



UNIVERSITY COLLEGE OF MEDICAL SCIENCES
(UNIVERSITY OF DELHI)
& GURU TEG BAHADUR HOSPITAL
DILSHAD GARDEN, DELHI – 110 095
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WEBSITE: <http://www.ucms.ac.in>

NOTICE INVITING TENDER

(Section – I)

On behalf of the Principal, UCMS, the undersigned is directed to invite the sealed tenders from registered manufacturers/authorised suppliers on DDP basis (Delivered Duty Paid) for the supply & installation of following items:-

Tender Group	Name of the Items (Detailed Specifications are given in Section IV of the Tender Document)
Ophthalmology	Slit Lamp Imaging System, ULTRASOUND A & B Scan, Autorefractometer, Non-Contact Tonometer, Radiofrequency Knife, LED Keratometer Bosch & Lomb type, A Scan Biometer

The Tender Document for items will be on **TWO BID** System consisting of Technical Bid and Price Bid. The bid(s) has to be submitted item-wise (**separate bid for each item, failing which, the bid shall not be opened/entertained**) containing two parts, Part-I as Technical Bid in one sealed envelope and Part-II as Price Bid in one sealed envelope. Both the sealed envelopes (for Technical as well as Price Bid) must be put in one big envelope and on all the three envelopes must be clearly mentioned all details of item (Tender Group, Name of Item, Tender No., Name & address alongwith mobile number of Bidder etc.). Any bidder may bid for any number of items against the purchase of single Tender Document but each offer must be submitted itemwise in two bid system. **Separate EMD must be enclosed with the Technical Bid for each item.**

The Tender Documents along with detailed specifications, terms and conditions can be downloaded from the College web site "<http://www.ucms.ac.in/tender.htm>" and the fee for tender documents of Rs.2000/- (Rupees two thousand only) must be enclosed with the technical bid. Tender document fee is not refundable. **NAME & ADDRESS OF BIDDER ALONGWITH THE TENDER GROUP & NAME OF ITEM MUST BE MENTIONED ON THE BACKSIDE OF DEMAND DRAFTS. THE BIDDER CAN PARTICIPATE FOR ANY NO. OF ITEMS AGAINST THE SINGLE TENDER DOCUMENT FEE.**

- a) Price of Tender Document: Rs.2000/- (Two Thousand only) Non-refundable.
- b) Date of commencement of sale of Tender Document: **17.11.2015**.
- c) Last date and time for receipt of Tender Document: **07.12.2015 up to 12:00 noon**
The tender should be addressed to "**The Principal, University College of Medical Sciences, Dilshad Garden, Delhi-110095**" and **may be dropped in tender box kept in the office of Sh. Rajesh Kumar, Asstt. Registrar (Central Stores), Room No. 11, Ground Floor, UCMS** or sent by registered post so as to reach the College on/before **07.12.2015 up to 12:00 noon** No tender will be accepted after due date and time.

- d) Time and date of opening of Technical Bid: **08.12.2015 from 10.30** a.m. onwards.
- e) In case demonstration is required for any item(s), the Price Bids for such item(s) shall be opened after the demonstration.
- f) If any further amendment / changes made by the College, the same will be uploaded on College website only.
- g) Tender should be submitted separately for each item.

All Tender Documents must be accompanied with the Earnest Money Deposit (Refundable without interest), failing which the bid will be rejected. The Earnest Money Deposit is to be paid in the form of Demand Draft / Pay Order only in favour of **“The Principal, University College of Medical Sciences”** payable at Delhi and should be attached with Technical Bid. Name of firm and complete postal address of bidder alongwith the Tender Group & Name of item must be mentioned on the backside of Demand Drafts.

The College shall not be responsible for any delay in receiving bids/sending of Tender Document by post.

The College reserves the right to accept or reject or cancel any bid/item at any stage of procurement process without assigning any reason thereof. No correspondence in this regard shall be entertained.

Earnest Money shall be forfeited in case, it is found, at any stage that information/particulars regarding supply of tendered item(s) are false.

(S. K. DOGRA)
DEPUTY REGISTRAR

SECTION II.

INSTRUCTIONS TO BIDDERS

A. Introduction

1. Eligible Bidders/Tenderer

- 1.1 This invitation for bids is open to all reputed manufacturers or their sole authorised dealer (wherever manufacturers are not directly selling their product).
- 1.2 Tenderer/Bidder should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by any Government Office.

2. Cost of Tender/Bidding:

- 2.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the University College of Medical Sciences hereinafter referred to as “the purchaser”, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. The Tender/Bidding Documents

3. Content of Tender/Bidding Documents

- 3.1 The goods required, bidding procedures and contract terms are prescribed in the bidding documents. In addition to the invitation for bids, the bidding documents include:
 - a) Tender Notice
 - b) Instructions to Bidders.
 - c) General Conditions of Contract;
 - d) Technical Specifications;
 - e) Schedule of Requirements;
 - f) Qualification Requirement;
 - g) Tender/Bid Form and Price Schedules;
 - h) Tender/Bid Security Form (Earnest Money form)
 - i) Contract Form;
 - j) Performance Security Form;
 - k) Performance Statement;
 - l) Manufacturer’s Authorization Form;
 - m) Capability Statement Forms; and
 - n) Service Support Details Form
- 3.2 The Tenderer/Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required in the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Tenderer’s/Bidder’s risk and may result in the rejection of its bid.

4. Clarification of Tender/Bidding Documents;

- 4.1 A prospective Tenderer/Bidder requiring any clarification of the Tender/Bidding Documents may notify the purchaser in writing at the purchaser's mailing address indicated in the invitation for Tender/Bids, which must be received before 10 days from the last date of submission the bid

5. Amendment of Tender/Bidding Documents;

- 5.1 At any time prior to the deadline for submission of bids, the purchaser may, for any reason, whether at its initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment.
- 5.2 All prospective bidders should keep in touch to the College website for any further amendments / changes and shall be binding on them.
- 5.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the purchaser may, at its discretion, extend the deadline for the submission of bids.

C. Preparation of Bids/Tenders

6. Language of Bids/Tenders:

- 6.1 The Tenders/Bids prepared by the Tenderer/Bidder, as well as all correspondence and documents relating to the Tender/Bid exchanged by the Tenderer/Bidder and the purchaser, shall be written in English/Hindi language. Supporting documents and printed literature shall also be furnished in English.

7. Documents Comprising the Bid/Tender:

- 7.1 The Tender/ Bid prepared by the Tenderer/Bidder shall comprise the following components:
 - a) A Tender/Bid Form and a price schedule.
 - b) Documentary evidence establishing that the Tenderer/bidder is eligible to Tender/Bid and is qualified to perform the contract if its Tender/Bid is accepted;
 - c) Documentary evidence establishing goods eligibility and conformity to bidding documents.
 - d) In case of authorised agent, the Authorisation Certificate, issued by the Principal firm.
 - e) Earnest Money Deposit.
 - f) Copy of Registration Certificate of Sale Tax/DVAT etc.
- 7.2 The Tenders/Bids so prepared shall be submitted in two sealed envelopes in two parts as follows:

Part I. Technical Bid

Containing unpriced Bid consisting of complete technical package and unpriced commercial package including Bid Form duly filled and signed. No price detail is to be given in this bid. **NO ALTERNATE OFFER (FOR OTHER MODELS) SHALL BE ALLOWED, OTHERWISE, THE BID MAY BE TECHNICALLY REJECTED.**

Blank Price Schedule Format (Columns 1 to 4 only filled in) as submitted in Section VII (1) shall also be enclosed.

Part II. Price Bid

Containing prices, with detailed break up as per format enclosed, both in figures and in words. Authenticated copy of manufacturers rate list / prices be enclosed for justification of prices quoted to the College.

Item wise Technical Bid & Price Bid is to be submitted in separate envelopes.
Enclose separate EMD with Technical Bid for each item separately.

8. Tender/Bid Form:

8.1 The Tenderer/Bidder shall complete the bid form.

9. Tender/Bid Prices

- If rates are quoted in foreign currency, the rates must be on DDP (Delivered Duty Paid) basis including insurance of the item.

“Delivered Duty Paid” means that the seller delivers the goods when the goods are placed at the disposal of the buyer, cleared for import on the arriving means of transport ready for unloading at the named place of destination. The seller bears all the costs and risks involved in bringing the goods to the place of destination and has an obligation to clear the goods not only for export but also for import, to pay any duty for both export and import and to carry out all customs formalities.

- However, the custom clearance documents will be provided by the purchaser at the time of clearing the item. It includes Custom Duty Exemption Certificate (CERTIFICATE FOR AVAILING CUSTOMS DUTY EXEMPTION IN TERMS OF GOVT. NOTIFICATION NO.51/96-CUSTOM DATED 23RD JULY, 1996 AND CENTRAL EXCISE DUTY EXEMPTION IN TERMS OF GOVT. NOTIFICATION NO.10/97-CENTRAL EXCISE DATED 01ST MARCH, 1997), authorization letters, Bank Release Order etc.

9.1 The Tender/Bidder shall indicate on the price schedule the unit prices and total bid prices of the goods it proposes to supply under the contract for each item separately. In any column does not apply to the bidder, same should be mentioned as NOT APPLICABLE.

9.2 The Tenderer/Bidder's separation of price components will be solely for the purpose of facilitating the comparison of bids by the purchaser and will not in any way limit the purchaser's right to contract on any of the terms offered.

9.3 Fixed price: Prices quoted by the Tenderer/Bidder shall be fixed during the Tenderer/Bidder's performance of the Contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.

10 Tender/Bid currencies;

10.1 Prices may be quoted in Indian National Rupees (INR) on FOR (Destination of purchaser) basis. In case of items priced in foreign currencies, converted INR value should be given on the publication date of NIT and it must be on DDP (Delivered Duty Paid, please refer point No.9) basis.

11 Documents Establishing Tender/bidder's Eligibility and Qualifications;

11.1 The Bidder shall furnish, as part of its bid, documents establishing the Tenderer/bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.

11.2 The documentary evidence of the bidder's qualifications to perform the contract if its bid is accepted, shall be established to the purchaser's satisfaction:

- a) That, in the case of a bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized (AS PER AUTHORISATION FORM IN SECTION XII) by the goods manufacturer or producer to supply the goods in India.
- b) That Bidder has the financial, technical and production capability necessary to perform the contract and meet the criteria outlined in the QUALIFICATION REQUIREMENTS SPECIFIED IN SECTION VI.
- c) If an Agent submits bids on behalf of more than one MANUFACTURER, unless each such Bid is accompanied by a Separate TENDER/BID FORM for each Tender/Bid and a separate EMD, when required for each Bid and AUTHORISATION from the respective Manufacturer, all such Bids will be rejected as non-responsive.
- d) The Tenderer/Bidder should have preferably executed similar single supply order of atleast to the extent of 10 times of the items being quoted. Copies of previous Purchase Order(s) for the same item issued by any Govt. organisation may be provided, if required by Purchaser.

- e) Income Tax Clearing Certificate for last three years.

12 Documents Establishing Goods Eligibility and Conformity to Tendering/Bidding Documents:

12.1 The Tenderer/Bidder shall furnish, as part of its Tender/Bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services, which the Tenderer/Bidder proposes to supply under the contract.

12.2 The documentary evidence of conformity of the goods and services to the Tendering/Bidding documents may be in the form of literature, drawings and data, and shall furnish:

- a) A detailed description of goods essential technical and performance characteristics of the goods;
- b) A list giving full particulars, including available sources of all spare parts, special tools, etc. necessary for the proper and continuing functioning of the goods for a period of six years, following commencement of the goods used by the purchaser;
- c) An item-by-item commentary on the purchaser's technical specifications demonstrating the goods and services substantial responsiveness to those specifications or a statement of deviations and exceptions to the provisions of the technical specifications.
- d) A confirmation that if the Tenderer/Bidder offers system and/or other software manufactured by another company, such software operates effectively on the systems offered by the Bidder; and the Tenderer/Bidder is willing to accept responsibility for its successful operation; and
- e) A confirmation that the firm has already achieved ISO 9002 Certification system. Necessary Certification of ISO 9002 should be attached if applicable.
- f) Copy of Registration Certificate/Certificate of incorporation (as per the applicable law) may be enclosed.

12.3 For the purposes of the commentary to be furnished, the Bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers designated by the purchaser in its technical specifications are intended to be descriptive only and not restrictive. The Tenderer/Bidder may substitute alternative standards, brand names and/or catalogue numbers in its Tender/Bid, provided that it demonstrates to the purchaser's satisfaction that the substitutions are substantially equivalent or superior to those designated in the technical specifications.

13 Bid Security/Earnest Money Deposit:

13.1 The Tenderer/Bidder shall furnish, as part of its Tender/Bid security **Item-wise** for the amount mentioned at page no 41 for the respective item(s) as Earnest Money Deposit (separate EMD for each item(s)).

- 13.2 The bid security is required to protect the purchaser against the risk of bidder's conduct, which may warrant the security's forfeiture.
- 13.3 The bid security shall be denominated in Indian National Rupees and shall be in the form of a Demand Draft only payable in the name of "Principal, University College of Medical Sciences" payable at Delhi. **Separate Demand Drafts are to be submitted for each item(s).**
- 13.4 Any Tender/Bid not secured with EMD will be rejected by the purchaser as non-responsive. No tender shall be opened, if detail of EMD is not recorded on top/cover of technical bid.
- 13.5 Unsuccessful tenderer/bidder's tender/bid security will be discharged/returned as promptly as possible without any interest.
- 13.6 The successful tenderer/bidder's EMD will be returned (without any interest) upon the Tenderer/Bidder's supply of goods and furnishing the performance bank guarantee.
- 13.7 The EMD may be forfeited:
- a) If a tenderer/bidder withdraws its bid during the period of tender/bid validity specified by the tender/bidder on the tender/bid form; or
 - b) In the case of successful tenderer/bidder, if the tenderer/bidder fails:
 - i.) to supply the goods.
 - ii.) to furnish performance bank guarantee.
 - c) In case it is found at any stage that information/particulars regarding tendered item(s) is false.

14 Period of validity of Tenders/Bids:

- 14.1 Tender/Bids must be valid for 150 days after the date of opening of Price bid, prescribed by the purchaser. A tender/bid valid for a shorter period may be rejected by the purchaser as non-responsive.
- 14.2 In exceptional circumstances, the purchaser may solicit the tenderer/bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender/bid security provided shall also be suitably extended. A tenderer/bidder may refuse the request without forfeiting its tender/bid security.

15 Format and Signing of Tender/Bid:

- 15.1 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 bid the contract. The latter authorization shall be indicated by written power of attorney accompanying

the bid. All pages of the Bid, except for unamended printed literature, shall be initialled by the person or persons signing the tender/bid.

- 15.2 Any interlineations, erasure or overwriting shall be valid only if they are initialled by the person or persons signing the tender/bid.

D. Submission of Tenders/Bids

16 Sealing and Marking of Tenders/Bids:

- 16.1 Tenders shall be prepared and submitted in separate sealed envelopes (Technical and Price Bid) by superscribing all tender details and both must be contained in a separate envelope superscribed as Tender Group _____, Tender No _____ dated _____, DUE FOR OPENING ON _____ FOR SUPPLY OF _____ (name of equipment).

- 16.2 ALL TENDER DOCUMENT NON ADHERENCE to this may be liable for rejection the tender/bid. The full name of contact person, mobile no., postal address, telegraphic address and Fax/telephone no. of the tenderer shall be written at the bottom left corner of all sealed envelopes.

- 16.3 The Tenders/Bids prepared shall be submitted **item-wise** in two sealed envelopes in two parts as follows: -

Part I. Technical Bid

Containing priced tender/bid consisting of complete technical package of the concerned equipment only and unpriced commercial package including tender/bid form duly filled and signed. **THE SEPARATE DEMAND DRAFT OF EARNEST MONEY DEPOSIT MUST BE ENCLOSED IN THIS ENVELOPE.** The tender fee of Rs.2000/- (Rs two thousand only) must be enclosed with this bid by a separate demand draft in the favour of “Principal, University College of Medical Sciences” Payable at Delhi. No price details to be given in this tender/bid.

Blank Price schedule format (Column 1-4 only filled in) as submitted in Section - VII (1) shall also be enclosed.

Part II. Price Bid

Containing prices with detailed break up as per format enclosed, both in figures and in words. Authenticated copy of Manufacturers Rate list / prices be enclosed for justification of prices quoted to the College.

Item wise Technical Bid & Price Bid is to be submitted in separate envelopes.
Enclose separate EMD with Technical Bid for each item separately.

17 Deadline for submission of Tenders/Bids

- 17.1 Tenders/Bids must be received by the purchaser at the address specified not later than the time and date specified in the invitation for tender/bid (section I or Notice Inviting Tender). In the event of the specified date for the submission of Tenders/Bids being declared a holiday for the Purchaser, the Tenders/Bids will be received up to the appointed time on the next working day.
- 17.2 The purchaser may, at its discretion, extend this deadline for the submission of bids, in which case all rights and obligations of the purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

18 Late Tenders/Bids:

- 18.1 Any tender/bid received by the purchaser after the deadline for submission of bids prescribed by the purchaser will be rejected.

19 Modification and Withdrawal of Tenders/Bids

- 19.1 The Tenderer/Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification or withdrawal is received by the purchaser prior to the date & time prescribed for submission of tenders/bids.
- 19.2 The tenderer/bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched not later than the deadline for submission of tender/bids.
- 19.3 No tender/bid may be modified subsequent to the deadline for submission of bids.
- 19.4 No tender/bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the bid form. Withdrawal of a bid during this interval may result in the bidder's forfeiture of EMD.

E. Tender/Bid Opening and Evaluation

20 Opening of Tenders/Bids by purchaser:

- 20.1 The purchaser will open technical bids, in the presence of tenderer/bidders representatives who choose to attend on the date and time as indicated in NIT (Section –I) at the following location:

“University College of Medical Sciences, Dilshad Garden, Delhi-110095”

The tenderer/bidder “representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for the Purchaser, the Bids shall be opened at the appointed time and location on the next working day.

- 20.2 The tenderer/bidders name, tender/bid withdrawals and the presence or absence of the requisite bid security and such other details as the purchaser, at its discretion, may consider appropriate will be announced at the opening.
- 20.3 Due to any modification(s) by the tenderer in the Tender/Bid at the time of opening the technical bid, shall not be considered or opened for further process, irrespective of the circumstances.
- 20.4 The Price Bid shall be opened only for the firm(s) whose Technical Bid is declared qualified/acceptable by the concerned Deptt. of the purchaser .

21 Clarification of Tender/Bids:

- 21.1 During the examination of tenders/bids, the Purchaser may, at its discretion, ask the tenderer/bidder for a clarification of its bid. The request can be in writing or telephonically for clarification and the response shall be in writing only and no change in the price or substance of the bid shall be sought, offered or permitted.
- 21.2 No communication with the bidder or his representative shall be entertained regarding the status of the procurement before completion of procurement process.

22 Preliminary Examination:

- 22.1 The Purchaser will examine the tenders/bids to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. TENDERS/BIDS FROM AGENTS, WITHOUT PROPER AUTHORISATION FROM THE MANUFACTURER AS PER SECTION XII SHALL BE TREATED AS NON-RESPONSIVE.
- 22.2 The purchaser after opening the technical bid will examine the documents establishing bidders eligibility and qualification, good eligibility and conformity to bidding documents.
- 22.3 Deviations from or objection or reservation to critical provisions such as those concerning Performance Scrutiny, Warranty, Force majeure, applicable law and taxes and duties will be deemed to be a material deviation.
- 22.4 The Purchasers determination of the technical responsiveness is to be based on the contents and documents of the bid itself without recourse to extrinsic evidence.

22.5 If a tender/bid is not technically responsive, it will be rejected by the Purchaser and may not be made responsive by the Tenderer/Bidder by the correction of the non-conformity. No further intimation/correspondence shall be made in this regard.

23 Evaluation and Comparison of Price Tenders/Bids:

23.1 The Tender/Bid evaluation will be done item wise.

23.2 The Purchaser's evaluation of a price bid will take into account the following:

1. Ex-factory/Ex-warehouse/Ex-showroom/Off the Shelf Price
2. Excise duty, if any
3. Packing and forwarding charges
4. Inland transportation, insurance and other local costs incidental to delivery.
5. Other incidental services, if any
6. Sales and other taxes payable
7. The costs below will also be added to the bid price for the purpose of evaluation.

a) Delivery Schedule:

The purchaser requires that the goods under this NIT shall be delivered within the time specified in the schedule of requirements. A delivery "adjustment" will be calculated for the bids at the rate of 2% of the ex-factory price including excise duties for each month of delay beyond the stipulated delivery period and this will be added to the bid price for evaluation. No credit will be given to early deliveries.

24 Contacting the Purchaser:

24.1 No tenderer/bidder shall contact the purchaser on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the bidder wishes to bring the additional information to the notice of the purchaser, it should do so in writing.

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

F. Award of Contract

25 Award Criteria:

- 25.1 The purchaser will award the contract to the successful Bidder who is determined to be qualified to perform the contract satisfactorily and whose bid has been determined to be technically responsive and has been determined as the lowest evaluated Bid.

26 Purchaser's Right to Vary Quantities at Time of Award:

- 26.1 The purchaser reserves the right at the time of award of contract to increase or decrease the quantity of goods as per actual and services originally specified in the schedule of requirements (rounded off to the next whole number) without any change in price or other terms and conditions.

27 Purchaser's Right to Accept any Bid and to Reject any or all Bids

- 27.1 The purchaser reserves the right to accept or reject any tender/bid (without assigning any reason), and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected tenderer/bidder or bidders of the grounds for the purchaser's action.

28 Signing / issuing the Contract:

- 28.1 The purchaser will issue the final purchase order / award in favour of successful bidder and the purchase order will be treated as FINAL CONTRACT between the Purchaser and Bidder, incorporating all necessary terms & conditions / agreement between the parties.
- 28.2 If the purchase order is issued & received by the bidder, it will be presumed that all terms & conditions given in the tender document are acceptable by the bidder.

29 Performance Bank Guarantee :

- 29.1 Before the payment, the successful bidder shall furnish the Performance Bank Guarantee in accordance with the conditions of contract, in the performance security form provided in the bidding documents or another form acceptable to the purchaser. The validity of Performance Bank Guarantee must be for complete warranty period from the date of satisfactory installation.
- 29.2 Failure of the successful tenderer/bidder to comply with all necessary requirements shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender/bid security in which event the purchaser may make the award to the next lowest evaluated bidder or call for new tender/bids.

30 Corrupt or Fraudulent Practices

The College requires that tenderer/bidders/Suppliers/Contractors under contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the College:

- (a) Defines, for the purposes of this provision, the terms set forth as follows:
 - (i) “corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution, and
 - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the College of the benefits of free and open competition,
- a) Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question,
- b) Will declare a firm ineligible, either indefinitely or for a stated period of time, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing a contract.
- c) If at any stage, any bidder or his supplier firm/Principal/partner etc. found Black-Listed/debarred/any kind of concealment/imposed of any kind of penalty, the College have the right to cancel the procurement even after issuing the purchase order.
- d) No bidder or their representative shall meet with any of our faculty member/official without any prior permission of competent authority of the College.

Section III.

General Conditions of Contract

TABLE OF CLAUSES

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Section III. (Contd.)

General Conditions of Contract : Details

1. Definition:

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

- a) “The contract” means the Purchase order or agreement entered between the purchaser and the supplier, as recorded in the contract from signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- b) “The contract price” means the price payable to the supplier under the contract for the full and proper performance of its contractual obligations;
- c) “The goods” means all the equipment, machinery, and/or other materials, which the supplier is required to supply to the purchaser under the contract.
- d) “Services” means services ancillary to the supply of the goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other such obligations of the supplier covered under the contract;
- e) “GCC” means the General Conditions of Contract contained in this section.
- f) The “purchaser” or “buyer” means the University College of Medical Sciences.
- g) “The supplier” means the individual or firm supplying the goods & services under this contract.
- h) “Day” means calendar day.

2. Application:

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

3. Standards:

3.1 The goods supplied under this contract shall conform to the standards mentioned in the technical specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the goods country of origin and such standards shall be the latest issued by the concerned institution.

4. Use of Contract Documents and Information:

- 4.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 4.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information except for purposes of performing the contract.
- 4.3 Any document, other than the contract itself, shall remain the property of the purchaser and shall be returned (in all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5. Patent Rights:

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

6. Performance Bank Guarantee:

- 6.1 Before the payment, the successful bidder shall furnish the Performance Bank Guarantee to the Purchaser for an amount of 10% of the contract value, valid upto 60 days after the date of completion of performance obligations including warranty obligations. The validity of Performance Bank Guarantee must be commenced on or after the date of satisfactory installation.

In the event of any correction of defects or replacement of defective material during the warranty period, the warranty for the corrected/replaced material shall be extended to a further period of 24 months and the Performance Bank Guarantee for proportionate value shall be extended 60 days over and above the extended warranty period.

- 6.2 The proceeds of the Performance Bank Guarantee shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.
- 6.3 The Performance Bank Guarantee shall be denominated in Indian National Rupees, issued by a Nationalised/Scheduled bank located in India which shall be in form of Bank Guarantee on Rs. 100/- Non-judicial stamp paper.

6.4 The Performance Bank Guarantee will be discharged by the purchaser and returned to the supplier after the date of completion of the supplier's performance obligations/warranty period, including CAMC obligations under the contract. In this regard, the concerned supplier has to take initiative by writing a request letter to the Purchaser.

7. Inspection and Tests:

7.1 Inspection and tests prior to shipment of Goods and at final acceptance are as follows:

i.) The inspection of the Goods may be carried out to check whether the Goods are in conformity with the technical specification attached to the contract and shall be in line with the inspection/test procedures laid down in the Technical Specifications and the General Conditions of Contract. Following broad test procedure will generally be followed for inspection and testing of machine. The supplier will dispatch the goods to the ultimate consignee after internal inspection testing alongwith the supplier's inspection report and manufacturer's warranty certificate. The purchaser may test the equipment after completion of the installation and commissioning at the site of the installation. For site preparation, the supplier should furnish all details to the purchaser sufficiently in advance so as to get the works completed before receipt of the equipment. Complete hardware and software as specified in section V should be supplied, installed and commissioned properly by the supplier prior to commencement of performance tests.

ii.) The acceptance test will be conducted by the purchaser, their consultant or any other person nominated by the purchaser, at its option. The acceptance will involve trouble-free operation for seven consecutive days. There shall not be any additional charges for carrying out acceptance tests. No malfunction, partial or complete failure of any part of hardware or excessive heating of motors etc. of all tender items or bugs in the software should occur. All the software should be completed and no missing modules/sections will be allowed. The supplier shall maintain necessary log in respect of the results of the tests to establish to the entire satisfaction of the purchaser, the successful completion of the test specified. An average uptake efficiency of 98% (to modify as considered appropriate for each case) for the duration of test period shall be considered as satisfactory.

iii.) In the event of the hardware and software failing to pass the acceptance test, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which the purchaser reserves the rights to get the equipment replaced by the supplier at no extra cost to the purchaser.

iv.) Successful conduct and conclusion of the acceptance tests for the installed goods and equipment shall also be the sole responsibility and at the cost of the supplier.

The purchaser or its representative shall have right to inspect and/or to test the goods to confirm their conformity to the contract. The technical specifications shall specify what inspection and tests the purchaser requires and where they are to be

conducted. The purchaser shall notify the supplier in writing of the identity of any representatives retained for these purposes.

- 7.2 The inspections and tests may be conducted on the premises of the supplier or its subcontractor(s) at point of delivery and/or at the goods final destination. Where conducted on the premises of the supplier or its sub-contractor(s), all reasonable facilities and assistance including access to drawings and production data shall be furnished to the inspectors at no charge to the purchaser.
- 7.3 Should any inspected or tested goods fail to conform to the specification, the purchaser may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet specification requirements free of cost to the purchaser.
- 7.4 The purchaser's right to inspect, test and, where necessary, reject the goods after the goods arrival in the purchaser's country shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by the purchaser or its representative prior to the goods shipment from the country of origin.
- 7.5 Nothing shall in any way release the supplier from any warranty or other obligations under this contract.

Manuals and Drawings

- 7.6.1 Before the goods and equipments are taken over by the Purchaser, the Supplier shall supply operation and maintenance manuals together with drawings of the goods and equipment. These shall be in such detail as will enable the Purchaser to operate, maintain, adjust and repair all parts of the equipment as stated in the specifications.
- 7.6.2 The manuals and drawings shall be in the ruling language (English) and in such form and numbers as stated in the contract.
- 7.6.3 Unless and otherwise agreed, the goods and equipment shall not be considered to be completed for the purpose of taking over until such manuals and drawing have been supplied to the Purchaser.
- 7.7 For the System & Other Software the following will apply:

The supplier shall provide complete and legal documentation of hardware, all sub-systems, operating systems, system software and the other software. The supplier shall also provide licensed software for all software products, whether developed by it or acquired from others. The supplier shall also indemnify the purchaser against any levies/penalties on account of any default in this regard.

7.8 Acceptance Certificates:

- 7.8.1 On successful completion of acceptability test, receipt of deliverables etc, and after the purchaser is satisfied with the working of the system, the acceptance certificate signed by the supplier and the representative of the purchaser will be issued. The date on which such certificate is signed shall be deemed to be the date of successful commissioning of the systems.

8. Packing

- 8.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination as indicted in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, etc. during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remittance of the goods final destination and the absence of heavy handling facilities at all points in transit.
- 8.2 The packing, marking and documentation within and outside the packages shall be comply strictly with such special requirements as shall be provided for in the contract including additional requirements, in any subsequent instructions ordered by the purchaser.
- 8.3 Packing Instructions:

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

- i. Tender No.
- ii. Contract No.
- iii. Supplier's Name, and
- iv. Packing list reference number

9. Delivery and documents:

- 9.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified by the purchaser in the notification of the Award / purchase order. The details of shipping and/or other documents to be furnished by the supplier are as below: -
- 9.2 Atleast 7 days before the delivery of the item, the supplier shall inform / notify in writing to the purchaser on Fax No.011-22582105 with full details of the shipment including contract person/number, Air Waybill/House Air Waybill, railway/air receipt number and date, description of goods, quantity, name of the consignee etc. The supplier shall also mail necessary documents to the purchaser's e-mail i.e. ucmscentralstore@gmail.com. If the supplier does not intimate to the purchaser in writing about the detail of despatching the item(s),

the demurrage/any penalty or any other charges may be imposed on the supplier.

10. Insurance:

- 10.1 For delivery of goods at site, the insurance shall be obtained by the Supplier in an amount equal to 110% of the value of the goods from “warehouse to purchaser’s place (final destinations) “on All Risks” basis including War Risks and Strikes.

11. Transportation:

- 11.1 Where the supplier is required under the contract to transport the goods to a specified place of destination within India defined as project site, transport to such place of destination in India including insurance, as shall be specified in the contract, shall be arranged by the supplier, and the related cost shall be included in the contract price.

12. Incidental services:

- 12.1 The following services shall be furnished and the cost shall be included in the contract price:
- a) Performance of the on-site assembly, commissioning and start-up of the equipment.
 - b) Furnishing the detailed operation and maintenance manuals for each item of supply at each location.
 - c) Maintenance and repair of the equipment at each location during the warranty period including supply of all spares. This shall not relieve the supplier of any warranty obligations under this contract.

13. Spare parts:

- 13.1 Supplier shall carry sufficient inventories to assure ex-stock supply of consumable and spare in India. Supplier shall ensure the availability of after sales service for a period of at least five years including the warranty period.

14. Onsite Comprehensive Warranty:

- 14.1 The supplier warrants that the goods supplied under this contract are new, unused, of the most recent or current models and they incorporate all recent improvements in design and materials unless provided otherwise in the contract.

14.2 This comprehensive warranty (onsite) shall remain valid for 60 months (5 years) from the date of satisfactory installation of item.

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

- 14.4 “Upon receipt of such notice, the Supplier, within 24 hours repairs or replace the defective goods or parts thereof, free of cost at the ultimate destination. The supplier shall take over the replaced parts/goods at the time of their replacement. No claim whatsoever shall lie on the Purchaser for the replaced parts/goods thereafter.
- 14.5 If the supplier, having been notified, fails to remedy the defect(s) within 24 hours, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier’s risk and expense without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.
- 14.6 The supplier shall guarantee a 98% uptime of computer systems/peripherals & all tender items or other equipment’s being supplied.
- 14.7 If any computer systems/tender items give continuous trouble, say three times in one month during the warranty period, the supplier must replace the system with new system without any additional cost to the purchaser.
- 14.8 Maintenance service
- i. Free maintenance services shall be provided by the supplier during the period of warranty.
 - ii. It is expected that the average downtime of the item (system) will be less than half the maximum downtime (i.e. defined as number of days for which an item of equipment is not usable because of inability of the supplier to repair it) as mentioned in the form of technical details. In case an item is not usable beyond the stipulated maximum downtime the supplier will be required to arrange for an immediate replacement of the same till it is repaired. Failure to arrange for the immediate repair/replacement will be liable for a penalty of Rs.100 per day per item. The amount of penalty will be recovered from the Performance Bank Guarantee during warranty period.

15. Payment

Payment for Goods and Services shall be made either through Letter of Credit (80%/20%)/FDD or in Indian National Rupees after submission of valid Performance Bank guarantee as well as after satisfactory installation.

16. Prices

16.1 Prices payable to the supplier as stated in the contract shall be fixed.

17. Change Orders

17.1 The purchaser may at any time, by a written order given to the supplier, make changes within the general scope of the contract in any one or more of the following:

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

17.2 If any such change causes an increase or decrease in the cost of, or the time required for, the supplier's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

18. Contract Amendments

18.1 No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

19. Assignment

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

20. Sub-contract

20.1 The supplier shall notify the Purchaser in writing of all subcontracts in his original bid otherwise the supplier shall not relieve from any liability or obligation under the Contract.

21. Delays in the Supplier's Performance

21.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in the Schedule of Requirements.

21.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

21.3 Except as provided in GCC clause 24, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages unless an extension of the time is agreed upon without application of liquidated damages.

22. Liquidated Damages

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

23. Termination for Default

23.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, terminate the contract in whole or in part;

- a) If the supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser.
- b) If the supplier fails to perform any other obligation(s) under the contract.
- c) If the supplier, in the judgment of the purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

For the purpose of this clause:

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

“Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the University College of Medical Sciences, and includes collusive practice among Bidders (prior to or after bid submission designed to establish bid prices at artificial non-competitive levels and to deprive the University College of Medical Sciences of the benefits of free and open competition.

23.2 In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or services similar to those undelivered, and the supplier shall be liable to the Purchaser for any excess costs for such similar Goods or services. However, the supplier shall continue the performance of the Contract, to the extent not terminated.

24. Force Majeure

24.1 Notwithstanding the provisions of GCC clauses 21, 22, 23, the supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force majeure.

24.2 For purposes of this clause, “Force majeure” means an event beyond the control of the supplier and not involving the suppliers fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

25. Termination for Insolvency:

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

26. Termination for Convenience;

26.1 The purchaser, by written notice sent to the supplier, may & terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the purchaser’s convenience, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

26.2 The goods that are complete and ready for shipment within 30 days after the supplier’s receipt of notice of termination shall be accepted by the purchaser at the contract terms and prices. For the remaining goods, the purchaser may elect;

- a) to have any portion completed and delivered at the contract terms and prices; and/or
- b) to cancel the remainder and pay to the supplier an agreed amount for partially completed goods and for materials and parts previously procured by the supplier.

27. Resolution of Disputes:

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

28. Governing Language:

28.1 The contract shall be written in the English language.

29. Applicable law:

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

30. Notices:

30.1 Any notice given by one party to the other pursuant to this contract shall be sent to other party in writing and confirmed in writing to the address specified in the tender notice.

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

31. Taxes and Duties:

31.1 The supplier shall be entirely responsible for all taxes, duties, license fees, octroi, road permits etc. incurred until delivery of the contracted goods to the purchaser. Supplier is also requested to submit the copy of registration certificate of Sale Tax or DVAT or any other taxes, whichever is applicable.

Section –IV

Complete Technical Specification of Tender Items

S. No.	Tender Group	Page No.
1.	Ophthalmology	42-46

SECTION –V

Scheduled of Requirement

For all tenders items the delivery period will be 4 to 6 weeks or as indicated in the final contract or purchase order.

SECTION – VI

QUALIFICATION REQUIREMENTS

1. The bidder should be a manufacturer/authorized representative of a manufacturer who must have designed, manufactured, tested and supplied the equipment(s) similar to the type specified in the “schedule of requirements” upto at least 50% of the quantity required in any one of the last 3 years. Such equipments must be of the most recent series models incorporating the latest improvements in design. The models should be in successful operation for about six months as on date of bid opening.
2. The bidder should furnish the information on all past supplies and satisfactory performance in proforma attached.
3. All bids submitted shall also include the following information.
 - i) Copies of original documents defining the constitution or legal status, place or registration and principle place of business of at the company or firm or partnership, etc.
 - ii) The bidder should furnish a brief write up, backed with adequate data, explaining his available capacity and experience (both technical and commercial) for the manufacture and supply of the required systems and equipment within the specified time of completion after meeting all their current commitments.
 - iii) The bidder should clearly confirm that all the facilities exist in his factory for inspection and testing and these will be made available to the Purchase or his representative for inspection.
 - iv) Details of Service Centers and information on service support facilities that would be provided during the warranty period (in Service Support form).
 - v) Reports on financial standing of the Bidder such as profit and loss statements, balance sheets and auditor’s report of the past three years, bankers certificates, etc.

SECTION - VII

1. PRICE SCHEDULE

Sl. No.	Description of item		Country of origin	Quantity and unit	UNIT PRICE							Grand Total on DDP/FOR basis (Col.5x13)	
	Tender Specification	Deviations with respect to Tender specifications			Ex-factory /Ex – warehouse/Ex-showroom/Off the self (a)	Excise duty if any (b)	Packing & forwarding (c)	Inland Transportation, Insurance and other local costs incidental to delivery (d)	Incidental Services (e)	Sale Tax & other taxes payable if contract is awarded (f)	Any Other Charges (if applicable) (g)		Unit Price A+b+c+d+e+f+g
[1]	[2]	[3]	[4]	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)

IF RATES ARE QUOTED IN INDIAN NATIONAL RUPEES (INR), THE RATES MUST BE ON FOR (DESTINATION OF PURCHASER) BASIS.

IF RATES ARE QUOTED IN FOREIGN CURRENCY, THE RATES MUST BE ON DDP (DELIVERED DUTY PAID) BASIS INCLUDING INSURANCE OF THE ITEM, PLEASE REFER POINT NO.9

Note: i) In case of discrepancy between unit price and total prices, THE UNIT PRICE shall prevail.

Total Bid Price in Rupees(Grand Total).....

In words.....

Bidder's Signature.....

Name

Business Address.....

Place:

Date:

Section VII (Contd.)

2. TIME SCHEDULE

Name of The Bidder _____

Item Sl. No.	Description of Item		Country of Origin	Unit	Quantity	Destination (consignees)	Delivery period require
	Tender Specification	Deviations with respect to Tender specifications					
[1]	[2A]	[2B]	[3]	[4]	[5]	[6]	[7]

SECTION –VIII

1. TENDER/BID FORM

Date.....
Tender No.....
Tender Group

To

(Name and address of purchaser)

Gentlemen and /or Ladies:

Having examined the Bidding Documents vide Tender No., we, the undersigned, offer to supply and deliver..... (Description of Goods and Services) in conformity with the said bidding documents.

We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the final award/contract.

If our bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to 10 percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this bid for a period of 150 days after the date fixed from bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this day of 2015

.....
(Signature)

.....
(In the capacity of)

Duly authorized to sign Bid for and on behalf of

.....

Section VIII. (Contd..)
2. BID SECURITY or EARNEST MONEY DEPOSIT

The bid security shall be denominated in Indian National Rupees and shall be in the form of a Demand Draft only payable in the name of “Principal, University College of Medical Sciences” payable at Delhi. **Separate Demand Drafts are to be submitted for each item(s).**

The Tenderer/Bidder shall furnish EMD(s)/Bid security **Item-wise** for the amount mentioned at page no 41 for the respective item(s).

SECTION – IX

FINAL CONTRACT

The purchaser will issue the final purchase order / award in favour of successful bidder and the purchase order will be treated as FINAL CONTRACT between the Purchaser and Bidder, incorporating all necessary terms & conditions / agreement between the parties.

Section X

PERFORMANCE BANK GUARANTEE

To: (Name of Purchaser)

WHEREAS (Name of supplier)

Hereinafter called “the Supplier” has undertaken, in pursuance of Purchase Order No. dated 201.... To supply (Description of Goods and Services) hereinafter called “the Contract”, costing Rs..... (value of Purchase Order)

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

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

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

This guarantee is valid until the day of 201...

Signature and Seal of the Guarantors

Date.....

Address

SECTION XI

Proforma for Performance Statement

Bid No. Date of opening : Time : Hrs.

Name of the Firm

Order placed by (full address of & date purchaser)	Order No. & date	Description & quantity or of ordered equipment	Value or order	Date of completion of delivery As per Actual Contract	Remarks indicating reasons for late delivery	Has the equipment been satisfactorily functioning (Attach a certificate from Purchaser / Consignee)

Signature and Seal of the Bidder

.....

SECTION – XII

MANUFACTURERS' AUTHORIZATION FORM

No.....Dated:

To,

The Principal,
University College of Medical Sciences,
Dilshad Garden, Delhi-110095

Dear Sir,

Tender No.....

We Who are established and reputable manufacturers of
(name & descriptions of goods offered) having factories at
..... (address of factory) do hereby authorize
M/s.(Name and address of authorised dealer) to submit a bid, and sign
the contract with you against the above NIT.

We hereby extend our comprehensive onsite guarantee and warranty for a period of 5
(Five) years from the date of satisfactory installation for the goods and services
offered by the above firm against this Bid.

Yours faithfully

(Name)
(Name of Manufacturers)

Note: this letter of authority should be on the letterhead of the manufacturer and
should be signed by a person competent and having the power of attorney to bind the
manufacturer. It should be included by the Bidder in its Bid.

SECTION –XIII

CAPABILITY STATEMENT

1. Name and address of the bidderPhone:
2. Classifications (Circle what is applicable)
 - 1) Manufacturer
 - 2) Authorised Agent
 - 3) Dealer
 - 4) Others please specify
3. Plant:
 - a) Location
 - b) Description, Type and size of building
 - c) Is property on lease or free hold? If on lease indicate date of expiry of lease in each case.

4.
 - a) Type of equipment manufactured and supplied during last 2 years

Name of Equipment	Capacity/ Size	Nos. Manufactured	Projects to which supplies are made	No. of orders on hand
-------------------	----------------	-------------------	-------------------------------------	-----------------------

- b) Type of equipment manufactured, supplied, installed and commissioned during last 2 years

Name of Equipment	Capacity/ Size	Nos. Manufactured	Projects to which supplied installed and commissioned	No. of orders on hand
-------------------	----------------	-------------------	---	-----------------------

5.
 - a) Types of equipment supplied during last 2 years other than those covered under 4 above.

Name of Equipment	Capacity/ Size and Model	Nos. Manufacturers & country of Origin	Total Nos. supplied in India	Projects to which supplies are made	No. of orders in hand
-------------------	--------------------------	--	------------------------------	-------------------------------------	-----------------------

- b) Type of equipment supplied, installed and commissioned during last 2 years other than those covered under 4(a) and (b) above.

Name of Equipment	Capacity/ Size and Model	Nos. Manufacturers & country of Origin	Total Nos. supplied in India	Projects to which supplies are made	No. of orders in hand
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6. Plant facilities: Sq. Meter (Remarks)
- a) Space available for manufacture
 - b) Space available for storage
 - c) Space available for inspection items offered
 - d) Space available for storage items offered
 - e) Are buildings fire resistant
 - f) Are premises approved by Municipal Yes/ No fire
Production?
 - g) Are buildings under municipal fire Production?
 - h) Are power and fuel supply adequate to meet production requirements?
 - i) Are adequate transportation facilities available?
 - j) Are safety measures adequate for performance of proposed contract?
 - k) Are adequate material handling available

7. Details of Testing facilities available

- a) List testing equipment available
- b) Give details of tests which can be carried out on items offered
- c) Details of the testing organization available.

8. Personnel/ Organization:

- 1. Production
- 2. Marketing
- 3. Installation and Commissioning
- 4. Service
- 5. Spare parts
- 6. Administrative

9. Nearest service centre to buyer:

Location Phone No.

10. Details of organization at Service Centre

- a) No. of skilled employees
- b) No. of unskilled employees
- c) No. of engineering employees
- d) No. of administrative employees
- e) List of special repair/workshop facility available
- f) The storage space available for spare parts
- g) Value of minimum stock of spares available at all the service centres in respective currency
- h) List of the models/types by number of equipment serviced by the centre in last 2 years

11. Names of two buyers to whom similar equipment are supplied installed and commissioned in the past and to whom reference may be made by the purchaser regarding the bidder's technical and delivery ability:

1.

2.

12. List of components usually subcontracted.....

13. Schedules for furnishing technical data and certified drawings after receipt of orders.....

14. Workload as percentage of total capacity for the current and 8 forthcoming financial year on quarterly basis.....

15. Number of weeks required to prepare a bid proposal.....

HARDWARE DOWNTIME

What is the minimum downtime you will guarantee on each of the following items. (This is defined as the number of days for which an item of equipment is not usable because of inability of the supplier to repair it)

Item	No. of days of max down time
------	------------------------------

ALL TENDER ITEMS

Note:-

1. The average down time of each item should not exceed half the maximum down time.
2. If the maximum down time during use in warranty/maintenance 8 period exceeds the maximum down time as specified in the bid, the supplier should arrange immediate replacement. Failure to arrange for the immediate replacement shall render the supplier liable to a penalty as specified in the special conditions of contract.

Signature of Bidder

Business Address.....

SECTION XIV

SERVICE SUPPORT DETAILS

NEAREST SERVICE CENTRE							
PACK NO.	DESTINATION	LOCATION PHONE NO. TELEX NO.	STATUS OF OFFICEWORKING DAYS & HOURS	NO. OF SOFTWARE ENGINEERS	NO. OF HARDWARE STAFF	VAL. OF MIN. STOCK AVAILABLE AT ALL TIMES	LIST OF MODELS & TYPES OF PCs SERVICED IN LAST 2 YEARS

Signature and Seal of Manufacturer/Bidder

University College of Medical Sciences
Dilshad Garden Delhi-110095

List of items to be purchased through Open General Tender 2015-16

Tender Group	S.No.	Name of the Item	Quantity required (in Nos.)	EMD to be enclosed with Technical Bid (In INR)	Page No. of the specification in Tender Document
Ophthalmology	1.	Slit Lamp Imaging System	1	40,000/-	42
	2.	ULTRASOUND A & B	1	20,000/-	43
	3.	Autoref-Keratometer	1	10,000/-	43-44
	4.	Non-Contact Tonometer	1	10,000/-	44
	5.	Radiofrequency Knife	1	2,000/-	44
	6.	LED Keratometer, Bosch & Lomb type	1	5,000/-	44-45
	7.	A Scan Biometer	1	5,000/-	45-46

**University College of Medical Sciences
Open General Tender 2015-16**

Tender Group – Ophthalmology

S. No.	Name of Item	Specification
1.	SLIT LAMP IMAGING SYSTEM	<p>The slit lamp should have the following specifications:</p> <ul style="list-style-type: none"> • Bright illumination provided by LED. • Prismatic stereo microscopic with 6x, 10x, 16x, 25x, 40x magnification with 12.5x eye pieces. • Diameter of the field of view should be from 3-5mm to 31-32mm or more • Slit length should be 1 to 8-14mm continuous. • Slit width should be 0-8mm continuous. • Filters available should be red free, grey, blue and heat absorption. • Eye pieces 12.5x. • Facility to tilt the illumination tower upto 20 degree. • Imaging and documentation software to enable image capturing and store / document the images for future reference along with the patient's clinical data. It should give live display on the monitor for teaching purpose. • Digital camera module for image capture & live display; Digital still imaging capability with High resolution • Suitable fully integrated / dedicated PC should be provided for imaging software, original inbuilt • 1/1.8 inch CCD. • Digital video having High resolution / high definition • USB 3 high speed data transfer. • Original motorized instrument table. <p>System Requirements</p> <ul style="list-style-type: none"> • Facility for editing & playing image with window & IOS. • Facility for exporting & importing image/video. • Constant voltage transformer/UPS compatible with slit lamp. • Must be European CE and US-FDA certified.

2.	ULTRASOUND A & B Scan	<ol style="list-style-type: none"> 1. Display mode: B+A mode, B+B mode, B mode, ZOOM (for probe B 12MHz); A mode - biometry (for probe A 12MHz) 2. Features:- simultaneous connection of heads for A and B presentation, <ul style="list-style-type: none"> • LCD: 512 x 480, zoom adjustment • built-in clock, alphanumeric keyboard with trackball, high resolution 9" LCD monitor, Functional menu, Silicon, intuitive backlight keys <p>B Scan features :- B scanning method: mechanical convex - scanning angle 55° , resolution-axial 0,12mm - range of sensitivity-zoom adjustment 32dB-105dB - TGC control for scan depth - characteristics of processing-logarithmic or linear - 4 memories of B image-2 for right, and 2 for left eye - possibility of choosing line from B-image as A-scan - scan depth for B head: 4cm, 6cm - image orientation: up/down, positive/negative - digital filter HNF, post processing: 3 steps Measurement functions: distance (3 double cursors) ; area, circumference (ellipse), volume (ellipsoid)</p> <p>A Scan Features:- biometry mode: automatic (precise, fast, advanced) or manual - scan range 4cm,- resolution-axial 0,12mm - digital filter, automatic adjustment TGC Measurement functions: - distance ACD, Lens, V (10 sets of measurements for right and left eyes) - SRK II, Binkhorst, Holladay formulas (others available optionally) - possibility to input data about speed in different eye areas - calculation of average measurements ACD, L, V, AXIAL - calculation of average and standard deviation for measurements of individual eye segments - possibility to make measurement of an eye with lens, with intraocular implant, without lens - CE certified and attach certificate for specific model - Compatible constant voltage transformer /UPS compatible</p>
3.	Autoref-Keratometer	<ol style="list-style-type: none"> 1. Refraction range : -35D to + 22D Spherical , upto +/- 10D in cylinder. 2. Keratometry : 30 D to 67 D in 0.25D steps, 5- 10 mm radius of curvature 3. Corneal diameter: 2-14 mm 4. Pupil diameter: minimum 2mm 5. Refratometry and keratometry mode, separate and combined 6. Contact lens fitting simulation 7. Adjustable chin rest 8. Memory of Data : upto 10 readings per eye 9. Auto-tracking mode : for X-Y-Z movement to track the patient's eye automatically.

		<p>10. Color Mode – to be able to take the color images of the eye</p> <p>11. Retro-Illumination mode – to be able to view the retro-illumination view of the patients eye.</p> <p>12. Point Spread Function and acuity aberration calculations.</p> <p>13. Printer facility</p> <p>14. LCD color monitor</p> <p>15. Power supply: AC100 – 240 volts</p> <p>16. Instrument table</p> <p>17. Compatible constant voltage transformer /UPS compatible.</p> <p>18. Must be European CE and US-FDA certified.</p>
4.	Non-Contact Tonometer	<p>Technical specifications: Sliding forehead rest, No chin rest, joystick or elevation controls i.e. completely automated alignment system bright LED array for fast fixation, easy to use Icon based operating system, internal printer to simplify record keeping, clean display of all measurement data, electronic data transfer capability, maintenance free with no bulb to change, IOP measurement range: 0-60 mm Hg, CE certified.</p> <ul style="list-style-type: none"> • Compatible constant voltage transformer /UPS compatible.
5.	Radiofrequency Knife	<p>Specification: Radiofrequency knife used for various ophthalmic plastic surgeries having sparkless integrated circuit of latest technology by the passage of high frequency radio waves [2 megahertz] in a needle tip providing following functions: minimum heat with no charring resulting in least tissue damage, cutting & fulguration, minimum blood loss & pain, shock proof, local anaesthesia is not required on the surface of the skin or in superficial procedures, pin point cutting capability, more pressure - less cutting, no lateral heat, micro-smooth incisions. It should have following features:</p> <ul style="list-style-type: none"> • Hand piece with an active electrode to transmit radio waves – different type of electrode for different applications. • Antenna plate (patient plate) • Monopolar handle • Electrode sets of 7- 10 different types • Foot switch • Hand switch • Carrying case • Bipolar cable • Bipolar forceps • Dimensions of console: 8-9 inch X 7-8 inch X 4-5 inch • Weight: 3 -5 kg • Power input 220 volts +- 10-15 • Power consumption: 150 watts • Frequency: 2 megahertz • Maximum output: HF monopolar-150 watts on 400 ohms load; HF bipolar-100 watts on 100 ohms load; fulguration 100 watts on 1000 ohm
6.	LED Keratometer, Bosch & Lomb type	<ul style="list-style-type: none"> • 15x Eye pieces with adjustable dioptric power of ± 5 diopters • Measuring Range: Dioptric power 36.0 to 52.0 diopters in 0.25 steps, Radius of curvature is 6.4 to 9.5 mm in 0.05 step • Dual eye level sighting system • Axis of corneal astigmatism is 0 to 180 in 5 degree steps • Precise achromatic objective lens

		<ul style="list-style-type: none"> • Adjustable Head and Chin rest with Occluder • LED illumination • Electrical power: AC 220V-240V, 50Hz • Power consumption: 220VA <p>Accessories</p> <ul style="list-style-type: none"> • Dust cover • Six spare Bulb • Calibration Ball • Original motorized table & UPS back up • CE certified/FDA approved <p>Must be European CE and US-FDA certified.</p>
7.	A Scan Biometer	<p>General:</p> <ul style="list-style-type: none"> • Touch screen user interface • Large high Contrast LCD • 5-6 Programmable user profile • Portable Design • Scan viewer archiving software <p>A-Scan Scan Modes:</p> <ul style="list-style-type: none"> • Direct Contact/ Immersion • Manual/ automatic measurements <p>• 5 Examination Modes:</p> <ul style="list-style-type: none"> • Normal • Cataract • Dense cataract • Aphakic • Pseudophakic (5 settings) • Review screen for A-scan/ Measurement review capability <p>Measurements:</p> <ul style="list-style-type: none"> • ACD: 1.5 to 5-6 mm, • Lens thickness: 2-6 mm • Axial length: 15 to 40 mm <p>Available IOL formulas:</p> <ul style="list-style-type: none"> • SRK II; SRK – T; Binkhorst; Holladay; Hoffer-Q; Haigis; Post Refractive IOL Formulas: Larkany myopic regression: Aramberry double-k <p>Immersion capabilities: Clinical accuracy +/-0.1mm; Resolution: 0.01mm Probe type:</p>

		<p>Frequency: 10 MHz -Solid style probe and immersion should be available Inbuilt LED for fixation light Printer: inbuilt printer Port for direct connection to PC Power Requirements:_ Voltage; 100-2240VAC</p> <ul style="list-style-type: none">• Compatible constant voltage transformer /UPS compatible
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