none"> (i) Should by FDA or CE approved product (ii) Electrical safety conforms to standards for electrical safety IEC-60601 / IS-13450. (iii) One engineer should be posted for a week to impart training. (iv) Manufacturer should have ISO certification for quality standards. <p>9. DOCUMENTATION</p> <ul style="list-style-type: none"> (i) User manual in English. (ii) Service Manual in English. (iii) List of important spare parts and accessories with their part number and costing. Available in stock with the supplier. (iv) Certificate of calibration and inspection from factory. (v) Log book with instruction for daily, weekly, monthly and quarterly maintenance checklist. (vi) The Job description of the hospital technician and company service engineer should be clearly spelt out. (vii) List of Equipments available for providing calibration and routine Preventive
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			Maintenance Support as per manufacturer documentation in service/technical Manual.
9	CCT9	Temperature control Module	<p>(i) Temperature control & monitor system with cardioplegia supply and remote temperature display : with the following features.</p> <p>(ii) Simultaneous delivery of water for arterial and cardioplegia heat exchangers and to thermal blankets to be available from suitable ports.</p> <p>(iii) To work with power supply of 180-270 VAC , 50-60 Hz, / 440 V.</p> <p>(iv) Pressure regulated blanket ports maintaining the temperature of the arterial port</p> <p>(v) Temperature display range of 0-50°Celsius remote accuracy of 0.3°Celsius and remote temperature display unit module with 3 temperature display.</p> <p>(vi) Microprocessor based unit to control cool, rewarm and maintain temperature.</p> <p>(vii) Water outlet temperature of heat exchanger and blanket range 0 - 42 °c .</p> <p>(viii) Maximum flow performance of oxygenator heat exchanger supplies port 15-22 LPM for fast cooling; 480 mm Hg maximum pressure; Blanket 1.5 to 2.5 LPM at zero rate.</p> <p>(ix) Built in ice Maker to provide 50 lbs of ice in about 8 hours from 25°C.</p> <p>(x) Should be capable of providing ice water for cardioplegia independently with variable cooling rate.</p> <p>(xi) Rewarming facility with venous difference mode settable at 6 to 10°C gradients to hold the water bath temperature at higher than the venous blood temperature.</p> <p>(xii) Temperature probe module for the operating ranges of 0 - 50 °c .</p> <p>(xiii) Temperature probes to fit in standard oxygenators.</p>
10	CCT10	Cell Saver with ten disposable kit	<ul style="list-style-type: none"> • Dedicated processing keys to start processing quickly and easily • Built-in reservoir holder eliminates the need for additional holder • Flat, clear lid with safety lock provides visibility of the bowl and a flat writing surface

			<ul style="list-style-type: none"> • Smaller profile fits well in any size operating room • Storage area for additional supplies • Three position wheel locking mechanism maximizes mobility • Easy to load disposables snap correctly into place without hassle • Automatic re-pack feature removes excessive plasma free hemoglobin and ensures proper bowl filling <p>Patented Baylor Bowl provides a high hematocrit and fast processing Centrifugal speed – 1200 - 6000 rpm (adjustable) Pump flow rate - 25:1000 ml/min (adjustable)</p>
11	CCT11	Anaesthesia Work Station/Machine	<p>A. Flow management</p> <ol style="list-style-type: none"> 1. Should be Compact, ergonomic & easy to use 2. Machine should provide electronic gas mixing. 3. Multi-color TFT display of at least 12” size, with virtual flow meters for O2, N2O or Air 4. Dual flow sensing capability at inhalation and exhalation ports. 5. Should have back-up O2 control which provides an independent fresh gas source and flow meter Control in case of electronic failure. 6. Gas regulators shall be of modular design/ graphic display 7. One no. yoke each for Oxygen & Nitrous Oxide. Separate Pipeline inlet for Oxygen , Nitrous Oxide and Air 8. Hypoxic Guard to ensure minimum 25% O2 across all O2-N2O mixtures and Oxygen Failure Warning <p>B. Vaporizers</p> <ol style="list-style-type: none"> 1. New generation (Tec7) Vaporizer must be isolated from the gas flow in the off position and prevent the simultaneous activation of more than one vaporizer. 2. Vaporizer should mount to a Selectatec manifold of 2 vaporizers, which allows easy exchange between agents. 3. Temperature, pressure and flow compensated vaporizers and Maintenance free - for Isoflurane, Halothane, and Sevoflurane <p>C. Breathing system</p> <ol style="list-style-type: none"> 1. Latex free fully autoclavable. 2. Flow sensing capability at inhalation and exhalation ports, sensor connections shall be internal to help prevent disconnect.

			<ol style="list-style-type: none"> 3. Sensor should not require daily maintenance. 4. Bag to vent switch shall be bi-stable and automatically begins mechanical ventilation in the ventilator position. 5. Adjustable pressure limiting valve shall be flow and pressure compensated. <p>D. Ventilation</p> <ol style="list-style-type: none"> 1. The workstation should have integrated Anesthesia Ventilator system. 2. Ventilator should have Volume Control and Pressure Controlled and SIMV modes. 3. Ventilator should have a tidal volume compensation capability to adjust for losses due to compression, compliance and leaks; and compensation for fresh gas flow. 4. The workstation should be capable of delivery of low flow anesthesia. 5. Ventilator should be capable of at least 120-150 L/min peak flow to facilitate rapid movement through physiologic “dead space” in the Pressure Control mode 6. Display <ol style="list-style-type: none"> a. Tidal volume (VT) b. Inspiratory /expiratory ratio (I:E) c. Inspiratory pressure (Pinspired) d. Pressure limit (Plimit) e. Positive End Expiratory Pressure (PEEP) 7. Machine should have atleast 30 mins battery backup <ol style="list-style-type: none"> a. Adult and Paediatric autoclavable silicone breathing circuits simultaneously with 4 reusable IBP transducers with each monitor and 100 disposable domes. b. Twin temperature measurement with skin and rectal probes- Two sets with each monitor c. Automatic identification and measurement of anesthetic agents, EtCO₂, O₂ and N₂O and MAC value. FiO₂ measurement d. Depth of Anesthesia Monitoring module - one per monitor with 50 sensors with each monitor e. Neuromuscular Transmission Monitoring with all accessories. One set with each monitor f. Cardiac Output measurement facility by thermo dilution technology with all accessories- one set for three monitors 2. 24hrs of graphical and numerical trending 3. Should have Hemodynamic, Oxygenation and Ventilation calculation package 4. Should include inbuilt Anaesthesia record keeping software facility in all OT monitor
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			<p>to document anesthesia event using standardized menu based entries.</p> <ol style="list-style-type: none"> 5. Facility to store snapshots during critical events for waveform review at a later stage 6. Audio visual and graded alarming system 7. Central Monitor with Ethernet Networking of all the OT Monitors with Laser Printer and with client computer in office of Doctor Incharge , for browsing real time waveforms, graphical & numerical trend upto 24 hrs, from each OT Monitor. 8. Web Browsing feature for browsing near real time waveforms and graphical & numerical trend upto 24hrs remotely through telephone dial in facility. 9. Two each with one machine each unit to be provided with 50 nos. of Disposable Adult & Paediatric circuits and 50 nos. of HME filters. 10. Two each with one machine Each unit to be provided with 50 nos. of Disposable Adult & Paediatric circuits and 50 nos. of HME filters. 11. Two each with one machine each unit to be provided with 50 nos. of Disposable Adult & Paediatric circuits and 50 nos. of HME filters.
12	CCT12	Ceiling Mounted O.T. Light (LED) with central camera	28" dome with seven reflectors each fitted with a LED bulb & spherical filter glass ensuring shadow free corrected and cool light with a high intensity of illumination (major light of 1,20,000 lux and satellite of 75,000 lux) fully spring balanced lamp head with smooth and easy maneuverability. Provides with a sterilizable handle in the middle for focusing and lamp head movements, with satellite of 20" dome with four reflectors each fitted with a LED bulbs and constant voltage stabilizer
13	CCT13	O.T. Table with Remote & Manual	<p>ISO 9001:2008, ISO 13485:2003, CE Declaration of Conformit & ELM-12601Certificate</p> <p>B, Technical Specification: Technical Specification of Operating Table :</p> <p>General Description The table top should be 100% radiolucent material & X-Ray access. 5 sections table plate Mattress should be The table pad should be double layered and not soft but can be molded by the figure of the patient to deliver even counterforce and reduce the possible of ulcer, and Table should be water-proof and anti-static material and can be washed by water directly; each joint should be sealed by ultrasonic not glue and sewing. The thick of the mattress should be more than 75mm Table should be have 3 control models including remote panel, column (pillar) panel and foot switch</p>

			<p>Table should have the “fiber-class reinforced plastic” material as the cover of the table base not metal to avoid the potential shocking by the current.</p> <p>Table should have a battery inside the table, which can work 50-80 operations for two weeks and the battery should be standard configuration.</p> <p>Table should have electric longitudinal shift function</p> <p>Table should be interchangeable for the leg plates and head rest for normal position and reverse position</p> <p>Table should have electric longitudinal shift function</p> <p>Table should be interchangeable for the leg plates and head rest for normal position and reverse position</p> <p>Table should have electric longitudinal shift function</p> <p>Table should have a build-in elevator</p> <p>The rails & the column of the table should be made of high level Nickel-Chrome stainless steel.</p> <p>Technical Specification</p> <p>Basic information</p> <p>Length of the table ≥ 2060 mm</p> <p>Width of the table with rails ≥ 590 mm</p> <p>The thickness of mattress ≥ 75mm</p> <p>Electric Function</p> <p>The lowest position ≤ 600 mm</p> <p>The highest position ≥ 950mm</p> <p>Longitudinal shift ≥ 320 mm</p> <p>Turn left $\geq 20^\circ$</p> <p>Turn right $\geq 20^\circ$</p> <p>Trendelenburg position $\geq 25^\circ$</p> <p>Reverse Trendelenburg position $\geq 25^\circ$</p> <p>Back plate up position $\geq 80^\circ$</p> <p>Back plate down position $\geq 40^\circ$</p> <p>Flex position $\geq 220^\circ$</p> <p>Re-flex position $\geq 110^\circ$</p>
14	CCT14	Xenon Surgeon’s Head Light	<ol style="list-style-type: none"> 250 W to 350 Watt Xenon lamp for true colour rendering and consistent white light. Slide turret with Three or Four ports

			<ol style="list-style-type: none"> 3. Light intensity can be controlled with a sliding attenuator 4. Lamp age meter indicates when to replace the lamp 5. Mobile floor stand. 6. Xenon / LED Headlight Systems 7. Head Light System with Straight or Bifurcated Fiber optic cable, 8. Lightweight / soft headband. 9. Lamp: <ul style="list-style-type: none"> Type Xenon Lamp / LED Bulb Life: Minimum 600 Hours (Higher will be preferred) Wattage: 250 to 350 Watts (Higher will be preferred) Color temperature 5000 – 7000 Kelvin 10. Warranty minimum 5 years 11. Battery backup upto 4 hours or more with minimum charging time.
15	CCT15	Binocular Loop 3.5X	3.5X Light weight, 3.5 x magnification, Working distance : 420 - 600 mm
16	CCT16	Multi Channel Cardiac Monitor	<ol style="list-style-type: none"> 1. Latest monitors having a flexible modular design with easy interchange, upgradeability, data storage, retrieval, display analysis and printing. The same system should address a broad range of patients, from neonates to adults. 2. Should allow manually operated instant and automatic storage in case of arrhythmias/other events. 3. Clear large screen, (> 19") medical grade resolution (>1600x1200) TFT/LCD display with a swivel base provided by the original manufacturer, allowing rotation and viewing from any angle. 4. Capability to have simultaneous display of ≥ 6 parameters (including 4 invasive pressures, 2 or more configurable ECG leads), respiration, skin temperature, oxygen saturation monitoring capnography, cardiac output etc. 5. View and analyze data in graphical or numerical formats, real-time measurement and trended data, and organize every onscreen element as desired. Standard alarms that can be present for multiple signs and configured in different ways for patient comfort. 6. Touch screen interface for quick access and configuration. Multiple preset menu and customizable menus. 7. Configurable arrhythmia analysis tool, ST-T monitoring capabilities/mapping facility

			<p>and adjustable alarms.</p> <ol style="list-style-type: none"> 8. Send print commands to the central station from each monitor in various formant. 9. Wireless monitoring of the patient i.e., patient should be able to move around freely and still monitoring ECG, NIBP and oxygen saturation. 10. All medical telemetry has to be operated on latest recommended Medical grade transmission frequency. It should be possible to monitor the ECG (preferably all vital signs) from any remote location in or out of the hospital. either from an individual monitor or through central station. Software/hardware needed for remote access has to be provided. 11. Each monitor to be provided with all standard modules and accessories. These are 2 ECG, NIBP, 4 invasive pressure channels, oxygen saturation, temperature and respiration. Appropriate mounts and hardware for bedside storage of all accessories has to be provided. 12. For all connecting cables (ECGs, transducer cables, NIBP cuffs, saturation/temperature) a spare cable has to be supplied with each monitor. The vendor should also provide interfacing cables/ hardware to connect to other standard makes of saturation probes/NIBP cuffs/invasive BP transducers, etc. 13. Central station: It should have a large screen (min 21"), medical grade resolution TFT/LCD monitor ($\geq 1600 \times 1200$) with a real time and review screen. Alarms should also be configurable from/at the central station. It should be possible to delete/change/stop an event recognition that is an artifact or erroneous/not needed. A high end black and white laser printer should be provided. 14. Server should have state of the art processor, ≥ 4 GB RAM, ITB memory. Inbuilt/external CD/DVD writer, USB ports and necessary software (including updatable/upgradable antivirus if needed). 15. A complete UPS system with 15 mins backup will also have to provided n the quoted price. <p>Guarantee: Comprehensive guarantee for Five years for parts and labour. All software updates upto a period of 5 years to be provided free. comprehension Guarantee for parts and labour from year 6 to 10 will also need to be quoted in the price separately and will be taken into account (added in the price bid) while calculating the Final Price. The breakdown to repair time should not exceed beyond 48 hrs.</p> <p>The equipments quoted should be of latest model. The supplier has to give an</p>
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			<p>undertaking that no new model is being launched in the next 12 months. Meanwhile if a new model is launched due to any reason, whatsoever, the supplier will be bound to supply that new model without any extra cost.</p> <p>ADDITIONAL INFORMATION The proposed number of monitor is 36 with 3 central station with capability to monitor at least 12 monitors each.</p>
17	CCT17	Syringe Infusion Pump	Capability for working on AC power and internal rechargeable battery lasting over 2.5 hours with full charge. (Higher will be preferred). Should have 3/2 stage adjustment , 20/50 cc both , longest battery backup . Should be capable of using 10ml, 20ml and 50ml syringes. Delivery rate should be form 0.1 ml/hr to over 100 ml/hr. Selectable purge rates. Alarms for occlusion, near empty, low battery etc, at different settings. Light weight, portable and capability for pole mounting.
18	CCT18	Electro Surgical Unit	Microcontroller based multi programmable by the user, isolated electro surgical generator, designed for all surgical procedures and with spray mode for Cardio Vascular procedure and (vessel sealing system Optional). Low voltage coagulation,. Must have three to four coagulation modes. Maximum output 470 – 520 KHz sinusoid. The digital electrosurgical unit that displays power. The electrosurgical unit will perform standard functions including cut , coagulation and spray in unipolar modes. With accessories – Main unit – 1, Pencil Holder – 2, Electrode Blades – 10, Electrode Needles – 10, reusable Pencil switches with hand control -2. Reusable Footswitch control – 1, Non flexible Patient Plate with cable – 2. Mobile trolley / carts on castors – 1. Power cord -1. Power input to be 180 - 270 V 50/60Hz. Suitable Servo controlled stabilizer/CVT.
19	CCT19	External Patient temperature (warming) device	<p>A Light weight, portable, electrically operated warm air blower Unit.</p> <p>B Air distribution designed for optimal effectiveness.</p> <p>C Ample (Blanket) dimensions to accommodate all sized patients.</p> <p>D Hose attaches easily and securely.</p>
20	CCT20	Activated Clotting Timer Machine	Should have portable easily handle double well operated on 230V mains & battery backup.
23	CCT23	Ventilator Paediatric / Neonate with addition of nitrous circuit	Volume cycled ventilator, microprocessor based and upgradeable, for short-term and prolonged ventilation. Should have CMV, SIMV, ASB, PEEP, and CPAP modes. Easy to handle & operational safety. Electrically operated. Air compressor / Turbine system / Rotary compressor, if compressor based it should be provided along with the ventilator

			<p>mounted on same trolley. Nebulizer & Humidifier – both Adult & Pediatric. UPS system and / or battery backup for compressor and ventilator minimum 2-3 hours. Adult, Pediatric & Neonatal breathing circuits (each). Alarms – display facility. Digital display of all set parameters should be displayed automatically. One-year accessory kit and spare. Both ventilator & compressor. Warranty for 5 years.</p> <p>Additional features if available -Auto starts mode, Adaptive inspiration time and peak flow rate, simultaneous flow and pressure triggering, should be able to run under low pressure of oxygen.</p> <p>Paediatric and neonatal ventilator should be compatible with NO gas (nitrous oxide) gas delivery system.</p>
24	CCT24	Crash cart	<ol style="list-style-type: none"> 1. Overall size shall be more than 900mm L x 500mm W x 1500mm H. 2. The crash cart should be made of 25.4mmx18G Stainless steel tubular frame work. 3. Shall have Epoxy / Anti-Microbial powder paint inside and out 4. Should have dual push handles on either side 5. Should have S.S. shelves, six colored removable bins & two polystyrene lockable storage units with three drawers each. 6. Facility to carry ECG Monitors, Defibrillators etc on open areas at top centre and bottom shelves. 7. Should have Stainless steel saline rod fixed with. 8. Two accessory mounting brackets to mount accessories anywhere without the need of prethreaded holes. 9. Crash cart should be mounted on 12.5 cms dia non-rusting swiveling castor wheels. Two having locking arrangement. 10. Oxygen cylinder stand epoxy powder coated, on one side
25	CCT25	E.T.O. Sterilizer	<ol style="list-style-type: none"> 1. One Touch operation makes operator expertise & dependence unessential. 2. Repeatability of cycle parameters and lime assured. 3. Chamber made of stainless steel with baskets for easy material handling. 4. A unit dose cartridge of 100% pure Ethylene Oxide is punctured automatically

			<p>inside the chamber with a unique puncturing mechanism. -</p> <ol style="list-style-type: none"> 5. A printer is installed in the front panel of the sterilizer to permanently record time, batch no. , cycle parameters, cycle status, gas exposure time and aeration lime and fault messages. 6. Touch screen display shows the lime, cycle parameters, cycle status and exposure time. It also indicates the time remaining for gas exposure and aeration and fault messages and has a virtual keyboard for data entry. 7. Flexibility of setting multiple sterilization cycles with possibility to set the all the parameters independently. <ul style="list-style-type: none"> • SAFETY <ol style="list-style-type: none"> 1. The cycle operates in vacuum and hence is safer to operate as there is minimum chance of leakage. 2. The electronic design provides accuracy of operation, dependability and repeatability. 3. As the door is provided with a interlock, hence unless the door is closed, the cycle cannot be initiated. 4. Once a cycle is started, the door gets locked automatically and does not open till cycle is complete. 5. The sterilizer aerates the load after sterilization and is continuous in one chamber and thereby eliminates gas exposure to operators during load transfers. 6. Cycle Completion record is shown on the printout and display and only after successful completion of batch. 7. Auto Abort facility in case of any abnormal conditions. • UNIQUE FEATURES <ol style="list-style-type: none"> 1. Special Software where cycle parameters can be programmed as per actual
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			<p>requirement of the load.</p> <ol style="list-style-type: none"> 2. “ENVIRO-PRO” system which acts as a additional area safety feature by sucking air away from operator. 3. Unique “TRI AERA” system, to enhance removal of residual EO from the products. 4. Unique “LEAKALERT “sequence which performs a leak test automatically at the beginning of each cycle, and if leakage is found, it alerts theoperator and aborts the cycle. 5. Fault and time out messages are displayed for easy diagnosis by operator and not only as Fault numbers. 6. Unique "ROTA-HEAT” system which enhances all round heating and lower electric charges. 7. Unique “AUTO-MAN” feature which allows Manual operation in case of emergency break down of Auto system. 8. Price economical with more features to price ratio. 9. Designed to work in tropical conditions and does not go in fault if the humidity or temperature is high.
26	CCT26	Autoclave Rapid Sterilizer	<p>Should be a removable stainless steel cassette, when inserted into the insulated steel receptacle, forms the sterilization chamber.</p> <p>It should be utilized a pressure pulse method of dynamic air removal and also designed with a much smaller sterilization chamber that allows for a faster turnaround time for smaller loads.</p> <p>Should have ultrafast 9 minute unwrapped cycle and 17.5 minute wrapped cycle.</p> <p>Should be single use water, exceptional instrument turnover, aseptic transfer of instruments directly to the point of use and reduced instrument investment.</p> <p>Should have 15 minute Dri-Tec drying technology.</p>

			<p>Should have choice to use external printer or datalogger.</p> <p>Should be CE marked</p> <p><u>Technical Specification:</u></p> <p>Cassette Size (External): 498mm (L) includes handles x 200mm (W) x 85mm (H) ± 5mm Extended Cassette Size (External): 570mm (L) x 200mm (W) x 85mm (H) ± 5mm Cassette Size (Internal): 385 (L) x 185 (W) x 80mm (H) ± 5mm Sterilization Chamber Volume: Not more than 5.1 L Reservoir volume: Not more than 4.0 L Max. Operating pressure: 341 kPa abs Max. Steam Temperature: 138 deg C Machine dimension: 555mm (L) ± 5mm x 415mm (W) ± 5mm x 195mm (H) ± 5mm Weight (Without water): Not more than 32Kg ± 1 kg Power Supply: 220-240 V, 50/60 Hz Clearance required: Top 50mm (1.9") ± 1mm Sides 50mm (1.9") ± 1mm Back 50mm (1.9") ± 1mm Front 570mm (22.4") ± 1mm</p>
27	CCT27	X-Ray Machine	<p>Technical Specifications</p> <p>Generator Rating Radiography- 90- 120 mA at 90- 120 kVp , Tube Current. Radiography-25 mA, 50 mA, 100 mA . Tube Voltage Radiography 45kVp 100kVp Timer Radiography 0.04 sec - 8 second Solid state in 24 steps. Power 8 KW as per ISI. Power Supply Single phase 230 V, 50/60 Hz, 10KVA , Self-contained Tube Head Utility: The machine is ideal for X-rays of chest, skull, extremities</p>
28	CCT28	Split type Air conditioner with Stabilizer and inverter technology	<p>Split Air conditioners with suitable Stabilizer - 2 tones capacity</p> <p>Must used inverter technology</p>
29	CCT29	Portable O.T. Light	<p>Operation light - mobile : The mobile operation light is provided with color correcting and heat absorbing glass filters. The light is fitted with halogen bulbs with 24V-150W specifications. Its intensity is 60000 Lux with color temperature of 4300$\pm 10\%$K.</p>

			<p>These lights are designed to perfection with relevance to medical purpose. Model - 19" Dome Mobile Dome - 19" Dia. Bulb - 24V 150W Intensity - 60000 Lux Color Temperature - 4300±10%K Heat Rise - 2⁰c -4⁰c Field Diameter - 150-200 mm</p>
30	CCT30	Central oxygen/Medical air/suction	<p>The Manifold shall be a fully automatic type and shall switch from“Bank in Use” to “Reserve” bank without Fluctuation in delivery supply line pressure and without the need for external power after the switch over pressure and without the need for external power after the switch over the “Reserve” bank shall the reserve bank. Two stage Medical Gas regulators system for smooth and constant delivery pressure with 12 V D.C Control systems for maximum safety. The system should be able to maintain continuous supply in case of power failure. a) Capacity: 4 bar line pressure, 1000 lpm, HTM2022/02-01 and C11 complaint b) (2x15) with cylinders Function: Fully automatic self-contained shuttle valve with no electricalpower required for switching, control panel with display. LCD/LED display for the left bank, the right bank and for the supply pressure. Complete with relief valve, emergency shut off valve andbattery/bank room alarm for left and right cylinder bank. Unit should be able to control the gases in case of power failure. VIE Tank connection for liquid Oxygen tank. WALL OUTLETS DIN OR OHMEDA COMPATIBLE OR BS OR JIS SYSTEM/ QUICK DISCONNECTED / PARKING STAGEWITH ANTIMICROBIAL ADDITIVE TO MINIMISE CROSS INFECTION. Gases outlets wall mounted/BHU Type outlet in line, complete in Box. Casing Gas specific, self sealing valve, indexed to eliminate interchangeability and cover plate. Color coding Including maintenance capsule assembly, probe interlock mechanism and warning label Oxygen White Nitrous Oxide Blue Compressed Air Black/White</p>

			<p>Vacuum Yellow</p> <p>160 06 35 160</p> <p>BED HEAD UNITS</p> <p>Each unit consists of: 1500mm or above with Separate ducts for Electrical Gas Pipes</p> <p>Horizontal type/vertical type(Both are acceptable)</p> <ol style="list-style-type: none"> 1. Built-in reading light, with ON/OFF switch 2. Built-in reading light, with ON/OO switch 3. Gas outlet provision,(2x Air, 2X Oxygen 2X Vacuum) 4. Electrical Provisions, Electrical sockets: 4 Nos and above <p>All wiring confirms to standards, ground/earth-10 gauge(green)</p> <p>18</p> <p>ALARM AREA WITH REMOTE SENSOR UPTO FIVE GASES</p> <p>Individual display and sensor module. Self diagnostic and error message readable for ease of maintenance psi, kPa or Bar read out. Test and Mute Button, Low alarm condition.</p> <p>3 Gases</p> <p>06</p> <p>MULTIPLE ZONE VALVE BOX WITH MONTORING GAUGE UPTO SIX GASES</p> <p>Each wall type zone valve box shall consist of the following components: A steel valve box with shut-off bal valve with tube extension. With lock & Key</p> <p>5 Gases</p> <p>3 Gases</p> <p>2 Gases</p> <p>06</p> <p>06</p> <p>10</p> <p>Line ball Valve Assemblies 15mm. In-line, 120 OXYGEN FLOW METER WITH HUMIDIFIER AND PROBES</p> <p>1 lpm-5lp (from 5-15lpm)</p> <p>With autoclave able and unbreakable humidifier bottle</p> <p>150 VACUUM REGULATOR WITH GAUGE WITH 1500ML</p>
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			<p>(AUTOCLAVEBLE JAR& LID) The injector connectable to wall source/bed head unit of pressure gas using direct probe with large monitoring gauge with suction trap to prevent over flow of waste fluid from entering into the suction regulator Vacuum Levels 0 to 750.</p> <p>150 COPPER PIPING AND FITTINGS IMPORTED Supply and installation of seamless copper pipe, deoxidized and degreased As per site along with required fitting etc. various sizes/dia As per site to be provided on turnkey basis</p> <p>COMPRESSOR Duplex compressor unit, oil free/with oil 1 Set Screw Type, Both are acceptable Capacity of air producing approximately minimum of each compressor 1300-1400 liters/min/FAD at 10 bar)(+10%) (Dual) one is in use and one will be in standby. Mounted on anti-vibrations base.</p> <p>RESERVOIR Compatible medical grade Air receiver tank: 900 Liter Horizontal/Vertical Type Galvanized internally with auto drain minimum 11 bars output pressure of tank</p> <p>DRYER Desiccant Type Capacity suitable according to the compressor output Medical Air Plant with Breathable Air with Elimination of Toxic Gases such as carbon dioxide, Nitrogen dioxide, Nitrogen monoxide and Carbon monoxide etc. supply in accordance with international standards (Pharmacopeia Europe)</p> <p>FILTRATIN SYSTEM Consisting of clean Medical Grade Air Consisting of Pre-Filter/humidity, oil free and sterile/bacterial filter. Mounted with shut off valves on an assembly panel.</p>
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			<p>01 01 01 A GSS(Anesthetic Gas Scavenging System) HTM2022 Anesthetic gas scavenging system designed to remove exhaled anesthetic gas mixtures from operating theater driven by air at 05 bar through vacuum plant. 01 Rigid Retractable Pendant with electrical socket. For 5 gasses. Oxygen, Air, N2o, AGSS, Vac Flexible Ceiling Type Outlets Air Oxygen Vacuum 06 06 Duplex/Triplex Medical Rotary Vacuum Tank mounted system the capacity of vacuum system is 1000 L/min or more as per NFPA99/HTM2022 @ 400-500 mm HG. Flex connectors. Vibration Isolation, Pads, , Vacuum pump run light Tank mounted system /Vertical Tank with auto drain.</p>
31	CCT31	Pulse Oxymeter	<p>The pulse oximeter should have the following provisions required for operation theatres, ICUs, ICCUs and NICUs, ambulances and out-patient rooms. LCD display (minimum 4”) large digital display of SpO2, pulse rate and plethysmogram with continuous display of high/low alarm limits pulse strength bar graph. Pulse strength bar graph. Wide range of sensors - finger probe for adult and pediatric. Mains & Battery operated.Power input: 220 VAC ±10%, 50Hz. Compact, portable and easy to set up with minimum 4 Hrs. battery backup with battery level indicator. SpO2 - 0-100%</p>

			<p>Accuracy - + 2%, 70-100% + 3%, 50-69%</p> <p>Pulse rate within 30-250 bpm,</p> <p>Accuracy - + 2% full scale</p> <p>Pulse beep - separately adjustable beep volume (including off), tone frequency varies with the SpO2 value.</p> <p>Patient alarm - audible and visible alarm with adjustable volume (including off), audible alarm silence key with following alarm range:</p> <p>SpO2 Low - off 50-99%</p> <p>High - 50-100% off</p> <p>Pulse rate Low - off 40-100</p> <p>High - 70-250, off</p> <p>Should have trend memory for pulse & SpO2</p> <p>Following alarms to be included:</p> <p>Sensor disconnection</p> <p>- Low pulse</p> <p>- Low battery</p>
32	CCT32	EtCo2 Monitor	<p>General Specifications</p> <p>Description Compact, battery powered, quantitative capnometer for mainstream CO2 monitoring of adults and pediatrics.</p> <p>Measurements Non-dispersive IR absorption</p> <p>Models EMMA Analyzer (non-alarm)</p> <p>EMMA Monitor (full-alarm)</p> <p>Versions CO2 displayed in kPa or mmHg</p> <p>Warm up In operation and full accuracy within 5 sec.</p> <p>Calibration No routine calibration required</p> <p>Certifications CE marked per 93/42/EEC, FDA 510(k) and UL/CSA 60601-1</p> <p>Dimensions 52 x 39 x 39 mm (2.1 x 1.5 x 1.5 inches)</p> <p>Weight Approximately 60 g (2.1 oz) with batteries</p> <p>Shock absorption Withstands repeated 1 m drops</p> <p>Environment</p> <p>Operating conditions Temperature: -5 - +50°C (23 to 122°F)</p> <p>Humidity: 10 - 95% RH (non-condensing)</p> <p>Atmospheric pressure: 70 - 120 kPa</p> <p>(1) (2)</p>

			<p>Storage conditions Temperature: -30 - +70°C (-22 to 158°F) Humidity: 5 - 100% RH (condensing) Atmospheric pressure: 50 - 120 kPa</p> <p>Displays ETCO2 LED Numeric Display Respiratory rate LED Numeric Display CO2 Bar Graph 14 segment LED bar graph</p> <p>Controls Power ON key Alarm Silence 2 min. alarm silence key (EMMA Monitor only) ETCO2 Up/Down key for setting alarm limits (EMMA Monitor only)</p> <p>CO2 Range 0 - 99 mmHg (0 - 9.9 kPa) (3) Accuracy 0-40 mmHg \pm 2 mmHg, 41-99 mmHg 6% of reading, during standard conditions. (4) (5) Rise time \leq 60 ms Total system response time < 0.5 sec. 25 (33)</p> <p>General EMMA Emergency Capnometer Respiratory Rate (RR) Respiratory rate 3 - 150 breaths/min Accuracy \pm 1 bpm Breath detect Adaptive threshold, minimum 1 kPa CO2 change</p> <p>EMMA Airway Adapters Adult 6 ml dead space</p> <p>Indicators and Alarms EMMA Analyzer Indicators for: No Adapter, Check Adapter, No Breath Detected, Low</p> <p>Battery EMMA Monitor Alarms for: No Adapter, Check Adapter, No Breath Detected, Low Battery, Low ETCO2, High ETCO2 Sound Intensity Level \geq 80 dBA (EMMA Monitor only)</p> <p>Power requirements</p>
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			Batteries Two (2) AAA Cell Alkaline Batteries (2 x 1.5VDC) (IEC Type LR03) Battery life time 8 hours of normal use Power status LED indicator
33	CCT33	Prothrombin time machine	*It should be based on Advanced Photoelectric Double Magnetic Testing system with single channel *It should have inbuilt incubations stations for 8 sample positions & 5 reagent positions * It should have open system for reagents *It should have big LCD screen, graph display, function key board & multi language *It should save & print reference date & curve automatically * It should have inner printer * It should manual & auto manual sample adding function with inbuilt pipette *It should have test time 3-999 seconds *There should not be interference from abnormal sample like lipemic or icteric *There should not be interference from air bubbles produced during sample handling *It can print random reports * it should conforms to ISO 9001:2000, ISO 13485: 2003 & CE certified
34	CCT34	UPS 10 KVA	On line UPS System Backup time 2 – 4 hours with standard accessories.
35	CCT35	UPS 5 KVA	On line UPS System Backup time 2 – 4 hours with standard accessories.
39	CCT39	Instrument for Minimal Invasive Cardiac Surgery	
40	CCT40	Sternal Saw Oscillating & Vertical	Electrically operated motor control unit with forward and reverse speed motor. Power cable with motor working with the power supply 220-240 VAC 50Hz. Should contain a foot control paddles with waterproof and anesthetic agent proof. 120-140 x 180- 220 x 50- 70 mm. Sternal saw with first time (Vertical cutting) and redo (Oscillating) blades, Light weight with blade protector, saw cable connector for both blades. Overheating cut off of motor with reset facility. Additional blades 10 each of normal and redo (Oscillating) . Saw should be in all respects complete and ready to use. Flexible cable with minimum 180 cm in length. Should have minimum 5 years warranty.
41	CCT41	Tissue stabilization and heart positioner system	(Standard Set)
42	CCT42	Thoracotomy Instrument set	(Standard Set)

43	CCT43	CABG Instrument set	(Standard Set)
44	CCT44	Pediatric Instrument set	(Standard Set)
45	CCT45	General Instrument set	(Standard Set)
46	CCT46	Favoloro Retractor for I.M.A. Harvest	Three retractors in one can be used as a sternal / IMA retractor. Includes four sternal blades with individual and independent dual movement. Sliding sternal blade assemblies allow movement on horizontal planes of side arms to provide proper position adjustment according to length of sternum. Both side arms can be rotated and a locked at 30° or 60° along its axis, for flexibility in positioning the retractor for IMA exposure.
47	CCT47	Angled DeBakey Vascular Forceps for I.M.A. Harvest	<p>a) DeBakey Vascular tissue forceps, jaw with a bayonet handle for difficult access and increased visibility 7½".</p> <p>b) DeBakey Vascular tissue forceps, jaw with a bayonet shape fine tip 7½".</p> <p>Reverse angled potts scissors for coronary artery surgery 110 - 130° angle. ½ " blade.</p>
48	CCT48	Castroviejo Needle Holder Straight for Anastomosis	Have Jaw with tungsten carbide inserts with lock for suture material 6.0 – 10. Straight – 8 - 8½" and 7¼ - 8"
49	CCT49	Morris Cross Clamp	<p>A 8 1/8"(20.6 cm) long, jaw length 2½ " from angle.</p> <p>B. 8 7/8" (22.5 cm) long, jaws length 3 3/4" (9.5 cm) from angle</p>
50	CCT50	Lemole Strong Partial Side biting Clamp	<p>A Straight shanks 8" length, jaw 1¾ " wide 7/8" deep, 1X9 ratchets.</p> <p>B Angled shanks 8" length, jaw 1¾ " wide 7/8" deep, 1X9 ratchets.</p>
51	CCT51	Valve Forceps	Cardiac valve forceps 9 - 9 ½ "
52	CCT52	DeBakey Angled Valve Scissors	DeBakey Valve Scissors 7 – 8 " (18 – 20 cm) long with acute curve heavy construction
53	CCT53	Vascular Clamps	<p>a) 60° angle, 9¼" (23.5 cm) length Atraugrip jaw, 1 ¾ "(4 cm), 1 X 9 ratchets</p> <p>b) 60° angle, 8 ¼" (21 cm) length Atraugrip jaw, 2 "(5 cm), 1 X 9 ratchets</p> <p>c) 60° angle, 9 3/8" (23.8 cm) length Atraugrip jaw, 2 11/16"(6.5 cm), 1 X 9 ratchets</p> <p>d) 60° angle, 12 ½" (31.8 cm) length Atraugrip jaw, 3 11/16"(10 cm), 1 X 11 ratchets</p> <p>e) Angled vascular DeBakey clamp6"long</p>
54	CCT54	Micro Ring Tip Forceps	<p>The 0.5 mm teardrop ring tip forceps for the mammary /coronary arteries and the sizing 0.5 mm and 1.5 mm pertains to the size of the hole.</p> <p>b) Mammary /coronary tissue forceps 0.5 mm Ring tip forceps 7" & 8"</p>

			Septenous / Aorta tissue forceps 1.5 mm ring tip forceps 7" & 8 "
55	CCT55	Wire Twisting Forceps	Short jaw, short handle 5" overall length, tungsten carbide coating.
56	CCT56	Roller Forceps	Gunner Hey roller forceps ½ " (12 mm) diameter 7 ½ " length.
57	CCT57	Cooley Mitral Valve Retractors	a) Right medium blade width 1" depth 1 1/8" b) Right large blade width 2" depth 1 3/8 " Left blade width 2" depth 3/8"
58	CCT58	Tubing Clamps	Standard Size
59	CCT59	Hegar's Dilator	Hegar's uterine dilators Double end length 8" chrome plated set of 9 sizes 3/4 mm to 17/18 mm.
60	CCT60	Finochietto Rib Spreader	a) Child size spread 5 – 7 " Blade, 1.5 – 2.0" deep, 1.5 – 2.0" wide arm length is 5 - 6 "curved arms. b) Adult size medium spread 8- 9" Blade, 1.5 – 2.0 " deep, 2.5 - 3.0 " wide arm length is 7 - 8 "curved arms. Adult size medium spread 8 - 9 " Blade, 2.5 – 3.0 " deep, 2.5 – 3.0 " wide arm length is 7 - 8 " curved arms.
61	CCT61	Nelson Metzenbaum Scissors	a) 10 - 11" with tungsten carbide (curved) 11.5 - 12 " with tungsten carbide(curved)
62	CCT62	Forceps Artery Robert	Forceps Artery Robert curved 23 cm
63	CCT63	Mosquito Forceps	a. Mosquito forceps curved 4.5 -5.5 " X 10 b. Mosquito forceps straight 4.5 – 5.5" X 10
64	CCT64	Mayo Scissor	Mayo Scissor curved 6.5 – 7.5 " with tungsten carbide.
65	CCT65	Needle Holders	(a). Micro Vascular Needle Holders for 3.0, 4.0, 5.0 fine tip 6.5 - 8" X 4 (b) Micro Vascular Needle Holders for 5.0, 6.0, 7.0 fine tip 6.5 - 8" X 4 (c) Needle Holders for 2.0, 3.0 fine tip 8" & 7" X 2
66	CCT66	Coronary Shunts for Off Pump CABG	(different sizes)
67	CCT67	Valve Hook	Standard Size
68	CCT68	DeBakey Endarterectomy Scissors	7 – 7.5" slightly curved +/- Tungsten Carbide
69	CCT69	Cushing VSD Retractors	8 – 8.5"one set
70	CCT70	DeBakey Diethrich Vascular Forceps	25 degree 7 – 7.5"

71	CCT71	Ryder Classic Plus	Size 7 – 7.5’’								
72	CCT72	Jones I.M.A. Scissor Bayonet	45° length 6 – 7.0’’								
73	CCT73	Coronary Suction Tip	Standard Size								
74	CCT74	Cooley Vena Cava Clamp	Standard Size								
75	CCT75	Coronary Spring Potts Scissors 45 Degree	45 degree 7 – 7.5’’								
76	CCT76	Coronary Probe	Size 1/1.25/1.5/1.75/2/2.5 mm								
77	CCT77	Metal Bulldog Small	Small 8 nos. Light Weight								
78	CCT78	Cooley`s Clamp	Standard Size								
79	CCT79	Vein filling Needles	Standard Size								
80	CCT80	I.M.A. Needles	Standard Size								
81	CCT81	Tenotomy Scissor 7 ½’’	Size 7 ½’’								
82	CCT82	Tubing Holder Metallic									
83	CCT83	Suction machine	<p>Mobile Suction Unit</p> <ul style="list-style-type: none"> » Cabinet made by mild steel with electrostatically power coated » 50mm diameter Rubber castors. » 2 glass Jars of 1.5Ltrs with over flow safety device. » Oil immersed motorized noise less vacuum pump. » Stainless top. » Vacuum create- 700mm Hg10% ± control by knob. » 63mm diameter vacuum gaug graduated in mm Hg » Reusable filter. » Foot switch socket for use foot switch. » Power : 230V-50Hz <p>Dimension</p> <table border="1"> <thead> <tr> <th>Height</th> <th>Depth</th> <th>Width</th> <th>Weight</th> </tr> </thead> <tbody> <tr> <td>75cm</td> <td>30cm</td> <td>35cm</td> <td>18kg Approx.</td> </tr> </tbody> </table>	Height	Depth	Width	Weight	75cm	30cm	35cm	18kg Approx.
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