

**KOLLAM DISTRICT COOPERATIVE HOSPITAL SOCIETY LTD Q 952**

**Palathara, Kollam**

**Pin: 691020**

**TENDER DOCUMENT**

**For**

**Supply & Installation of**

**MRI COMPATIBLE EQUIPMENTS &ACCESSORIES**

**Tender No: PDT -4/2018-19/- MRI COMPATIBLE EQUIPMENTS &ACCESSORIES/NSMIMS**

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## **SECTION 1**

### **INVITATION FOR TENDER**

Sealed Tenders (Two Bid System) are invited for supply and installation of  
**MRI COMPATIBLE EQUIPMENTS & ACCESSORIES**

-For NS Memorial Institute of Medical Sciences (NSMIMS) under Kollam  
District Cooperative Hospital Society Ltd Q 952.

**DATE OF RELEASE OF TENDER : 28.06.2018**

**LAST DATE FOR PURCHASE OF  
TENDER DOCUMENTS : 10.07.2018 11 am**

**TENDER SUBMISSION END DATE : 10.07.2018 3 pm**

**DATE OF TENDER BID OPENING : 10.07.2018 4 pm**

### Brief schedule

SI No	Description	EMD	Completion period	Tender fees
1	MRI COMPATIBLE EQUIPMENTS & ACCESSORIES	Rs 100000/-	3weeks	Rs 2000/-

Tender documents are available for sale at NSMIMS from 13.06.2018 till closing date of receipt of tender against a payment of non-refundable fee of Rs 2000/- (Rupees Two Thousand Only) in the form of crossed Demand Draft drawn in favour of the Secretary, Kollam District Cooperative Hospital Society Ltd, Q 952 payable at Kollam. The tender document can also be downloaded from the website [www.nshospital.org](http://www.nshospital.org). In the case of bid documents downloaded from the website mentioned above, the required fees as mentioned above has to be deposited at the time of submission of tender and non-submission of sufficient tender document cost as mentioned in Section III shall be one of the primary reasons for rejection of the offer in the first round.

In case of any disparity between the printed version of the tender documents sold through the Tender Inviting Authority and the downloaded version, the printed version will prevail.

## SECTION II

### SCOPE & DESCRIPTION OF CONTRACT

#### 2.1 General Definitions

- 2.1.1 *Society* means Kollam District Cooperative Hospital Society Ltd Q 952, represented by the Secretary
- 2.1.2 *Purchase Committee* is a Sub Committee of the Board of Directors authorized to decide on the purchase of the drugs, equipments and other stores procured by the Society
- 2.1.3 *Tender Inviting Authority* is the Secretary, Kollam District Cooperative Hospital Society Ltd, Q 952 who calls for tenders and ensures supply, installation and after sales service of the items procured under this tender document.
- 2.1.4 *Blacklisting/debarring* – the event of violation of any conditions of the tender document, more specifically those mentioned in the Specific Conditions of Contract (Section V) and General Conditions OfContract (Section VI) of this tender document, the tenderers will be prevented for a period of 1 to 5 years from participating in the future tenders of Tender Inviting Authority, the period of debarring being decided on the basis of the number of violations in the tender conditions and the loss/hardship caused to the Tender Inviting Authority on account of such violations.

#### 2.2 Scope

- 2.2.1 The tenders are invited for the supply, installation and commissioning of the MRI Compatible Equipments and accessories, the details of which are mentioned in Section IV, needed for Kollam District Cooperative Hospital Society Ltd, Q 952.

The tender can be withdrawn at any point of time, after the minimum price firmness period of 180 days, but not after accepting the Letter of Intent or entering into agreement with Kollam District Cooperative Hospital Society Ltd, Q 952 or without giving a one month's prior notice.

## SECTION III

### TENDER SCHEDULE

#### 3.1. Tender Details

1.	Tender No.	Tender No: PDT -4/2018-19/- MRI COMPATIBLE EQUIPMENTS & ACCESSORIES/NSMIMS
2.	Cost of Tender Document	Rs 2000/-
3	Earnest Money Deposit	Rs 100000/-
4.	Performance Security	5% of the offered price (for successful tenders)
5.	Validity of Performance Security	Up to 90 days after the date of completion of the contractual obligations

#### 3.2. Important Dates

Sl. No.	Particulars	Date and time
1.	Date of release of tender	28.06.2018 10am
2	Tender submission Start Date	28.06.2018 10am
3	Tender submission End Date	10.07.2018 3pm
4	Date of technical bid opening	10.07.2018 4pm
5	Date of demonstration of the machine/equipments	To be informed to qualified tenderers qualifying after opening of technical bids
6	Date of opening of the price bid	To be informed to the qualifying tenders qualifying after demonstration

## SECTION IV

### DETAILS OF EQUIPMENT TENDERED

#### 4.1

SI NO	DESCRIPTION	QTY
1.	Multiformat Dry Laser Imager	1
2.	MR Compatible Pressure Injector	1
3.	MR Compatible Anaesthesia machine with ventilator and monitor	1
4	MR Anaesthesia cart	1
5	MR shielded Infusion Pump	1
6	MR Compatible IV stand	3

#### 4.2

The detailed technical specifications and other quality parameters of the above equipment may be seen at the Appendix in Section VII- Technical Specifications

## SECTION V

### SPECIFIC CONDITIONS OF CONTRACT

#### 5.1

<b>Sl. No</b>	<b>Activity</b>	<b>Time Limit</b>
5.1.1	<i>Installation / Delivery period</i>	2weeks from date of confirmation of delivery from Tender Inviting Authority
5.1.2	<i>Completion of installation</i>	2 weeks from the date of supply order
5.1.3	<i>Comprehensive warranty period</i>	3 years for all items supplied
5.1.4	<i>Frequency of visits to NSMIMS during Warranty</i>	One visit every 3 months (4 visits in a year) for periodic/preventive maintenance and any time for attending repairs/break down calls.
5.1.5	<i>Submission of Performance Security and entering into contract</i>	10 days from the date of issuance of Letter of Intent
5.1.6	<i>Payment Installments of Price of equipments and ratio</i>	2 Installments and in the ratio 80: 20
5.1.7	<i>Time for making payments by Tender Inviting Authority</i>	Within 30 days from the date of submission of proper documents

5.1.8	<i>Maximum time to attend any Repair call</i>	Within 48 hours during warranty period
5.1.9	<i>Uptime in a year</i>	95 %

## 5.2. Pre qualification of tenderers:

5.2.1 Manufacturers or their authorized dealers/Indian subsidiaries/direct importers having a place of business in any of the States of India are eligible to participate in this tender. [Original Equipment Manufacturers shall submit the 'Manufacturer's Offer Form' (as per Annexure- I).The Letter of Authorization (as per Annexure-2 ) from the Original Equipment Manufacturer (OEM) shall be submitted in the case of a tenderer who is not the manufacturer of the equipment offered].

5.2.2 The tenderer or manufacturer of the equipment offered who is in the business of the supply and installation of the equipment for the last three calendar years.

5.2.3 Tenderers who submit all the necessary documents as prescribed for inclusion in the technical bid under cl.6.1 without any ambiguity and errors and who submit the requisite cost of the tender document and also the EMD prescribed.

5.2.4 The Tenderers who have an average annual turnover of Rs. 2 crore for the last three completed financial years. The tenderer shall submit proof of the same (Notary attested copy of audited accounts, balance sheet, annual report etc.)

5.2.5 Tenderers who submit notary attested copy of IT returns filed for the last three years.

5.2.6 Tenderers who have the capability to attend repairs of the product within the time prescribed and who are willing to provide standby equipment or replace the faulty equipment if the repair/down time extends beyond 72 hours from the time of reporting of the fault within the next 48 hours (total down time should not exceed 5 days in one instance). The tenderers who have the capability to ensure the uptime mentioned in clause 5.1.10 (Documentary proof shall be submitted on the after sales facilities and expertise of the tenderer.)

5.2.7 Tenderers who have been blacklisted/ debarred by Tender Inviting Authority

or blacklisted / debarred by any State Government or Central Government department/Organization or Cooperative Society should not participate in the tender during the period of such blacklisting.

### **5.3 Format and signing of bid.**

5.3.1 The Tenderer shall prepare two copies of the bid, clearly making each "Original Bid" and "Copy of Bid" as appropriate. In the event of any discrepancy between them, the original shall govern.

5.3.2 The original and copy of the bid shall be typed or written in indelible ink and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. Written power-of-attorney accompanying the bid shall indicate the letter of authorization. The person or persons signing the bid shall initial all pages of the bid, except for unlamented printed literature.

5.3.3 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder, in which case the person or persons signing the bid shall initial such corrections.

### **5.4 Submission of Bids**

5.4.1 Sealing and marking of bids.

The bidders shall seal the original and the copy of the bid in an inner and an outer envelope, duly marking the envelopes as 'Original Bid' and 'Copy of Bid'.

5.4.2 The Inner and outer envelopes shall be:

(a) Addressed to the purchaser at the following address: -

**“The Secretary,  
Kollam District Cooperative Hospital Society  
Ltd Q 952,  
NS Memorial Institute of Medical Sciences  
(NSMIMS),  
Palathara  
Kollam,  
Kerala  
Pin: 691020**

- (b) Bear the Invitation for Tender number and the words “DO NOT OPEN BEFORE.....” (Here insert the time and date of Bid opening).

5.4.3 The inner envelopes shall indicate the name and address of the bidder.

5.4.4 If the outer envelope is not sealed and marked as required herein, the purchaser will assume no responsibility for the bid’s misplacement or premature opening.

5.4.5 Tenderers shall submit their bids in two parts as under:

- (a) **Technical bid**, *in duplicate*, consisting of technical details bringing out clearly in a separate sheet, the deviations in specifications, if any, from that of ‘Technical Specifications’ and also clause-by-clause compliance of specifications along with the commercial terms and conditions and bid security.
- b) **Price bid** showing only item wise prices in a separate sealed cover inside the main cover.

- c) It may be noted that when the main cover is opened on the date and time scheduled for tender opening, only the technical bids will be opened.
  
- d) Only those tenderers whose technical bids are found to be substantially responsive and demonstration of the functioning of the equipment found satisfactory will be informed of the date and time of opening of their price bids. Price bids of others will not be opened.

## **5.5 Deadline for submission of bids.**

- 5.5.1 Bids must be received by the purchaser at the address specified at para 5.4.2 not later than the time and date specified in the invitation for bids. In the event of the specified date for the submission of bids being declared a holiday for the purchaser, the bids will be received up to the appointed time on the next working day.
- 5.5.2 The purchaser may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents, in which case all rights and obligations of the purchaser and bidders which were subject to the previous deadline will thereafter be subject to the deadline as extended.
  
- 5.5.3 It is the responsibility of the bidders to ensure that the completed bidding documents are delivered to the Tender Inviting Authority before the closing date and time stipulated above for receipt of bid, failing which the bid would be considered late and rejected.

## **5.6 Late bids**

- 5.6.1 Any bid received by the purchaser after the deadline for submission of bids prescribed by the purchaser, will be summarily rejected.

## **5.7 Single bid**

Any bid received by the purchaser in the form of a single bid incorporating both technical details and quoted price will be summarily rejected.

## **SECTION VI**

### **GENERAL CONDITIONS OF CONTRACT**

#### **6.1 Contents of the Tender Document:**

This '**Tender Document**' contains the following:

- 6.1.1 Invitation for Tender (Section I)
- 6.1.2 Scope and Description of Contract (Section II)
- 6.1.3 Tender Schedule (Section III)
- 6.1.4 Details of Equipments Tendered (Section IV)
- 6.1.5 Specific Conditions of Contract (Section V)
- 6.1.6 General Conditions of Contract (Section VI)
- 6.1.7 Appendix: Documents Supplied by the Tender Inviting Authority
- 6.1.8 Annexures: Formats for submission of tenders by the tenderers

#### **6.2 Tender Document**

- 6.2.1 The detailed technical specifications and terms and conditions governing the supply, installation, commissioning and the after sales service of the products tendered are contained in this "Tender Document".
- 6.2.2 Tender documents are available for sale at NSMIMS from -13/06/2018 till aclosing date of receipt of tender against a payment of non-refundable fee of Rs2000/-(Rupees Two thousand only only)in the form of crossed Demand Draft drawn in favour of the Secretary, Kollam

District Cooperative Hospital Society Ltd Q 952 payable at Kollam. The tender document can also be downloaded from website [www.nshospital.org](http://www.nshospital.org). In the case of any discrepancy between the printed version and downloaded version, the printed version shall prevail. In case the Tender Document is downloaded, Tenderer shall submit Tender Document cost along with tender documents and non- submission of sufficient Tender document cost shall be one of the primary reasons for rejection of the offer in the first round.

6.2.3 The general guidelines on the tender process are as below;

### **6.3 Responsibility for Verification of Contents of Tender Document:**

6.3.1 The purchasers of the tender form shall examine all instructions, forms, terms and conditions and specifications in the Tender Document and verify that all the contents mentioned under clause 6.1, are contained in the 'Tender Document'.

6.3.2 Failure to furnish any information required by the tender documents and submission of an offer not substantially responsive to it in every respect shall be at the tenderer's risk and may result in the rejection of the bids, without any further notice.

### **6.4 Guidelines for Preparation of Tender**

6.4.1 The Tenderer shall bear all costs associated with the preparation and submission of its bid and the Kollam District Cooperative Hospital Society Ltd, Q 952, hereinafter referred to as the "Tender Inviting Authority", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

6.4.2 In the event of documentary proof as required not being enclosed, the Tender shall be liable to be rejected. All pages of the bid, except for unamendable printed literature, shall be signed by the authorized person or persons signing the bid along with the stamp of the tenderer.

6.4.3 Language of Bid:- The Bid prepared by the tenderer and all correspondence and documents relating to the bid exchanged by the Tenderer and the Tender Inviting Authority, shall be in English language only. Supporting documents and printed literature furnished by the Tenderer may be written in another language provided that they are accompanied by an authenticated accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Bid, the English translation shall govern.

- 6.4.4 The tender (in English Language only) for the supply of equipments mentioned in Section IV shall be submitted along with detailed specifications. A technical leaflet /brochure / literature in original shall be enclosed along with list of names of organizations to which the equipment with the same specifications have been supplied in India during the last three years. In case of copy of earlier work orders and the performance certificates supporting the claim of past performance of the tenderer, it shall be attested by the organization where the same has been supplied and installed.
- 6.4.5 The documentary evidence (other than those regarding supply and past performance) submitted along with the Tender shall be produced duly attested by the tenderer on every page and serially numbered. Any interlineations, erasures or overwriting shall be valid only if they are initialed by the person (s) signing the offer.
- 6.4.6 Tenderer shall submit a declaration letter as per the format given as Annexure 10 and copy of amendments published, if any, signed by the tenderer or the authorized representative shall be enclosed as part of the technical bid as a proof of having read and accepted the terms and conditions of the tender document.
- 6.4.7 An offer submitted in vague /ambiguous financial terms and the like, shall be deemed to be non-responsive and shall be summarily rejected.
- 6.4.8 Clarifications to specific requests shall be responded through e-mail and general clarifications, affecting all the tenderers shall be published in the official website of the Tender Inviting Authority.

## **6.5 Earnest Money Deposit (EMD):**

- 6.5.1 EMD of unsuccessful tenderers will be discharged /returned promptly.
- 6.5.2 The successful tenderer's EMD will be discharged upon the tenderer signing the contract and furnishing the performance security.
- 6.5.3 No interest will be paid for the EMD submitted.
- 6.5.4 The EMD will be forfeited, if a tenderer,

(a) Misrepresents facts or submits fabricated / forged / tampered / altered / manipulated documents.

(b) Withdraws its bid after the opening of technical bid;

(c) Fails to sign the contract after issuance of Letter of Intent

(d) Fails to furnish performance security after issuance of Letter of Intent

## **6.6 Deadline for Submission of Tender**

6.6.1 Tenders shall be submitted before the last date & time prescribed and the Tender Inviting Authority shall not be held liable for any delay whatsoever.

6.6.2 The Tender Inviting Authority may, at its discretion, extend the deadline for submission of tender by amending the Tender Document, in which case, all rights and obligations of the Tender Inviting Authority and the tenderers previously subjected to the deadline shall thereafter be subjected to the deadline so extended.

## **6.7 Modification and Withdrawal of Bids**

6.7.1 The tenderer can modify or withdraw bids submitted before the last date & time for submission.

## **6.8 Period of Validity of Tender**

6.8.1 The tender must remain valid for minimum 180 days (six months) from the date of opening of price bid. A bid valid for a shorter period shall be rejected by the Tender Inviting Authority as non-responsive.

6.8.2 Withdrawal or non-compliance of agreed terms and conditions after the execution of agreement or issuance of Supply Order will lead to invoking of penal provisions and may also lead to black listing/debarring of the successful tenderer.

## **6.9 Acceptance / Rejection of Tenders:**

6.9.1 It is not necessary that the offer of the firm quoting the lowest rates shall be accepted.

6.9.2 At any point of time, the Tender Inviting Authority reserves the right to cancel or modify the supply order even after it is awarded to the successful tenderer, in the event of the firm deviating from the agreed terms and conditions or as mutually agreed.

## **6.10 Notices**

6.10.1 The Tender Inviting Authority shall publish the following information on its website at the appropriate time as part of ensuring transparency in the tender process;

- a. The tender notices, documents, corrigendum, addendum etc, if any.
- b. Amendments to the tender conditions, if any
- c. Results of the responsiveness of the technical bids and minor infirmities/clarifications sought.
- d. List of tenderers qualified for demonstration of equipment
- e. Results of the demonstration of the equipment and provisional list of tenderers qualified for price bid opening.
- f. Final List of technically qualified bidders.

6.10.2 Notice, if any, relating to the contract, given by one party to the other shall be sent in writing or by email and confirmed by post. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.

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

## **6.11 Other Terms and Conditions**

6.11.1 All the terms and conditions in respect of warranty/guarantee, Training of Staff etc mentioned herein shall be complied with.

6.11.2 Technical Specifications and Standards: - The Goods & Services to be provided by the successful tenderer under this contract shall conform to the technical specifications and quality control parameters mentioned in this document.

6.11.3 The tenderer shall be responsible for payment of any charges due to any statutory authorities such as Income Tax, Sales Tax, and Customs Duties etc.

6.11.4 If at any point of time it is found out that there is a responsibility to effect some statutory deduction at the source, the Tender Inviting Authority will have the authority to do so.

## **6.12 Tendering System**

6.12.1 The tenders / bids are to be submitted in two covers.

6.12.2 PART-I is titled as TECHNICAL BID. The technical bid shall contain the complete technical specification, details on competency and financial stability of the tenderer, delivery and after sales conditions.

6.12.3 PART II is titled as PRICE BID (BOQ) has to be submitted.

## **6.14 Amendment of tender documents:**

6.14.1 At any time prior to the deadline for submission of tender, the Tender Inviting Authority may, for any reason, modify the tender document by amendment.

6.14.2 The amendments shall be published in the website, and the tenderer shall submit copy of amendments published, if any, signed by the tenderer or the authorized representative as part of the technical bid as a proof of having read and accepted the terms and conditions of the tender document.

6.14.3 The Tender Inviting Authority shall not be responsible for failure to inform the prospective tenderers for any notices published related to each tender. Tenderers are requested to browse website of the Tender Inviting Authority for information/general notices/amendments to tender document etc on a day to day basis till the tender is concluded.

## **6.15 Contents of Bid submission.**

6.15.1 Tender Document

- 6.15.2 Tender Document cost (in case Tender document is downloaded from the website)
- 6.15.3 Earnest Money Deposit
- 6.15.4 General information about the tenderer as per Annexure V
- 6.15.5 Annual turnover statement for last three years certified by the auditor as per Annexure IX.
- 6.15.6 Offer form as prescribed in the Annexure-VI.
- 6.15.7 The documents proving that the tenderer is an Original Equipment Manufacturer or their principal dealer/importer for Kerala/ South India/India (Annexure I/II)
- 6.15.8 Declaration Letter as per Annexure X and copy of amendments, if any, duly signed in all pages by the tenderer or the authorized signatory.
- 6.15.9 Price Bid
- 6.15.10 Power of Attorney as per format in Annexure VIII.
- 6.15.11 Notary attested documents such as articles of association/partnership deed etc, proof of incorporation, proving the registration of place of business and showing the details of partners/promoters/board of directors etc.
- 6.15.12 Notarized audited copies of the P& L Accounts, Balance Sheet, and annual report for the last three completed years certified by the auditors.
- 6.15.13 Notary attested copy of IT returns filed for the last three completed years.
- 6.15.14 Details of Service centers as per Annexure VII
- 6.15.15 Documents showing service centre facilities in Kerala/South India.
- 6.15.16 Technical literature, product data sheet. (Original brochure and other documents proving that the equipment tendered meets all the technical parameters laid down herein).
- 6.15.17 Comparative statement of the technical specifications and compliance with the supplier's offered model, deviations and justifications.

6.15.18 The documents such as supply orders, performance reports showing that the tenderer and manufacturer is having previous experience in the business of the supply and installation of the equipment offered.

6.15.19 List of Installations of the offered model in Kerala and South India (institutions with name/designation of the contact person, phone number/email )

6.15.20 Copy of Quality Certificate requested as per the technical specification (if applicable) for the offered model.

## **6.16 Opening of Tender**

6.16.1 The date of technical bid opening is published in advance. However, the date of opening of price bid will be decided only after demonstration / obtaining clarification(s) from those who qualify in the technical bid and shall be conveyed to the qualified tenderers from time to time.

6.16.2 The opening of the technical bid and the price bid shall be done by the Tender Inviting Authority or his authorized representatives. The prospective tenderers or his/her representative who choose to attend the bid opening can attend the office of the Tender Inviting Authority for the opening of the bids.

6.16.3 In the event of the specified date for opening of Tender being declared holiday, the Tender shall be opened at the appointed time and venue on the next working day.

6.16.4 In the event of a tender (a) wherein the claims in the documents are materially missing or (b) if there is substantial error or (c) if the tenderer is unqualified for want of required qualifications, the tender shall stand disqualified and rejected. However, minor infirmities in the submission of documents will be allowed to be rectified so as to ensure qualification of maximum number of competitive offers to the final round.

6.16.5 The tenderer shall be responsible for properly uploading the relevant documents in the formats specified in the specific location and the Tender Inviting Authority shall not be held liable for errors or mistakes done while submitting the bid.

6.16.6 The date and time of opening the Price Bid will be announced only after the opening of the Technical Bid and demonstration of the features, operation etc of the equipment by the tenderers.

## **6.17 Evaluation of tender**

### **6.17.1 Bid Evaluation Committee:**

6.17.1.1 The commercial terms and documents submitted as part of the technical bid shall be scrutinized by a Bid Evaluation Committee constituted by the Tender Inviting Authority.

6.17.1.2 The Bid Evaluation Committee may also verify the veracity of claims in respect of the known performance of the equipment offered, the experience and reputation of tenderer in the field, the financial solvency etc.

### **6.17.2 Technical Committee:**

6.17.2.1 Evaluation of the technical bid shall be conducted by a Committee called the 'Technical Committee'. The demonstration of the machinery / equipment shall be conducted before the technical committee.

### **6.17.3 Purchase Committee:**

6.17.3.1 The recommendations of the Bid Evaluation Committee/Technical Committee will be further scrutinized by the Purchase Committee.

6.17.4 A tenderer, at any stage of tender process or thereafter, in the event of being found after verification by the Tender Inviting Authority, to indulge in concealment or misrepresentation of facts, in respect of the claims of the offer, shall be debarred/black listed.

6.17.5 The Tender Inviting Authority's decisions on the tender submitted shall be based on the decisions taken by the various committees and otherwise as per the clauses as mentioned above.

6.17.6 Arithmetical errors shall be rectified on the following basis: If a

discrepancy occurs between words and figures, the amount in words shall prevail and the offer shall stand corrected to that effect. If the tenderer does not accept the correction of errors, his offer shall be rejected. The Tender Inviting Authority may waive any minor infirmity or non-conformity or irregularity in an offer, which does not constitute a material deviation, provided that the same shall not prejudicially affect the interest of the other tenderers.

## **6.18 Clarification of Bids**

6.18.1 During evaluation of bids, the Tender Inviting Authority may, at its discretion, give opportunity to the tenderer(s) for clarification of points raised by the bid evaluation committee or technical committee, as the case may be, on its bids submitted

6.18.2 The request for clarification and the response shall be in writing, either through email or by post.

## **6.19 Demonstration of technical specifications and performance:**

6.19.1 Before the opening of the Price Bid, immediately after the opening of Technical Bid, the tenderer shall arrange for demonstration of the machine at own cost, either directly or through authorized Dealer /Distributors, as the case may be, for verification by the Tender Inviting Authority.

6.19.2 If it is not possible for the successful tenderer to provide the model offered which conforms to the exact specifications as per section IV, then it shall be open to the tenderer to submit a model with similar specifications for the demonstration, if agreed by the Tender Inviting Authority. The purpose of this exercise is to satisfy the Tender Inviting Authority about the ability of the tenderer to manufacture and supply those items of specified specifications of good quality. However, the successful tenderer will have to satisfy the Tender Inviting Authority during the installation of the first piece of accessories at any location specified that it conforms to the requirements of the Section IV and failure to supply the equipments as per the requirements will lead to forfeiture of performance security and may also lead to blacklisting/debarring the tenderer for a period of 3 to 5 years.

- 6.19.2 Failure to demonstrate the technical specification or performance of the items to the satisfaction of the technical committee or the Tender Inviting Authority will lead to automatic rejection of the tender and the price bid of such tenderers shall not be considered for opening of Price bids.
- 6.19.3 The Tender Inviting Authority's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by Tender Inviting Authority's inspector during demonstration as mentioned above.
- 6.19.4 Goods accepted by the Tender Inviting Authority at initial inspection and in final inspection in terms of the contract shall in no way dilute Tender Inviting Authority's right to reject the same later, if found deficient in terms of the warranty clause of the contract.

## **6.20 Price Bids**

- 6.20.1 The Price bids (BOQ) of the short-listed technically qualified tenderer(s) will be opened only after evaluation of Technical Bids. The short-listing of the tenderer(s) will be carried out on the basis of the technical evaluation and demonstration.
- 6.20.2 The opening of the price bid shall be done by the Tender Inviting Authority or his authorized representative and only the Price Bids of those firms qualified in the detailed scrutiny and evaluation of the Technical bid and successful pre delivery inspection /demonstration, conducted by the Technical Committee/Tender Inviting Authority shall be opened in the second round.
- 6.20.3 Price offered shall be all inclusive and in Indian Rupees. Price should be quoted for the supply, installation, training and successful commissioning of the accessories and fulfilment of warranty and aftersales service to the satisfaction of the NSMIMS.
- 6.20.4 Fixed price: Prices quoted by the Tenderer shall be fixed during the period of the contract and not subject to variation on any account.

6.20.5 Price variation due to statutory changes including excise/customs duty or GST may be considered during contract period before releasing the Letter of Intent/supply order on receipt of proper documents.

6.20.6 There shall be no hidden costs.

6.20.7 Basic Price: The price of the equipment, accessories quoted shall be inclusive of ex-factory, ex-show-room, ex-warehouse, or off-the-shelf, or delivered, as applicable, all accessories / additional accessories / spares mentioned in the technical specification section IV, safe storage, on site assembly if any of the supplied goods, installation, testing and commissioning of the equipment, accessories, furnishing of detailed operations manual, service manual with circuit diagram and maintenance manual for each appropriate unit of supplied goods. Basic price shall also include loading unloading & stacking, all other taxes, duties & levies and incidental services if applicable.

6.20.8 Customs duty payable on the goods, if applicable, shall be indicated separately. The tenderer shall indicate the value of import items on which customs duty is payable

6.20.9 Tax (GST): Applicable Tax (GST) shall be quoted in numeric values and in Rupees

6.20.10 The packing, forwarding freight and insurance charges applicable shall be quoted separately in numeric values and in Rupees

6.20.11 The total amount will be calculated and will be taken for evaluation and bid ranking.

6.20.12 The tenderers shall offer prices of the accessories inclusive of all the accessories mentioned in the technical specification under and under no circumstances offer the essential equipments, without which the accessories cannot function properly, as optional or left un-quoted.

## **6.22 Award of Contract**

6.21.1 Criteria: The contract will be awarded to the lowest evaluated responsive tenderer qualifying to the final round after scrutiny of the technical bids and demonstration of the accessories, i.e. after price bid opening. However the Tender Inviting Authority reserves the right to reject the claims of the lowest evaluated tenderer for sufficient reasons.

6.21.2 The details such as rates, the model of the accessories selected for award of the contract and the details of successful tenderers etc will be published during the period of price firmness on the website of the Tender Inviting Authority

## **6.23 Notification of Award/Letter of Intent (LOI)**

6.23.1 Before expiry of the tender validity period, the Tender Inviting Authority will notify the successful tenderer(s) in writing, by registered / speed post or by email (to be confirmed by registered / speed post immediately afterwards) that its tender for accessories, which have been selected by the Tender Inviting Authority, has been accepted, also briefly indicating therein the essential details like description, specification and quantity of the goods & services and corresponding prices accepted. This notification is undertaken by issuing a Letter of Intent (LOI) by the Tender Inviting Authority.

6.23.2 The successful tenderer, upon receipt of the LOI, shall furnish the required performance security and submit an agreement in the prescribed format within ten days, failing which the EMD will be forfeited and the award will be cancelled.

6.23.3 The Notification of Award shall constitute the conclusion of the Contract.

## **6.24 Signing of Contract**

6.24.1 The successful tenderer shall execute an agreement in the format as given under Annexure III for ensuring satisfactory supply, installation, commissioning and the after-sales service/support during the warranty period.

6.24.2 The successful tenderer shall submit bank guarantee in the format as per Annexure IV as performance security.

6.24.3 Promptly after notification of award, within ten days from the date of the letter of intent, the successful tenderer shall return two copies of the contract (as

per agreement Annexure III), both on ` Rs 200/- stamp paper purchased in the name of the successful tenderer, duly signed and dated, to the Tender Inviting Authority by registered / speed post or in person.

6.24.4 The successful tenderer shall later extend the contract converting it as Comprehensive Maintenance Contract/Annual Maintenance Contract with the Tender Inviting Authority/three months prior to the completion of Warranty Period, if the Tender Inviting Authority desires so. The CMC will commence from the date of expiry of the Warranty Period.

6.24.5 Assignment:-The successful tenderer shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with the Tender Inviting Authority's prior written permission.

6.24.6 Subcontracts: - The successful tenderer shall not subcontract the execution of the contract. Such action, if done without the knowledge of the Tender Inviting Authority prior to the entering of the contract, shall not relieve the successful tenderer from any of its liability or obligation under the terms and conditions of the contract.

6.24.7 Modification of contract:- If necessary, the Tender Inviting Authority may, by a written order given to the successful tenderer at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following:

6.24.7.1 Specifications, drawings, designs etc. where goods to be supplied under the contract are to be specifically manufactured for the Tender Inviting Authority,

6.24.7.2 Mode of Demonstration

6.24.7.3 Incidental services to be provided by the successful tenderer  
6.24.7.4 Mode of Installation

6.24.7.5 In the event of any such modification/alteration causing increase or decrease in the cost of goods and services to be supplied and provided, or in the time required by the successful tenderer to perform any obligation under the contract, an equitable adjustment shall be made in the contract price and/or contract delivery schedule, as the case may be, and the contract amended accordingly.

6.24.7.6 If the successful tenderer does not agree to the adjustment made by the Tender Inviting Authority, the successful tenderer shall convey its views to the Tender Inviting Authority within ten days from the date of the successful tenderer's receipt of the Tender Inviting Authority's amendment / modification of terms of the contract.

## **6.25 Performance Security**

6.25.1 There will be a performance security deposit amounting to the total value as mentioned in Section III excluding taxes, which shall be submitted by the successful tenderer to the Tender Inviting Authority within 10 days from the date of issuance of 'Letter of Intent'.

6.25.2 The contract duly signed and returned to the Tender Inviting Authority shall be accompanied by a demand Draft or Bank Guarantee in the prescribed format.

6.25.3 Upon receipt of such contract and the performance security, the Tender Inviting Authority shall issue the Supply Orders containing the terms and conditions for the execution of the order.

6.25.4 Failure of the successful tenderer in providing performance security mentioned in Section III and/or in returning contract copy duly signed in time shall make the tenderer liable for forfeiture of its EMD.

6.25.5 The Performance security shall be denominated in Indian Rupees as detailed below:

6.25.5.1 It shall be in any one of the forms namely Account Payee Demand Draft or Bank Guarantee issued by a Scheduled bank in India, endorsed in favour of the Tender Inviting Authority.

6.25.5.2 In the event of any failure /default of the successful tenderer with or without any quantifiable loss to the Society including furnishing Bank Guarantee for CMC security, the amount of the performance security is liable to be forfeited.

6.25.5.3 In the event of any amendment issued to the contract, the successful tenderer shall, within ten (10) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.

6.25.5.4 Tender Inviting Authority will release the Performance Security without any interest to the successful tenderer on completion of the successful tenderer's all contractual obligations including the warranty obligations and after confirming that all the contractual obligations have been successfully complied with.

6.25.5.5 The Bank Guarantee submitted in the place of EMD/Security deposit shall be in the prescribed format; Bank Guarantee in no other form will be accepted and will lead to rejection of tenders.

## **6.26 Delivery and Installation**

6.26.1 The successful tenderer shall visit the NSMIMS and recommend preinstallation requirements. If the supplier fails to communicate any of such instances before delivery of equipment and cannot complete the installation within the stipulated period, Tender Inviting Authority shall deduct liquidated damages as per the tender conditions.

6.26.2 The successful tenderer will have to arrange transportation of the ordered goods as per its own procedure and pay necessary insurance against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery and pay all necessary charges incidental till it is installed in the NSMIMS. It shall be ensured that the equipments arrive at the destination in good condition within the delivery period mentioned and as per the other requirements of the Tender Document.

6.26.3 If at any time during the currency of the contract, the successful tenderer encounters conditions hindering timely delivery of the goods and performance of services, the successful tenderer shall inform the Tender Inviting Authority in writing within a week about the same and its likely duration and make a request to the Tender Inviting Authority for extension of the delivery schedule accordingly. On receiving the successful tenderer's communication, the Tender Inviting Authority shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of successful tenderer's contractual obligations by issuing an amendment to the contract.

6.26.4 The successful tenderer is required to deliver the equipments and install the equipments at the site within time specified from the date of issue of the 'Supply Order' and demonstrate the specification/features as well as operation / performance of the product to the satisfaction of the Tender Inviting Authority.

## **6.27 Payment**

6.27.1 The payment of the first installment of the price agreed will be made within thirty days from the date of installation of the equipment with its all necessary accessories specified in the supply order.

6.27.2 The original invoice submitted shall be in the name of the Tender Inviting Authority and the name of the consignee shall also be mentioned in it.

6.27.3 Requests for advance payment, payment against delivery or payment Through Bank against dispatched documents will not be considered. Part Payment at the agreed rate as per cl.5.1. Shall be considered in respect of equipments installed and the necessary Installation Certificate obtained.

6.27.4 The retained remaining (second) installment will be released on submission of the 'One month performance certificate' subject to recoveries, if any, either on account of non-rectification of defects/ deficiencies by the successful tenderer .

6.27.5 The successful tenderer shall not claim any interest on payments under the contract.

6.27.6 Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other taxes as applicable will be made from the bills payable to the successful tenderer at rates as notified from time to time.

6.27.7 The successful tenderer shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, to the Tender Inviting Authority.

6.27.8 While claiming reimbursement of duties, taxes etc. (like sales tax, excise duty, custom duty) from the Tender Inviting Authority, as and if permitted under the contract, the successful tenderer shall also certify that, in case it gets any refund out of such taxes and duties from the authorities

Concerned at a later date, it (the successful tenderer) shall refund the same to the Tender Inviting Authority forthwith.

### **6.28 After Sales Service conditions:**

6.28.1 The Tender Inviting Authority gives paramount importance to the aftersales service of the machinery/equipments installed to ensure smooth operation afterwards. The successful tenderer is required to undertake preventive maintenance and attend all repairs, if any, that may arise during the warranty period free of cost .

6.28.2 The aftersales terms and conditions will be strictly enforced and those tenderers who are willing to support the Tender Inviting Authority in its endeavor to provide trouble free operation/performance of the equipments for the prescribed period need only participate in the tender.

6.28.3 Failure to provide satisfactory after sales services during or after the warranty period and CMC/AMC will lead to blacklisting/debarring of the tenderers, but after issuing due notice and provide opportunity for being heard.

### **6.29 Guarantee/Warranty terms:**

6.29.1 The successful tenderer has to warrant that the Goods supplied under this Contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the

## Contract.

6.29.2 The successful tenderer further has to warrant that the Goods supplied under this Contract shall have no defect arising from design, materials or workmanship or from any act or omission of the successful tenderer that may develop under normal use of the supplied goods.

6.29.3 All the equipments including the accessories supplied as per the technical specification in clause 4.2 should carry comprehensive warranty for a period mentioned under cl.5.1 in the first instance. During this period, the successful tenderer shall replace all defective parts and attend to all repairs/breakdowns and undertake stipulated number of preventive maintenance visits to every user installation site. The cost of spare parts for all replacements has to be borne by the successful tenderer during the period of comprehensive warranty.

6.29.4 The prospective tenderers, who are manufacturers, shall submit an undertaking from the Original Equipment Manufacturers (OEM) that they are willing to provide spare parts for the period of warranty as mentioned d, if awarded. The OEM shall also assure continuity of service to their product, in the event of change in dealership of the tenderers – their existing dealers – could not provide service during the warranty period. The undertaking from OEM is an essential document forming part of the Technical Bid, without which the tenders will be rejected summarily in the first round itself.

6.29.5 After sales service centre in Kerala preferably or at least in South India should be available as part of the pre-qualification criteria under cl.5.2.6 and the tenderer shall provide proof of their capability to undertake such maintenance/repair within the stipulated time.

6.29.6 Site Visits: The successful tenderer shall visit the Institution as part of preventive maintenance as per the frequency mentioned under cl.5.1. during the warranty period. The tenderer shall attend any number of break down/repair calls as and when informed by the Tender Inviting Authority.

6.29.7 Complaints should be attended properly, maximum within the time mentioned in clause 5.1.9. In case, the repair/fault duration is likely to exceed 72 hours, the successful tenderer shall arrange a standby equipment of the same make and model within next 48 hours (total down time should not exceed 5 days) as a stop-gap arrangement till the repair/fault is rectified and the stand by equipment shall perform in the same manner as regards a new equipment.

6.29.8 Upon receipt of such notice for repair/breakdown from the Tender Inviting Authority, the successful tenderer shall, within the period specified under cl.5.1.9, and with all reasonable speed, repair or replace the defective goods or parts thereof, without cost to the Tender Inviting Authority.

6.29.9 If the successful tenderer, having been notified, fails to rectify the defect(s) within the period specified in cl.5.1.9, the Tender Inviting Authority may proceed to take such remedial action as may be deemed necessary at the successful tenderer's risk and cost and without prejudice to any other rights which the Tender Inviting Authority may have against the successful tenderer under the contract.

6.29.10 Failure to attend the repairs in time or failure to attend the stipulated preventive maintenance visit or failure to replace the defective equipments or to provide standby equipment if the fault/down time exceeds the stipulated period or to ensure the stipulated up-time in an year shall lead to imposition of a fine of Rs.500 for each day exceeding the stipulated period and/or forfeiture of the performance security and/or may lead to blacklisting/debarring of the defaulting tenderer.

6.29.11 A warranty certificate duly signed and with proper stamp of the institution concerned and also signed by the authorized signatory with the stamp of the successful tenderer shall be submitted to the Tender Inviting Authority for keeping it under safe custody along with the Installation Certificate.

6.29.12 The equipment which requires quality assurance test shall be so tested free of cost immediately after installation, during the comprehensive warranty period, during the CMC / AMC period, by the demand of the Tender Inviting Authority and also when major spares are replaced.

6.29.13 Any mandatory approval required for installation shall be obtained by the successful tenderer in liaison with the respective authorities.

6.29.14 The tenderer shall submit the activities to be carried out during the preventive maintenance visit.

6.29.15 The tenderer shall submit the parameters which require calibration and the

frequency of calibration required

6.29.16 The tenderer shall submit the details of all major spares in the price bid cover.

6.29.17 The tenderer shall undertake on-site calibration of the equipment every year as part of the aftersales service during the period of comprehensive warranty, and submit a 'calibration certificate' to the Tender Inviting Authority afterwards

6.29.18 The offered warranty includes

6.29.18.1 Visits to NSMIMS at frequencies prescribed under cl.5.1. as part of preventive maintenance.

6.29.18.2 Testing & calibration as per technical/service/operation manual of the manufacturer or as per the period specified or as per the demand of the Tender Inviting Authority.

6.29.18.3 Quality Assurance tests (if applicable).

6.29.18.4 The cost of labour for all repairs/ and all spares required for **MRI COMPATIBLE EQUIPMENTS & ACCESSORIES**, battery

The exclusion of warranty of any vital equipment parts will be compared with offers of other tenderers during evaluation of the bids and this may be taken into consideration in deciding the successful tenderer on the basis of expert advice.

6.29.19.5 The tenderer shall provide up-time warranty of complete equipment as mentioned in clause 5.1.10, the uptime being calculated on 24 (hrs) X 7 (days) basis failing which the extension of Warranty period will be extended by double the downtime period.

## **6.30 Spare parts**

6.30.1 The tenders shall offer prices for all the spares/reagents mentioned in the technical specifications separately in the price bid form.

6.30.2 Successful tenderer shall carry sufficient inventories to assure ex-stock supply of consumable spares for the goods so that the same are supplied to the Tender Inviting Authority promptly on receipt of order from the Tender Inviting Authority.

6.30.3 The successful tenderer shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the Tender Inviting Authority for such replaced parts/goods thereafter.

6.30.4 The Tender Inviting Authority may place orders for additional spares/consumables/reagents which are needed for the smooth performance/operation of the equipment and the successful tenderer shall be willing to supply the same in time at the cost offered in the price bid forms, failing which, such instances will be construed as a breach of tender conditions and lead to penal provisions.

6.30.5 The method of evaluation and comparison of prices will take into consideration the cost of the reagents as well.

## **6.32 Training**

6.31.1 The successful tenderer has to impart on-site training to Doctors/Technicians/Para-medical staff on the operation and preventive maintenance of the equipment at the time of installation and anytime during warranty period to the satisfaction of the Tender Inviting Authority.

6.31.2 The training details shall be recorded in the installation certificate for enabling the Tender Inviting Authority to make the first 60% payment.

## **6.33 Imported Equipments**

6.33.1 The Tender Inviting Authority shall in no way involve in the import of the equipments from foreign countries, if such equipments are manufactured outside the country. It shall be the solemn duty of the tenderer to import the equipments offered by paying the requisite consideration in foreign currency and following the stipulations issued by the Government of India, from time to time, in the import of equipments.

6.33.2 The tenderers shall inform any advantages in prices to the Tender Inviting Authority because of reductions/exemptions in customs duty in case of imported

equipments at the time of pre-tender meeting and the tender document shall be modified by amendment to that extent.

6.33.3 The Tender Inviting Authority will not interfere in any manner with the import process and the successful tenderer shall be solely responsible for supply and installation of any equipment at the time and locations stipulated/agreed to in the bids.

6.33.4 Successful tenderer shall carry sufficient inventories to assure ex-stock supply of consumable spares for the goods so that the same are supplied to the Tender Inviting Authority promptly on receipt of order from the Tender Inviting Authority.

## **6. 34 Intellectual Property Rights (IPR)**

6.34.1 The successful tenderer shall, at all times, indemnify and keep indemnified the Tender Inviting Authority, free of cost, against all claims which may arise in respect of goods & services to be provided by the successful tenderer under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks.

## **6. 35 Corrupt or Fraudulent Practices**

6.35.1. It is required by all concerned to observe the highest standard of ethics during the procurement process. In pursuance of this policy, the Tender Inviting Authority prescribes the following conditions:

6.35.2 “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence in the procurement process or in contract execution; and

6.35.3 “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Tender Inviting Authority, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Tender Inviting Authority of the benefits of free and open competition;

6.35.4 Tender Inviting Authority will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question; will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the Tender Inviting Authority if it at any time determines that the firm has engaged in

corrupt or fraudulent practices in competing for, or in executing the contract.

6.35.5 No tenderer shall contact the Tender Inviting Authority or any of its officers on any matter relating to its bid, other than communications for clarifications and requirements under this tender in writing, with an intention to influence the members of various committees or officials of Tender Inviting Authority. Any such effort by a tenderer to influence the Tender Inviting Authority in the Tender Inviting Authority's bid evaluation committee, bid comparison or contract award decisions may result in rejection of the tenderer's bid.

### **6.36 Force Majeure**

6.36.1 For purposes of this clause, Force Majeure means an event beyond the control of the successful tenderer and not involving the successful tenderer's fault or negligence and which is not foreseeable and not brought about at the instance of the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, acts, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes.

6.36.2 If a Force Majeure situation arises, the successful tenderer shall promptly notify the Tender Inviting Authority in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the Tender Inviting Authority in writing, the successful tenderer shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

6.36.3 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.

6.36.4 In case due to a Force Majeure event the Tender Inviting Authority is unable to fulfill its contractual commitment and responsibility, the Tender Inviting Authority will notify the successful tenderer accordingly and subsequent actions taken on similar lines described in the above sub-paragraphs.

### **6.37 Resolution of disputes**

6.37.1 If dispute or difference of any kind shall arise between the Tender Inviting Authority and the successful tenderer in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.

6.37.2 If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, unless otherwise provided in the tender document, either the Tender Inviting Authority or the successful tenderer may give notice to the other party of its intention to commence arbitration, as provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India.

6.37.3 In the case of a dispute or difference arising between the Tender Inviting Authority and a domestic Successful tenderer relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitration of the Board of Directors whose decision shall be final.

6.37.4 Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., Kollam, Kerala State, India.

### **6.38 Applicable Law & Jurisdiction of Courts**

6.38.1 The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

6.38.2 All disputes arising out of this tender will be subject to the jurisdiction of courts of law in Kollam

### **6.39 General/ Miscellaneous Clauses**

6.39.1 Nothing contained in this Contract shall be construed as establishing or creating between the parties, i.e. the successful tenderer/its Indian Agent/CMC Provider on the one side and the Tender Inviting Authority on the other side, a relationship of master and servant or principal and agent.

6.39.2 Any failure on the part of any Party to exercise right or power under this

Contract shall not operate as waiver thereof.

6.39.3 The Successful tenderer shall notify the Tender Inviting Authority of any material change that would impact on performance of its obligations under this Contract.

6.39.4 Each member/constituent of the Successful tenderer in case of consortium shall be jointly and severally liable to and responsible for all obligations towards the Tender Inviting Authority for performance of contract/services including that of its Associates/ Sub Contractors under the Contract.

6.39.5 The Successful tenderer shall, at all times, indemnify and keep indemnified the Tender Inviting Authority against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the successful tenderer/its associate/affiliate etc.

6.39.6 All claims regarding indemnity shall survive the termination or expiry of the contract.

#### **6.40 Penalties for non-performance**

6.40.1 The penalties to be imposed, at any stage, under this tender are;

6.40.1.1 Imposition of liquidated damages,

6.40.1.2 forfeiture of EMD/performance security

6.40.1.3 Termination of the contract

6.40.1.4 blacklisting/debarring of the tenderer

6.40.2 Failure to produce the requisite certificates after claiming to possess such certificates or concealment or misrepresentation of facts will not only lead to rejection of tenders in the first round itself and/or may lead to forfeiture of EMD or performance security as well as result in black listing/debarring of the tenderer.

6.40.3 The penalties to be imposed on the tenderer, at any stage, will be decided on the basis of the violations of number of tender conditions specifically mentioned in the tender document as that leading to forfeiture or EMD/ Performance Security or leading to black-listing/ debarring .

6.40.4 Any unexcused delay by the successful tenderer in maintaining its contractual obligations towards delivery of goods and performance of services shall render the successful tenderer liable to any or all of the following sanctions:

6.40.5 Liquidated damages:- If the successful tenderer fails to deliver any or all of the goods or fails to perform the services within the time frame(s) prescribed in the contract, the Tender Inviting Authority shall, without prejudice to other rights and remedies available to the Tender Inviting Authority under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% of the equipment to be supplied per week of delay or part thereof on delayed supply of goods and/or services until actual delivery or performance subject to a maximum of 15% of the contract price. Once the delivery period is exceeded, Tender Inviting Authority may consider termination of the contract. During the above-mentioned delayed period of supply and / or performance, the conditions incorporated shall also apply and Tender Inviting Authority shall seek alternate measures at the risk and cost of the successful tenderers.

6.40.5.1 The penalties imposed by the Tender Inviting Authority will be published on the website of the Tender Inviting Authority for a period as decided as appropriate by it.

6.40.5.2 The decision to impose penalties and finally to black list the defaulting firm will be final and shall be binding on all tenderers participating in this tender.

## **6.41 Termination of Contract**

6.41.1 Termination for default:- The Tender Inviting Authority, without prejudice to any other contractual rights and remedies available to it (the Tender Inviting Authority), may, by written notice of default sent to the successful tenderer, terminate the contract in whole or in part, if the successful tenderer fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Tender Inviting Authority.

6.41.2 In the event of the Tender Inviting Authority terminating the contract in whole or in part, the Tender Inviting Authority may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the successful tenderer shall be liable to the Tender Inviting Authority for the extra expenditure, if any, incurred by the Tender Inviting Authority for arranging such procurement.

6.41.3 Unless otherwise instructed by the Tender Inviting Authority, the successful

tenderer shall continue to perform the contract to the extent not terminated.

6.41.4 Termination for insolvency: If the successful tenderer becomes bankrupt or otherwise insolvent, the Tender Inviting Authority reserves the right to terminate the contract at any time, by serving written notice to the successful tenderer without any compensation, whatsoever, to the successful tenderer, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the Tender Inviting Authority.

6.41.5 Termination for convenience:- The Tender Inviting Authority reserves the right to terminate the contract, in whole or in part for its (Tender Inviting Authority's) convenience, by serving written notice on the successful tenderer at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Tender Inviting Authority. The notice shall also indicate inter alia, the extent to which the successful tenderer's performance under the contract is terminated, and the date with effect from which such termination will become effective. Further details could be obtained from the office of the Secretary, Kollam District Cooperative Hospital Society Ltd Q 952

## **6.42 Fall Clause**

6.42.1 The prices charged for the equipment supplies under the contract by successful tenderer shall in no event exceed the lowest price at which the successful tenderer sells the equipments of identical description to any other persons during the period of contract. If any time, during the contract, the tenderer reduces the sales price chargeable under the contract, he shall forthwith notify such reduction to the Tender Inviting Authority and the price payable under the contract of the equipments supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced.

**Annexure -1**  
**MANUFACTURERS OFFER FORM**

*(To be submitted by manufacturers)*

No.

Dated:

To

The Secretary,  
Kollam District Cooperative Hospital Society Ltd Q 952

Sir,

Tender No        :

Equipment Name    :

1. We ..... (name of the OEM) declare that we are the original manufacturers of the above equipment having registered office at ..... (Full address with telephone number/fax number & email ID and website), and having factories at \_\_\_\_\_
  
2. No company or firm or individual has been authorized to bid, negotiate and conclude the contract in regard to this business against this specific tender.
  
3. We hereby declare that we are willing to provide guarantee /warranty and after sales service during the period of

Warranty as per the above tender.

4. We also hereby declare that we have the capacity to manufacture and supply, install and commission the quantity of the equipments tendered within the stipulated time.

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

Date: (Name of manufacturers) Place:

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

## Annexure-2

### MANUFACTURER'S AUTHORISATION FORM

*(to be submitted by authorized  
dealers/representatives/importers)*

No.

Dated:

To

The Secretary

(Tender Inviting Authority)

Kollam District Cooperative Hospital Society Ltd Q 952

Sir,

Tender No : \_\_\_\_\_

Equipment Name : \_\_\_\_\_

1. We ..... (Name of the OEM) are the original manufacturers of the above equipment having registered office at ..... (Full address with telephone number/fax number & email ID and website), having factories at \_\_\_\_\_ and \_\_\_\_\_, do hereby authorize M/s. \_\_\_\_\_ (Name and address of tenderer) to submit tenders, and subsequently negotiate and sign the contract with you against the above tender no. \_\_\_\_\_
2. No company or firm or individual other than M/s. \_\_\_\_\_ are authorized to bid, negotiate and conclude the contract in regard to this business against this specific tender.

3. We also hereby undertake to provide full guarantee/warranty /CMC/AMC as agreed by the tenderer in the event the tenderer is changed as the dealers or the tenderer fails to provide satisfactory after sales and service during such period of Comprehensive warranty/CMC/AMC and to supply all the spares/reagents during the said period.
  
4. We also hereby declare that we have the capacity to manufacture and supply, install and commission the quantity of the equipments tendered within the stipulated time.

(Name) for and on behalf of

M/s. \_\_\_\_\_

Date: (Name of manufacturers) Place:

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

## Annexure-3

### AGREEMENT

THIS AGREEMENT made on the..... Day of ..... 2017 between ..... (Name and Address of *Purchaser*) represented by the Secretary (Hereinafter “the *Purchaser*”) on the one part and ..... (Name and Address of Supplier) ..... (Hereinafter “the Supplier”) represented by ..... (Name of the Authorized Signatory and Designation), Aged ..... years, residing at ..... (Full Residential Address of the Signatory) on the other part:

WHEREAS the *Purchaser* has invited tenders for the supply of .....(brief description of goods and services vide tender no .....dated .....The supplier has submitted technical and price bids and also demonstrated the technical specifications / features / other quality requirements as contained in the tender document. The *Purchaser* has finalized the tender in favor of the Supplier for the supply of the said goods and services for a total cost of Rs..... (Contract Price in Words and Figures) (Hereinafter “the Contract Price”) and issued Letter of Intent / Supply Order No. .... dated .....

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the tender document referred to.
2. The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz.:
  - a. all the documents submitted by the tenderer as part of technical bid and price bid;
  - b. the Schedule of Requirements;

- c. the Technical Specifications and other quality parameters;
  - d. the clarifications and amendments issued / received as part of the tender document
  - e. the General Conditions of Contract;
  - f. the Specific Conditions of Contract; and
  - g. the *Purchaser's* Letter of Intent
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to supply, install and commission the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The *Purchaser* hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Sl. no	Brief description of goods	Quantity to be installed	Unit price (Rs)	Total Amount(3*4) (Rs)	Sales tax and other Taxes Payable(Rs)
1	2	3	4	5	6

Total value: 5+6

Delivery Schedule:

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

Signed, Sealed and Delivered by the said ..... (For the Purchaser) in the presence of ..... Signed, Sealed and Delivered by the said..... (For the Supplier)

(Signature, Name, Designation and Address with Office seal) in the presence of.....

1. (Signature, Name and Address of witness)

2. (Signature, Name and Address of witness)

**Annexure -4**

**BANK GUARANTEE FORM**

To

The Secretary  
Kollam District Cooperative  
Hospital Society Ltd Q 952

WHEREAS \_\_\_\_\_ (Name and address of the supplier) (Hereinafter called "the supplier") has undertaken, in pursuance of Tender / Contract no \_\_\_\_\_ dated \_\_\_\_\_ (herein after called "the contract") to supply the Kollam District Cooperative Hospital Ltd with ..... (Description of goods and supplies).

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

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

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total amount of Rs \_\_\_\_\_ (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of

guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

We undertake to pay you any money so demanded notwithstanding any dispute or disputes raised by the supplier(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under these presents being absolute and unequivocal.

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

No action, event, or condition that by any applicable law should operate to discharge us from liability, hereunder shall have any effect and we hereby waive any right we may have to apply such law, so that in all respects our liability hereunder shall be irrevocable and except as stated herein, unconditional in all respects.

This guarantee will not be discharged due to the change in the constitution of the Bank or the Supplier(s).

We, \_\_\_\_\_ (indicate the name of bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent, in writing, of Kollam District Cooperative Hospital Society Ltd Q 952

This Guarantee will remain in force up to (Date) unless a claim or a demand in writing is made against the bank in terms of this guarantee on or before the expiry of (Date) all your rights in the said guarantee shall be forfeited and we shall be relieved and discharged from all the liability there under irrespective of whether the original guarantee is received by

us or not.

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

.....

Name and designation of the officer

.....

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

## Annexure-5

### GENERAL INFORMATION ABOUT THE TENDERER

1	Name of the Tenderer			
	Registered address of the firm			
	State		District	
	Telephone No.		Fax	
	Email		Website	
	Contact Person Details			
2	Name		Designation	
	Telephone No.		Mobile No.	
Communication Address				
	Address			

3	State		District			
	Telephone No.		Fax			
	Email		Website			
Type of the Firm ( Please √ relevant box)						
4	Private Ltd.		Public Ltd.		Proprietors hip	
	Partnership		Society		Others, specify	
	Registration No. & Date of Registration.					
Nature of Business ( Please √ relevant box)						
5	Original Equipment Manufacturer		Authorized Dealer /Representative			
	Direct Importer		Others, specify.			
Key Personnel Details (Chairman, CEO, Directors, Managing Partners etc.)						

in case of Directors, DIN Nos. are required				
6	Name		Designation	
	Name		Designation	
7	<i>Whether any criminal case was registered against the company or any of its promoters in the past?</i>			Yes / No
8	<i>Other relevant Information provided * (here enclose the details such as presentation on the details of the tenderer in a CD preferably, please avoid submission of detailed leaflets/brochures etc, if possible.)</i>			
<i>Date</i>		<i>Office Seal</i>		<i>Signature of the tenderer / Authorized signatory</i>

**Annexure-6**  
**OFFER FORM**

Having examined and accepting the conditions of the tender document no..... we here by submit this offer for the supply & installation of

.....

..... conforming the detailed technical specification mentioned in section IV of the tender document. The details of the equipment offered are as follows.

Sl No.	Name of the Equipment	Model	Original Equipment Manufacturer
1			

Date:

Office seal

Signature of the tenderer/Authorized Signatory

## Annexure-7

### SERVICE CENTRE DETAILS

Toll free number, if any			
Sl. No	Name and address of the service center (s)	Contact Details	
1		Telephone No:	
		Fax No:	
		Email ID.	
		Name of the Service Engineer	
		Mobile No.	
		Telephone No:	

2		Fax No:	
		Email ID.	
		Name of the Service Engr.	
		Mobile No.	
3		Telephone No:	
		Fax No:	
		Email ID.	
		Name of the Service Engr.	
		Mobile No.	

Date: Office seal

Signature Of the  
Tenderer/Authorized signatory

**Annexure-8**

**POWER OF ATTORNEY**  
*(On a Stamp Paper of relevant value)*

I/ We..... (Name and address of the registered office) do hereby constitute, appoint and authorize Sri/Smt.....(name and address) who is presently employed with us and holding the position of ..... as our attorney, to act and sign on my/our behalf to participate in the tender no.....for.....  
(Equipment name).

I/ We hereby also undertake that I/we will be responsible for all action of Sri/Smt..... Undertaken by him/her during the tender process and thereafter on award of the contract. His / her signature is attested below.

Dated this the \_\_\_ day of 201\_\_  
For \_\_\_\_\_

(Name, Designation and Address)

Accepted

\_\_\_\_\_ (Signature)

(Name, Title and Address of the Attorney) Date: \_\_\_\_\_

**Annexure-9**  
**ANNUAL TURN OVER STATEMENT**

The Annual Turnover of  
M/s \_\_\_\_\_ for  
the past three years are given below and certified that the  
statement is true and correct.

Sl. No.	Year	Turnover in Lakhs (Rs)
1	2013 – 2014	
2	2015 – 2016	
3	2016 – 2017	
Total		
Average Turnover per year		

Date:

Signature of Auditor/ Chartered Accountant

(Name in Capital)

Seal:

**Annexure-10**  
**DECLARATION FORM**

---

I/We M/s. \_\_\_\_\_ represented by  
its Proprietor / Managing Partner / Managing Director having its  
Registered Office at \_\_\_\_\_

do hereby declare that I/We have carefully read all the conditions of  
tender dated ..... for supply of MRI COMPATIBLE  
EQUIPMENTS AND ACCESSORIES floated by the Kollam District  
Cooperative Hospital Society Ltd Q 952 and accepts all conditions of  
Tender.

Signature of the Tenderer

Name in capital letters with Designation

## Annexure-11

### WARRANTY CERTIFICATE

*(to be filled jointly by the Tenderer, & Representative of the Tender Inviting Authority individually for every equipment)*

Date:

Supply order No : ..... dated.....

The instrument ..... (*Item Name*)  
 Model No..... Bearing serial no .....  
 was installed successfully at NSMIMS  
 .....is offered with a  
 comprehensive warranty for a period of ..... Years starting from  
 ..... to ..... including all  
 the following accessories;

Sl.	Name of the accessory	Manufacturer's name	Item	
<b>No</b>				

<p><b>Name of the Supplier:</b></p> <p><b>Signature:</b></p> <p><b>Seal:</b></p>	<p><b>Name of the Secretary</b></p> <p><b>Signature:</b></p> <p><b>Seal:</b></p>
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## Annexure-12 Technical Specification

Technical Specification- MR Compatible Items			
Clause No.	Clause	Comply Yes/ No/NA	Remarks
<b>A</b>	<b>MULTIFORMAT DRY LASER IMAGER</b>		
1	Dry imager - DICOM 3.0 (or newer version) compatible, Dry chemistry. 600 DPI or more, with at least two film drawers. 14 x 17 "(35 x 45 cm) and 14 x 14" (35 x 35 cm) size.		
2	System must provide complete batch filming with means to adjust image contrast and density.		
3	Imager must be controlled for exposure from the operator's consol and any workstation. An interlock/indicator system must be provided to prevent image production from one console, being intermixed with images from other consoles.		
4	Automatic transport system.		
5	Remote keypad, contrast inversion, 35mm adaptability.		
6	Should be connectable to multiple modalities like CT, MRI, Angiographic systems, Ultrasonography, with on line PACS necessary interface must be provided. Filming must be possible with all modalities mixed on a film.		
7	Must be able to do serial processing imaging system wise when multiple systems are connected to the processor.		
8	All needed software and hardware must be provided.		
<b>B</b>	<b>MR Compatible pressure injector</b>		
1	All the components and fixations related to this unit shall be MRI compatible for a magnetic field strength of 1.5 T with control from console.		
2	Fully digital, double head for contrast and saline with disposable syringes of 130 or 200 ml.		
3	Unit shall have unique spike that allows convenient loading of contrast from flexible containers as well as bottles.		
4	Simultaneous advance or retract on both syringes.		
5	Continuous status read-out that provides key information during injection.		

6	Easy to program color touch screen with large numeric displays provide at-a – glance identification of Flow Rate, Volume,Scan Delay, Inject Delay and Elapsed Time. (Flow rate 0.1 – 7 ml/sec).		
7	Unit shall be equipped with electronic help screens and fiber optic cable enables direct, reliable communication.		
8	Unit shall allow storage of customized programs with multiple phases.		
9	Monophasic, biphasic & multiple injections for each syringes, to match all exam types.		
10	Pressure safety limit set not exceed 325 psi (2240kpa) (Deliver pressure:20-200 psi)		
11	Second hand switch near the injector side.		
12	Safety features – extravasation/air detection/ low power battery.		
13	Unit shall have saline flush feature		
14	The unit mounting configuration required to be mobile cart		
15	Head Control Unit /Battery Charging Unit – Qty.: 1 No.		
16	Battery packs - Qty.: 2 Nos.		
17	A minimum of 200 numbers of syringes with connectors to be supplied along with the equipment.		
18	<b>ACCESSORIES AND CONSUMABLES (MRI Compatible)</b>		
	All standard accessories and consumables for the smooth operation of the equipment shall be included.		
19	<b>QUALITY ASSURANCE</b> : The Bidder shall verify that the manufacturer of the Equipment complies with internationally recognized quality control systems; such as; FDA, (ISO9001), CE in accordance with the European Active Medical Device and the Directives issued by British Standards Institute (BSI) or Canadian Standards Association (CSA) or UL-Underwriters Laboratory, USA		
<b>C</b>	<b>MR compatible anaesthesia machine with ventilator &amp; monitor</b>		
	<b>Configuration &amp; General features</b>		
1	Mobile unit with antistatic swiveling castors (Atleast breaking for 2 casters )		
2	Shall be <b>MRI compatible</b> for a magnetic field strength of <b>1.5 Tesla</b>		
3	Shall include all the required components ,accessories, consumables related to this machine for the full functionality and all items shall be <b>MRI compatible</b>		
4	Fully functional for all patient categories from Neonatal to Adult Range		

5	Medical Gas pipeline Inlets for Air,O2 ,N2O,Centralized medical air ,O2,N2O connectivity compliance		
6	Medical Gas cylinder Yokes for Air,O2 ,N2O hanger yokes with the proper pin index safety system and check valve		
7	Pipeline & Cylinder gas pressure levels must be displayed		
	<b>Gas delivery:</b>		
8	Digital control of Oxygen, Medical air and Nitrous Oxide flow rates (preferable)		
9	Fresh gas range: up to 10 L/min		
10	With anti-hypoxic device to ensure minimum oxygen concentration of 25% of fresh gas		
11	With N2O cutoff mechanism in the event of O2 pressure loss (with audio visual alarm)		
12	Oxygen flush:> 35 L/min		
13	Single switch activation from manual to mechanical ventilation		
14	With high efficiency and compact carbon dioxide absorbing canister		
15	With tight, low volume and easy assembling breathing system		
16	The breathing system design shall allow continuous visualization of bellow		
17	APL valve: 70 hPa (approximately)		
	<b>Ventilator:</b>		
18	Microprocessor controlled unit with the following modes:		
19	Manual		
20	Spontaneous		
21	CMV (Pressure Control)		
22	CMV (Volume Control)		
23	SIMV		
24	Pressure support		
	<b>Adjustable ventilation parameters:</b>		
25	Tidal volume: 20 to1400 ml		
26	Frequency: 4 – 60 breath /minute		
27	Max inspiratory flow: at least 75 L/min		
28	Inspiratory pressure: 5 – 60 hPa		
29	I:E ratio: 2:1 – 1:4		

30	PEEP: 0 – 20 hPa		
	<b>Vaporizer:</b>		
31	Simultaneous mounting of two vaporizers		
32	Connection and agent delivery shall be from one vaporizer at a time (with vaporizer interlock mechanism) With capability of delivering Isoflurane, Sevoflurane, Desflurane, Halothane and Enflurane		
33	Isoflurane and Sevoflurane vaporizers shall be provided (unless otherwise requested by the client)		
34	Shall be maintenance free With automatic compensation of temperature variations		
35	Shall be freely transportable (can be tilted/handled in any angle/position with no risk of overdose or leak)		
36	Vaporizer capacity: 250 ml		
	<b>Agent concentration delivery</b>		
37	Isoflurane: 0.2 – 5 %		
38	Halothane: 0.2 – 5 %		
39	Enflurane: 0.2 – 5 %		
40	Sevoflurane: 0.2 – 8 %		
41	Desflurane: 2 – 18 %		
	<b>Display/monitoring</b>		
42	LCD screen Screen size: 7" (Or better)		
43	Comprehensive overview of monitored and set parameters, alarm texts...etc		
	<b>Measured/monitored parameters:</b>		
44	O2 concentration		
45	Tidal Volume		
46	Minute Volume		
47	Respiration rate		
48	Peak, mean, plateau and PEEP pressures		
49	Real time pressure and flow waveforms		
	<b>Alarm/self test system:</b>		
50	With automatic self test		
51	Audio and visual alarming system		
52	Shall warn user in case of (but not limited to):		
53	Ventilation parameters out of set limits		
54	Apnea		
55	Power supply failure		
56	Gas supply failure		
57	System faults with error coding system		
58	Low battery		
	<b>Accessories (the following shall be included):</b>		
59	Foldable/telescoping writing shelf		

60	Storage drawers		
61	Reusable patient circuits for adult, pediatric and neonates (x2 each)		
62	Reusable anesthesia masks for adult, pediatric and neonates ( x2 each)		
63	Reusable re-breathing bags for adult, pediatric and neonates		
64	Reusable flow and oxygen sensor (x5 each)		
65	Disposable adult, pediatric and neonatal microbial filters with heat & moisture exchangers (x50 each)		
66	Test lungs for adult, pediatric and neonates		
	<b>Power supply:</b>		
67	Electrical outlet		
68	Internal rechargeable batteries shall be included		
69	Battery run time: 45 minutes of full functionality of ventilator and monitor		
70	The unit shall include all required accessories, software, licenses..etc full functionality		
71	The unit shall be upgradable		
	<b>Patient Monitor</b>		
72	Shall monitor ECG, SpO2, NIBP, Temperature, IBP, anesthetic gases, EtCo2, HR, Respiration		
73	Shall have ECG : 5,12 lead ECG display HR Range 30-250 bpm ,accuracy <5% or 5 bpm, arrhythmia detection, ST analysis functions		
74	Shall have respiration waveform, numeric display, Respiration monitoring via impedance method through ECG lead		
75	NIBP measuring technique: Oscillometric, Cuffs range Pediatric to Adult,Quick connect hose connection		
76	NIBP Inflation pressure range shall be according to patient category (adult & pediatric), Accuracy: $\pm 3$ mmHg ,		
77	SpO2 probe type : Nellcor, Masimo / Similar standard		
78	SpO2 measuring range: 1 – 100% , Pulse rate: 25 – 250 bpm, SpO2 accuracy: $\pm 3$		
79	Shall have accuracy even during motion artifacts and low perfusion rates		
80	Minimum 3 number of IBP channels , Measuring range: -25 to 360 mmHg, labels		
81	Minimum 2 channels required for Temperature monitoring, Temperature measuring range: 0 – 45° C, Accuracy: $\pm 0.1^{\circ}$ C		
82	Micro stream sampling method measurement for Co2,N2O,anesthetic gas agents , Shall have short warm-up time, wave form & numeric display		
83	Detection & classification of different types of arrhythmias for adults and pediatrics		

84	Shall detect and classify arrhythmias including (but not limited to):ventricular Tachycardia, Ventricular fibrillation, Supraventricular Tachycardia, Ventricular bigeminy,Sinus bradycardia, Sinus tachycardia...		
85	Advanced monitoring and analysis of ST segment deviation for adults and pediatrics,adjustable ISO and ST points for each lead		
	<b>Accessories (must be MRI Compatible)</b>		
86	Shall include all standard accessories required for the full monitoring parameters included		
87	All ECG leads to be color coded as per AHA standards		
88	Reusable 5 lead ECG cables for adult and pediatric (x1 each)		
89	Reusable 12 lead ECG cables for adult and pediatric (x1 each)		
90	Disposable electrodes for adult and pediatric (x100 each)		
91	Reusable SpO2 finger sensor for adult and pediatric (x1 each)		
92	Interface cables for IBP Transducer (x1) ,		
93	Disposable IBP transducer (x1), Disposable IBP kit (x10)		
94	Reusable NIBP hoses for Adult and pediatric (x1),		
95	Reusable NIBP cuff for adult and pediatric (all sizes)		
96	Interface cable for temperature sensors (x1)		
97	Reusable skin temperature sensor for adult and pediatric (x2 each)		
98	Reusable rectal temperature sensor for adult and pediatric (x2 each)		
99	Disposable Micro stream airway adapter with sampling line for adult& pediatric types		
100	<b>QUALITY ASSURANCE</b> : The Bidder shall verify that the manufacturer of the Equipment complies with internationally recognized quality control systems; such as; FDA, (ISO9001), CE in accordance with the European Active Medical Device and the Directives issued by British Standards Institute (BSI) or Canadian Standards Association (CSA) or UL-Underwriters Laboratory, USA		
<b>D</b>	<b>MR Anesthesia cart</b>		
	The MRI anesthesia cart should have the following typical features:		
1	MRI conditional to 1.5Tesla		
2	Nonmagnetic aluminum construction		
3	6 drawers that can slide out fully extended with locks		
4	Pull out side shelf		
5	Wraparound bumper		
6	integrated push handles		
7	Four 12.5 cm swivel casters including two with brakes		

	<b>Accessories to be included:</b>		
8	Aluminum 3-tier raised back rail system		
9	Aluminum side rails		
10	Plastic full drawer tray organizers		
11	All components and accessory attachments including must be MRI conditional or MRI safe to 1.5 T		
12	Approximate dimensions (H x W x D): 170 cm x 80 cm x 60 cm		
<b>E</b>	<b>MR shielded Infusion Pump</b>		
1	The Shielding system shall allow infusion pumps to be used in the MRI room safely. It shall have the following features:		
2	Shall be MRI safe and MRI conditioned up to 1.5 Tesla, allowing the safe operation of infusion pumps		
3	The unit shall insure the safe operation of at least four infusion pumps or infusion syringe pumps at the same time		
4	It shall ensure interference-free MRI images		
5	The shielding system is to be made of aluminum or equivalent MRI safe material		
6	Shall have a navigation assistant to aid in positioning the infusion pumps as closely and safely to the patient as possible indicating whether the operating range is within a safe distance from the magnetic field.		
7	The unit shall have optical and acoustic alarm for the maximum allowable magnetic field strength		
8	Shall continuously monitor the magnetic field effect to prevent damage to infusion pumps and record any alarms encountered.		
9	Shall be able to operate either on AC or on built-in rechargeable batteries (operating time more than 4 hours)		
10	The shielding shall be mounted on a trolley with 4 swivel castors for easy positioning		
11	The unit shall be able to network all the attached infusion pumps to the electronic medical record of the hospital regardless of the selected pumps underlying communication technology, whether using wired or wireless methods		
12	It shall include the hardware and the software needed for the network connection		
13	Approximate Dimensions including trolley (HxWxD): 130cm X 65cm X 60 cm		
14	The unit shall be CE marked and/or FDA approved		
15	It must be compatible with the infusion pumps to be utilized in the hospital		
16	The device shall allow the infusion pumps to use regular tubing sets and accessories		
<b>F</b>	<b>MR COMPATIBLE IV STAND</b>		

