BID DOCUMENT (e - Procurement)

Project <u>Supply of Medical and Surgical Equipments in Trauma Centre, IMS, BHU</u>



Issued On: 04-05-2019

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Checklist for Bid/Tender Submission

(The following check-list must be filled in and submitted with the bid documents)

Pre-	Qualification	Bid
	Quanneation	

Sr. No.	Particulars	Yes/No		
1	Have you attached the techno commercial unpriced bid form duly filled in appropriately?			
2	Have you attached a copy of the last audited balance sheet of your firm			
3	Have you attached the details of the income tax clearance certificate, proof of manufacturing unit/ dealership letter/ general order suppliers and copy of Central / State sales tax registration certificate?			
4	Have you attached the copies of relevant work orders from Govt. Depts. / PSUs and Central Autonomous Bodies?			
5	EMD: Have you submitted EMD asked for (as specified in BDS).			
6	Have you submitted samples of all items indicated in the respective schedule of requirements at the address of tender inviting authority within due date.			
7	Have you enclosed the schedule of requirement indicating the make offered without indicating the pricing components along with the techno commercial unpriced bid?			
8	Have you submitted the bids both techno commercial un-priced and priced bid separately for each tender?			
9	Have you enclosed the statement of deviations from financial terms and conditions, if any?			
Price	Bid			
1	Have you signed and attached the priced bid form?			
2	Have you attached the schedule of requirements duly priced?			

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Part-1 Bidding Procedures

Section I: Instructions for Online Bid Submission

Instructions to the Bidders to submit the bids online through the Central Public Procurement Portal for e Procurement at <u>https://eprocure.gov.in/eprocure/app</u>.

- 1. Possession of valid Digital Signature Certificate (DSC) and enrollment/registration of the contractors/bidders on the e-Procurement/e-tender portal are prerequisite for e-tendering.
- 2. Bidder should register for the enrollment in the e-Procurement site using the "<u>Online Bidder Enrollment</u>" option available on the home page. Portal enrollment is generally free of charge. During enrollment/registration, the bidders should provide only valid and true information including valid email id. All the correspondence shall be made directly with the contractors/bidders through email id as registered.
- 3. Bidder need to login to the site through their user ID/ password chosen during enrollment/registration.
- 4. Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/nCode/eMudra or any other Certifying Authority recognized by Controller of Certifying Authorities (CCA) India on eToken/Smart Card, should be registered.
- 5. The registered DSC only should be used by the bidder in the transactions and should ensure safety of the same.
- 6. Contractor/Bidder may go through the tenders published on the site and download the tender documents/schedules for the tenders.
- 7. After downloading / getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as required, otherwise bid will be rejected.
- 8. Any clarifications may be sought online through the tender site, through the contact details or during pre-bid meeting if any. Bidder should take into account the corrigendum if any published before submitting the bids online.
- 9. Bidder may log in to the site through the secured login by the user id/ password chosen during enrolment/registration and then by submitting the password of the e-Token/Smartcard to access DSC.
- 10. Bidder may select the tender in which he/she is interested in by using the search option and then move it to the 'my tenders' folder.
- 11. From my tender folder, he may select the tender to view all the details uploaded there.
- 12. It shall be deemed that the bidder has read and understood all the terms and conditions before submitting the offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the incomplete bid shall stand rejected.

- 13. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and ordinarily it shall be in PDF/xls/rar/jpg/dwf formats. If there is more than one document, all may be clubbed together and provided in the requested format. Bidders Bid documents may be scanned with 100 dpi with black and white option. It is advisable that each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same if permitted may be uploaded. The file size being less than 1 MB the transaction uploading time will be very fast.
- 14. The Bidders can update well in advance, the documents such as certificates, annual report details etc., under "My Space option" and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
- 15. Bidder should submit the Tender Fee/ EMD as specified in the tender. The hard copy should be posted/couriered/given in person to the Tender Inviting Authority, within bid submission due date and time as indicated in the tender. Scanned copy of the instrument should be uploaded as part of the offer.
- 16. While submitting the bids online, the bidder shall read the terms and conditions and may accept the same to proceed further to submit the bid packets.
- 17. The bidder has to select the payment option as offline to pay the Tender FEE/ EMD as applicable and enter details of the instruments.
- 18. The details of the DD/any other accepted instrument, physically delivered, should tally with the details available in the scanned copy and the data entered during bid submission time, otherwise submitted bid shall not be acceptable or liable for rejection.
- 19. The bidder has to digitally sign and upload the required bid documents one by one as indicated. Very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read, understood and agreed with all clauses of the bid document including General conditions of contract without any exception.
- 20. The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid may be rejected.
- 21. If the price bid format is provided in a spread sheet file like BoQ_XXXX.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Priced-bid/BOQ template shall not be modified / replaced by the bidder; else the bid submitted is liable to be rejected for the tender.
- 22. The bidders are advised to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission due date and time (as per Server System Clock). The TIA shall not be held responsible for any delay or the difficulties faced during the submission of bids online by the bidders.

- 23. After the bid submission (i.e. after Clicking "Freeze Bid Submission" in the portal), the acknowledgement number indicated by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and also be used as entry pass to participate in the bid opening.
- 24. The time settings fixed in the server side and displayed at the top of the tender site, shall remain valid for all actions of requesting, bid submission, bid opening etc., in the e-Tender system. The bidders should follow such time during bid submission.
- 25. All the data being entered by the bidders would be encrypted using Public Key Infrastructure (PKI) encryption techniques to ensure the secrecy of the data. The data entered is not retrievable by unauthorized persons during the bid submission and until the time of bid opening by any person.
- 26. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers' public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 27. The confidentiality of the bids is maintained with the use of Secured Socket Layer (SSL) 128 bit encryption technology. Data storage encryption of sensitive fields is done.
- 28. The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
- 29. For any queries regarding e-Tendering process, the bidders may contact at address as provided in the tender document. Parallely for any further queries, the bidders are advised to contact over phone: **1-800-233-7315** or send an e-mail to <u>cppp-nic@nic.in</u>.

Section II: Instructions to Bidders

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Section II. Instructions to Bidders

A. General

1.	Scope of Bid	1.1	Scope of Work :
			a. Supply of <u>Medical & Surgical Equipments</u> as per Specifications.
		1.2	Throughout these Bidding Documents unless the context otherwise requires:
			a. "in writing" means communicated in written form (e.g. by mail, e-mail, fax, telex) with proof of receipt;
			b. "singular" means "plural" and vice versa; and
			c. "Day" means calendar day.
2.	Corrupt and Fraudulent	2.1	The Purchaser requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section V.
	Practices	2.2	Further in pursuance of this policy, Bidder shall permit and cause its agents (whether declared or not), sub-contractors, sub-consultants, service providers or suppliers to provide access to purchaser to all the accounts, records and other documents relating to submission of the applicant, bid submission (in case prequalified), and contract performance (in case of award), to inspect and to have them audited by auditors appointed by the purchaser.
3.	Eligible Bidders	3.1	A Bidder may be a firm, a company, a limited liability partnership (LLP), a government-owned entity or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent.
		3.2	In the case of a joint venture, all members shall be jointly and severally liable for the execution of the contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the bidding process and during the contract execution in the event the JV is awarded the contract.

- 3.3 A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:
 - a. directly or indirectly controls, is controlled by or is under

common control with another Bidder; or

- b. receives or has received any direct or indirect subsidy from another Bidder; or
- c. has the same legal representative as another Bidder; or
- d. has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or
- e. Participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid shall result in the disqualification of all Bids in which such Bidder is involved. This, however does not limit the inclusion of the same subcontractor in more than one bid; or
- f. any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the bid; or
- g. any of its affiliates has been hired (or is proposed to be hired) by the Purchaser for the contract implementation; or
- h. would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project that it provided or was provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
- i. has a close business or family relationship with a professional staff of the Purchaser (or of the project implementing agency, or of a recipient of a part of the loan) who:
 - (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or
 - (ii) Would be involved in the implementation or supervision of such contract.

3.4 A foreign firm and individual may be ineligible if as a matter of law or regulations, India prohibits commercial relations with the country of bidder.

3.5 A Bidder shall provide such evidence of eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

B. Contents of Bidding Document

4 Sections of Bidding Document 4.1 The Bidding Documents consist of Parts 1, 2, 3 and 4, which include all the Sections indicated below, and should be read in conjunction with any Addenda if any, issued.

Part 1: Bidding Procedures

Section I.	Instructions for Online Bid Submission	
Section II.	Instructions to Bidders	
Section III.	Bid Data Sheet (BDS)	
Section IV.	Prequalification	
Section V.	Policy of University against the Corrupt and fraudulent Practices	

Part 2: Supply Requirements

Part 3: Contract

Section VII.	General Conditions of Contract
Section VIII.	Special Conditions of Contract

Part 4: Bidding and Contract Forms

Section IX.	Bidding Forms
Section X.	Contract Forms

- 4.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.
- 4.3 Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Bid meeting (if any), or Addenda to the Bidding Document. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.
- 4.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information or documentation as required by the Bidding Documents.
- **5** Clarification of 5.1 A Bidder requiring any clarification of the Bidding Document

Bidding Documents, Site Visit, Pre-Bid Meeting shall contact the Purchaser in writing at the Purchaser's address specified in the BDS or raise its enquiries during the pre-bid meeting if provided. The Purchaser will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of bids within a period specified in the BDS. The Purchaser shall forward copies of its response to all Bidders who have acquired the Bidding Documents, including a description of the inquiry but without identifying its source. If so specified in the BDS, the Purchaser shall also promptly publish its response at the web page identified in the BDS. Should the clarification results in changes to the essential elements of the Bidding Documents, the Purchaser shall amend the Bidding Documents following the due procedure.

- 5.2 If so specified in the BDS, the Bidder is advised to visit and examine the project site and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for procurement of Goods. The costs of visiting shall be at the Bidder's own expense.
- 5.3 The Bidder and any of its personnel or agents shall be granted permission by the Purchaser to enter upon its premises and lands upon the express condition that the Bidder, its personnel, and agents shall indemnify the Purchaser against all liability in respect thereof.
- 5.4 If so specified in the BDS, the Bidder's designated representative is invited to attend a pre-bid meeting. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 5.5 The Bidder is advised to submit any questions in writing to reach the Purchaser not beyond one week preceding the meeting.
- 5.6 Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by Bidders, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Documents. Any modification to the Bidding Documents that may become necessary as a result of the pre-bid meeting shall be made by the Purchaser exclusively through the issue of an addendum and not through the minutes of the pre-bid meeting. Absence in the pre-bid meeting shall not be a cause for disqualification of a Bidder.
- 6 Amendment of 6.1 At any time prior to the deadline for submission of bids, the Bidding Document

Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by corrigendum. In case of e-procurement, corrigendum / amendment shall be published on <u>http://eprocure.gov.in/eprocure/app</u>.

- 6.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents from the Purchaser. The Purchaser shall also promptly publish the addendum on the Purchaser's web page.
- 6.3 The Purchaser may, at its discretion to give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, extend the deadline for the submission of bids.

C. Preparation of Bids

- 7 Cost of Bidding 7.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 8 Language of Bid 8.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern.
 - 9.1 The tender/Bid shall be submitted online in two part, viz., Technical Bid and Commercial Bid.

9.1.1 TECHNICAL BID

The following documents are to be scanned and uploaded as part of the Technical Bid as per the tender document:

- (a) Scanned copy of Tender Forms (Techno Commercial Un-Priced Bid) and Tender Acceptance Letter);
- (b) Scanned copy of the completed schedules,
- (c) Scanned copy of Bid Security or copy of proof for

9 Documents Comprising the Bid submission of Tender Document Fee/ Earnest Money Deposit etc.;

- (d) Scanned copy of written confirmation authorizing the signatory of the Bid to commit the Bidder;
- (e) Scanned copy of documentary evidence
 - (i) establishing the Bidder's qualifications to perform the contract if its bid is accepted and
 - (ii) the Bidder's eligibility to bid;
- (f) Scanned copy of
 - (i) documentary evidence, that the Goods and Related Services to be supplied by the Bidder are of eligible origin and
 - (ii) conform to the Bidding Documents, and
 - (iii) any other document required in the BDS;
- (g) Scanned copy of Pre-qualification Details as per Section-IV like PAN/TIN/Sales Tax / Service Tax etc.
- (h) Technical Bid.

All the original documents as well as the original payment instrument like Demand Draft/Bank Guarantee /Pay order or banker cheque of any scheduled bank against Tender Fee/EMD, samples as specified in this tender document have to be sent to the address of the Purchaser mentioned in Bid Data Sheet (BDS) by post/speed post/courier/by hand on or before bid Submission closing date & time. Beyond that the tender shall be summarily rejected without assigning any reason.

9.1.2 COMMERCIAL BID

The commercial bid comprises of :

- (i) Scanned copy of Tender Form (Price Bid)
- (ii) Price bid in the form of BoQ_XXXX.xls.
- (iii) Scanned copy of item wise breakup of price bid.

The Price bid format is provided as BoQ_XXXX.xls along with this Tender Document at <u>http://eprocure.gov.in/eprocure/app</u>. Bidders are advised to download this BoQ_XXXX.xls and quote their offer/rates in the prescribed column. Bidders can quote Basic Price in INR or CURRENCY (for other than INR) but it is mandatory to quote taxes/levies in INR only, in the prescribed column and upload the same in the commercial bid.

9.2 In addition to the above requirements, bids submitted by a

JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all members and submitted with the bid, together with a copy of the proposed Agreement, there to.

- 9.3 The Bidder shall furnish in the Tender Forms information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.
- 10 Tender 10.1 Tender Forms and Price Schedules (Bill of Quantity-BOQ) shall be prepared using the relevant forms furnished in **Forms(Technical** Section IX, Bidding Forms and BOQ provided. The forms and Price) and must be completed without any alterations to the text, and **Price** no substitutes shall be accepted. All blank spaces shall be Schedule(BOO) filled in with the information requested.
 - 11.1 Unless otherwise specified in the BDS, alternative bids shall not be considered.
 - The prices and discounts quoted by the Bidder in the 12.1 Tender Forms and in the Price Schedules (BOQ) shall conform to the requirements specified as under.
 - All lots (contracts) and items must be listed and priced (a) separately in the Price Schedules (BOO).
 - (b) The price to be quoted in the Tender Forms shall be the total price of the bid, excluding any discounts offered.
 - The Bidder shall quote any discount and indicate the (c) methodology for their application in the Tender Forms.
 - Prices quoted by the Bidder shall be fixed during the (d) Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS A bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.
 - 12.2 If so bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise specified in the BDS, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing

- **11** Alternative Bids

Bid Prices and 12 **Discounts**

to offer discounts for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted provided the bids for all lots (contracts) are opened at the same time.

- 12.3 Prices shall be quoted as specified in each Price Schedule (BOQ) as provided. The dis-aggregation of price components is required solely for the purpose of facilitating the comparison of bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible country. Prices shall be entered in the following manner:
 - (a) For Goods manufactured in India:
 - (i) the price of the Goods quoted EXW (ex-works, ex-factory, ex warehouse, ex showroom, or offthe-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;
 - (ii) any sales tax/VAT and other taxes payable on the Goods, if the contract is awarded to the Bidder; and
 - (iii) The price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) as specified in the BDS.
 - (b) For Goods manufactured outside India, to be imported:
 - (i) the price of the Goods quoted under Carriage and Insurance Paid (CIP) Model upto named place of destination in India as specified in the BDS;
 - (ii) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified in the BDS;
 - (c) For Goods manufactured outside India, already imported:
 - (i) the price of the Goods, including the original import value of the Goods; plus any mark-up (or rebate); plus any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported.
 - (ii) the custom duties and other import taxes already paid (need to be supported with documentary

evidence) or to be paid on the Goods already imported;

- (iii) the price of the Goods, obtained as the difference between (i) and (ii) above;
- (iv) any sales and other taxes which will be payable on the Goods if the contract is awarded to the Bidder: and
- (v) The price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified in the BDS.
- (d) for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:
 - The price of each item comprising the Related (i) Services (inclusive of any applicable taxes).
- The currency(ies) of the bid and the currency(ies) of 13.1 payments shall be as specified in the BDS. The Bidder shall quote in Indian Rupees the portion of the bid price that corresponds to expenditures incurred in Indian Rupees, unless otherwise specified in the BDS.
 - 14.1 To establish Bidder's their eligibility, Bidders shall complete the Tender Form (Techno Commercial Un-Priced Bid & Priced Bid), included in Section-IX, Bidding Forms.
 - 14.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:
 - (a) that, if required in the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IX, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in India;
 - (b) that, if required in the BDS, in case of a Bidder not doing business within India, the Bidder is or will be (if awarded the contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
 - (c) That, the Bidder meets each of the qualification criterion.

- 13 **Currencies of Bid** and Payment
- **14** Documents **Establishing the Eligibility and Qualifications of** the Bidder

15 Period of Validity of Bids

16 Bid Security

- 15.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non –responsive.
 - 15.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting its Earnest Money Deposit (EMD). A Bidder acceding to the request will neither be required nor permitted to modify the bid.
 - 15.3 Bid evaluation will be based on the bid prices without taking into consideration the above modifications.
- 16.1 The Bidder shall furnish as part of its bid, a bid security, as specified in the BDS, in original form the amount and currency as specified in the BDS.
 - 16.2 If a bid security is specified, the bid security shall be a demand guarantee in any of the following forms at the Bidder's option:
 - (a) an unconditional guarantee issued by a bank or financial institution (such as an insurance, bonding or surety company);
 - (b) an irrevocable letter of credit;
 - (c) a banker's cheque or Demand Draft ; or
 - (d) any other security as specified in the BDS,

of a reputed source from an eligible country. If the unconditional guarantee is issued by a financial institution located outside India, the issuing financial institution shall have a correspondent financial institution located in India to make it enforceable The bid security shall be valid for forty five (45) days beyond the original validity period of the bid, or beyond the extended period.

- 16.3 If a Bid Security is specified, any bid not accompanied by a substantially responsive Bid Security, shall be rejected by the Purchaser as non-responsive.
- 16.4 If a Bid Security is specified, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security.
- 16.5 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the contract and furnished the required performance

security.

- 16.6 The Bid Security of the bidder may be forfeited or the Bid Securing Declaration executed:
 - (a) if he withdraws from the bid during the period of bid validity specified by the Bidder on the Tender Forms, or any extension thereto provided by the Bidder ; or
 - (b) if he being successful Bidder fails to:
 - (i) sign the Contract; or
 - (ii) furnish a performance security.
- 16.7 The bid security of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted into a legally enforceable entity at the time of bidding, the bid security shall be in the names of all members as named in the letter of intent.

D. Submission and Opening of Bids

- 17 Sealing and Marking of Bids
 17.1 The Bidder shall submit the bids electronically, through the e-procurement system (<u>http://eprocure.gov.in/eprocure/app</u>). Any document submitted through any other means will not be considered as part of the Bid except for the Originals as asked for in this tender.
- 18 Deadline for Submission of Bids
 18.1 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 19 Late Bids
 19.1 The e-Procurement system would not allow any late submission of bids after due date and time as per server system. After electronic online proposal submission, the system generates a unique identification number which is time stamped. This shall be treated as acknowledgement of the proposal submission
- 20 Withdrawal, Substitution, and Modification of
 20.1 A Bidder may withdraw, substitute, or modify its bid on the e-procurement system before the date and time specified but not beyond.
 20.2 Nu bid the substitute of the subst
 - 20.2 No bid may be withdrawn, substituted, or modified 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 Tender Forms or any extension thereof Modification/Withdrawal of the Bid sent through any other

means shall not be considered by the Purchaser.

- 21 Bid Opening 21.1 The Purchaser shall open the bids as per electronic bid opening procedures specified in Central Public Procurement Portal (CPPP) at the date and time specified. Bidders can also view the bid opening by logging on to the e-procurement system. Specific bid opening procedures are laid down at <u>http://eprocure.gov.in/eprocure/app</u> under the head "Bidders Manual Kit". The tenderer/bidder will be at liberty to be present either in person or through an authorized representative at the time of opening of the Bid or they can view the bid opening event online at their remote end. Price Bids of only those tenderers shall be opened whose technical bids qualify.
 - 21.2 The withdrawn bid will be available in the system therefore will be considered, If bidder once withdraws the bid then he will not be able to participate in the respective tender again. Modification to the bid shall be opened and read out with the corresponding bid. Only bids that are opened and read out at bid opening shall be considered further.
 - 21.3 The Purchaser shall prepare a record of the bid opening that shall include; the name of the Bidder; whether there is a withdrawal, substitution, or modification; the Bid Price including any discounts and alternative bids; and the presence or absence of a bid security, if one was required. The Bidders' representatives who are present in the office of the Purchaser to witness the bid opening shall be requested to sign the record. The omission/refusal of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be made available on the e-procurement system.

E. Evaluation and Comparison of Bids

- **22 Confidentiality** 22.1 Information relating to the evaluation of bids and recommendation of contract award shall not be disclosed to bidders or any other persons not officially concerned with the bidding process until information on Contract Award is communication to all Bidders.
 - 22.2 No Bidder shall contact the purchaser on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Purchaser it should be done in writing.
 - 22.3 Any effort by a Bidder to influence the purchaser in its decisions on bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid.

- 23 Clarification of Bids
- 23.1 To assist in the examination, evaluation, comparison of the bids, and qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids.
- 23.2 If a Bidder does not provide clarifications of its bid by the date and time set in the Purchaser's request for clarification, its bid may be rejected.
- 24 Determination of Responsiveness
- 24.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself.
- 24.2 A substantially responsive Bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:
 - (a) if accepted, would
 - (i) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
 - (ii) limit in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or
 - (b) if rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 24.3 The Purchaser shall examine the technical aspects of the bid submitted in accordance with instructions specified in tender document, in particular, to confirm that all requirements enumerated in the 'Schedule of Requirements' Section-VI have been complied with, without any material deviation or reservation or omission.
- 24.4 If a bid is not responsive to the requirements of Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation or omission.
- **25** Conversion to 25.1 For evaluation and comparison purposes, the currency(ies)

Single Currency of the Bid shall be converted in a single currency as specified in the BDS.

- 26 Margin of
Preference26.1 Unless otherwise specified in the BDS, a margin of
preference shall not apply.
- 27 Evaluation of Bids 27.1 The Purchaser shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.
 - 27.2 To evaluate a Bid, the Purchaser shall consider the following:
 - (a) evaluation will be done for Items or Lots (contracts), as specified in the BDS; and the Bid Price
 - (b) price adjustment due to discounts offered;
 - (c) converting the amount resulting from above, if relevant, to a single currency;
 - (d) price adjustment due to quantifiable nonmaterial nonconformities in;
 - 27.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.
 - 27.4 The Purchaser's evaluation of a bid shall exclude and not take into account:
 - (a) in the case of Goods manufactured in the India, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;
 - (b) in the case of Goods manufactured outside India, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Bidder;
 - (c) any allowance for price adjustment during the period of execution of the contract, if provided in the bid.
 - 27.5 The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids.
- 28 Comparison of Bids
- 28.1 The Purchaser shall compare the evaluated prices of all substantially responsive bids established to determine the lowest evaluated bid. The comparison shall be on the basis

of CIP-Carriage and Insurance Paid to (place of destination) prices for imported goods and EXW - Ex Works (named place of delivery) prices, plus cost of inland transportation and insurance to place of destination, for goods manufactured within India, together with prices for any required installation, training, commissioning and other services. The evaluation of prices shall not take into account custom duties and other taxes levied on imported goods quoted CIP and sales and similar taxes levied in connection with the sale or delivery of goods.

- **29 Oualification of** 29.1 The Purchaser shall determine to its satisfaction whether the the Bidder Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid meets the qualifying criteria.
 - 29.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder.
 - 29.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's qualifications to perform satisfactorily.
- The Purchaser reserves the right to accept or reject any bid, 30.1 and to annul the bidding process and reject all bids at any to Accept Any Bid, and to Reject Any time prior to contract award, without thereby incurring any or All Bids liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.

F. Award of Contract

- 31 Award Criteria 31.1 The Purchaser shall award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided the Bidder is determined to be qualified to perform the Contract satisfactorily.
- At the time the Contract is awarded, the Purchaser reserves 32 Purchaser's Right 32.1 to Vary Ouantities the right to increase or decrease the quantity of Goods and at Time of Award Related Services originally specified in Section VI, Schedule of Requirements, provided this does not exceed the percentages specified in the BDS, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.

30 Purchaser's Right

- 33 Notification of Award
 33.1 Prior to the expiration of the period of bid validity, the Purchaser shall, notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance") shall specify the sum that the Purchaser will pay the Supplier in consideration of the supply of Goods (hereinafter and in the Conditions of Contract Forms called "the Contract Price"). At the same time, the Purchaser shall also notify all other Bidders of the results of the bidding.
 - 33.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
 - 33.3 The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after notification of award, requests in writing the grounds on which its bid was not selected.
 - 34.1 Promptly after notification, the Purchaser shall send the successful Bidder the Contract Agreement.
 - 34.2 Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.
 - 34.3 Notwithstanding anything contained in clause 34.2, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Purchaser, or to the use of the products/goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/goods, systems or services, the Bidder shall not be bound by its bid, always provided however, that the Bidder can demonstrate to the satisfaction of the Purchaser that signing of the Contact Agreement has not been prevented by any lack of diligence on the part of the Bidder in completing formalities. including applying for permits. anv authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract.
- 34 Signing of Contract

- 35 Performance Security
- 35.1 Within twenty eight (28) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the General Conditions of Contract (GCC), using for that purpose the Performance Security Form included in Section-X, Contract Forms, or another Form acceptable to the Purchaser. If the Performance Security furnished by the successful Bidder is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Bidder to be acceptable to the Purchaser. A foreign institution providing a bond shall have a correspondent financial institution located in India.
- 35.2 Failure of the successful Bidder to submit the abovementioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose bid is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

Section III. Bid Data Sheet (BDS)

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). In case of inconsistency, the provisions herein shall prevail over those in ITB.

Serial No.	A. General	
1	The reference number of the Invitation for Bids is	
	BHU/IMS/TC/N-1/2019/09 Dated: 04-05-2019	
2	The Purchaser is Professor In-Charge, Trauma Centre, IMS, BHU, Varanasi	
3	Maximum number of members in the JV shall be: 4	

Serial No.	B. Contents of Bidding Documents		
4	For Clarification of bid purposes only, the Purchaser's address is The Professor I Charge, Trauma Centre, IMS, BHU, Varanasi – 221005		
	Attention	: Prof. Sanjeev Kumar Gupta	
	Address	: The Professor In-Charge, Trauma Centre, IMS	
		BHU, Varanasi.	
	Floor/ Room number	: -	
	City	: Varanasi	
	ZIP Code	: 221005	
	Country	: India	
	Telephone	: 91-542-2366187(Extn.)	
	Facsimile number	: 91-542-2366444	
	Electronic mail address	: <u>osdtraumabhu@gmail.com</u>	
5	Web page	: <u>http://eprocure.gov.in/eprocure/app</u>	
6	A site visit shall not be organized by the purchaser.		
7	A Pre-Bid meeting	: YES	

Serial No.	C. Preparation of Bids	
8	The language of the bid is: English or Hindi.	
	All correspondence exchange shall be in English or Hindi language.	
	Language for translation of supporting documents and printed literature is English or Hindi.	
9	The Bidder shall submit the following additional documents in its bid: NA	
10	Alternative Bids shall not be considered.	
11	The prices quoted by the Bidder shall not be subject to adjustment during the performance of the Contract.	
12	Place of Destination: Office of Professor In-Charge, Trauma Centre, IMS, BHU, Varanasi	
13	Final destination (Project Site): Office of Professor In-Charge, Trauma Centre, IMS, BHU, Varanasi	
14	The prices shall be quoted by the bidder in : Currency of Principal's Country (Preferably in Indian Rupees) The Bidder is required to quote in Indian Rupees (INR), the portion of the bid price that corresponds to expenditures incurred in Indian Rupees (INR).	
15	Manufacturer's authorization is Required	
16	After sales service is Required.	
17	The bid validity period shall be 120 days .	
18	EMD/Bid security shall be paid @ 2.5% of the estimated value(s) of quoted items or Rs. 2,50,000/- whichever is higher by the way of Bank Guarantee (BG)/FDR in favour of the Registrar, Banaras Hindu University, Varanasi-221005 and should be valid for a period of 60 days beyond the BID validity period. All tenders received without EMD/Bank Security shall be summarily rejected. TENDER FEE: Rs.1000/- in the form of D.D in favour of Registrar, BHU,	
	Varanasi.	
19	Other types of acceptable securities: NA	

Serial No.	D. Submission and Opening of Bids							
20	For bid submission purposes only, the Purchaser's address is The Professor Charge, Trauma Centre, IMS, BHU, Varanasi – 221005							
	Attention : Prof. Sanjeev Kumar Gupta							
	Street Address	: Professor In-Charge, Trauma Centre, IMS, BHU,						
	Varanasi, U.P.							
	City	: Varanasi						
	ZIP/Postal Code	: 221005						
	Country	: India						
	The deadline for bid su	The deadline for bid submission is:						
	Date	: 03 June, 2019						
	Time	: 05:00 PM						
	The electronic bidding opening procedures shall be as given in Section I-Instructions for Online Bid Submission.							
21	The bid opening shall take place at Committee Room, Office of Director BHU, Varanasi							
	Street Address	: Banaras Hindu University, Varanasi						
	Floor/ Room number	: Director Office						
	City	: Varanasi						
	Country	: India						
	Date	: 05 June, 2019						
	Time	: 03:00 PM						
	The electronic bidding for Online Bid Submiss	opening procedures shall be as given in Section I-Instructions sion.						

Serial No.	E. Evaluation and Comparison of Bids						
22	The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is: Indian Rupees						
	The source of exchange rate shall be: Reserve Bank of India.						
	The date for the exchange rate shall be: Last day for submission of Bids.						
23	A margin of domestic preference shall apply.						
24	Evaluation will be done for concerned equipment.						
	Note: Bids will be evaluated for each item and the Contract will comprise the item(s) awarded to the successful Bidder.						

Serial No.	F. Award of Contract
25	The maximum percentage by which quantities may be increased is: NA
	The maximum percentage by which quantities may be decreased is: NA

Section IV. Prequalification

- 1. A notarized affidavit by the firm that it has never been black-listed must be attached along with the Bid, failing which the Bid shall be rejected.
- 2. Profile of each Bidder and past experience in supply of the material (certificates to be enclosed), proof of manufacturing Unit/Dealership letter and general order supplier. Manufacturer's authorization certificate as prescribed in Section IX in case bidder is not manufacturer.
- **3.** List of other Govt. Departments, Public Sector units and Central Autonomous Bodies for which the bidder is supplying material or having the similar type of contracts and a certificate regarding the satisfactory performance of the contract.
- **4.** Copy of the audited balance sheet of the bidder for the previous three financial years indicating the turnover in supply of the material.
- 5. True copy of Permanent Account Number.
- 6. Details of Sales Tax / VAT along with a copy of certificate to be attached.
- 7. Service Tax No. along with copy of certificate.
- 8. TIN along with copy of certificate.
- **9.** Submission of samples for Technical Evaluation, if required, for all items indicated in the schedule of requirements. The make of items proposed to be supplied should be indicated in the format of the schedule of requirements and submitted along with the techno commercial unpriced bid without indicating the pricing components.
- 10. Willingness to execute all orders which are placed to meet emergency requirement on priority basis. The Bidder shall note that standards for workmanship, material and equipment, and references to brand names designated by the Purchaser in the schedule of requirements are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalogue numbers in his bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

Section V. Policy of University against the Corrupt and Fraudulent Practices

University strictly adheres to its policy against corruption and requires that bidders and their agents, subagents, sub-contractors, suppliers etc. shall not indulge in any kind of corrupt practices, fraudulent practices, collusive practices, coercive practices, obstructive practices or other kinds of corruption declared as crimes under Indian law.

a) If bidder or their agents, subagents, sub-contractors, suppliers etc. are found, directly or indirectly, involved in such practices, bid or agreement and execution thereof at any stage may be rejected or cancelled as the case may be by the University and besides it, University may initiate legal actions including civil and criminal proceeding.

For the purpose of this provision the terms are defined as follows:

- (i) "Corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;¹
- (ii) "Fraudulent Practices" is any act or omission including a misrepresentation which knowingly or recklessly made to mislead another party to obtain financial or other benefit or to avoid an obligation;²
- (iii) "Collusive Practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;³
- (iv) "Coercive Practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;⁴
- (v) "Obstructive Practice" is deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.

¹ For the purpose of this sub-paragraph, "*another party*" refers to a public official acting in relation to the procurement process or contract execution. In this context, "*public official*" includes university staff and employees of other organizations taking or reviewing procurement decisions.

 $^{^{2}}$ For the purpose of this sub-paragraph, "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

³ For the purpose of this sub-paragraph, "party" refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

⁴ For the purpose of this sub-paragraph, "party" refers to a participant in the procurement process or contract execution.

b) Besides actions under clause (a) University may also take action to blacklist such bidder either indefinitely or for a specified period.

Part-2 Supply Requirements

Section VI. Schedule of Requirements

Contents

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2.	List of Related Services and Completion Schedule	39
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Line	Description of	Quantity	Physical	Final	Delivery (as per Incoterms) Date		
Item N°	Goods		unit	(Project Site) Destination as specified in BDS	Earliest Delivery Date	Latest Delivery Date	Bidder's offered Delivery date [to be provided by the bidder]
[insert item No]	[insert description of Goods]	[insert quantity of item to be supplied]	[insert physical unit for the quantity]	[insert place of Delivery]	[insert the number of days following the date of effectiveness the Contract]	[insert the number of days following the date of effectiveness the Contract]	[insert the number of days following the date of effectiveness the Contract]
1.	1000 mA digital Radiography (D.R) System	1.00	Nos.	As per tender documents	30 Days	45 Days	
2.	GENERAL INSTRUMENTS	1.00	Set	As per tender documents	30 Days	45 Days	
3.	C-ARM IMAGE INTENSIFIER	2.00	Nos.	As per tender documents	30 Days	45 Days	
4.	Battery Drill System	1.00	Nos.	As per tender documents	30 Days	45 Days	
5.	OT Table Electro Hydraulic	2.00	Nos.	As per tender documents	30 Days	45 Days	
6.	Power hand drill with card attachment	2.00	Nos.	As per tender documents	30 Days	45 Days	
7.	Neuro- Endoscope Surgery Set with HD camera system	1.00	Nos.	As per tender documents	30 Days	45 Days	
8.	Negative Pressure Wound Therapy System with Irrigation Mode	2.00	Nos.	As per tender documents	30 Days	45 Days	

9.	Flexible	1.00	Nos.	As p	ber	30 Days	45 Days
	Fiberoptic	1.00	11051	tender		e o 2 ajs	
	Bronchoscope			documen	nts		
	(Olympus)						
10.	Liposuction set	1.00	Nos.	As p	ber	30 Days	45 Days
	•			tender	-		
				documen	nts		
11.	Magnifying	3.00	Nos.	1	per	30 Days	45 Days
	Loupes			tender			
				documen	nts		
12.	Carbon	1.00	Nos.	1	per	30 Days	45 Days
	Dioxide Laser			tender			
				documen			
13.	General Plastic	2.00	Nos.	-	per	30 Days	45 Days
	Surgical			tender			
	instruments			documen			
14.	Microsurgical	3.00	Nos.	1	per	30 Days	45 Days
	Instruments			tender			
	Sets			documen			
15.	Hair transplant	2.00	Nos.	-	per	30 Days	45 Days
	set			tender			
1.6		1.00		documen		20.5	
16.	Mini C-arm	1.00	Nos.	1	per	30 Days	45 Days
				tender			
17		2.00	NT	documen		20.5	45.0
17.	Maxillofacial	2.00	Nos.	-	per	30 Days	45 Days
	Set			tender			
10	NY.	2.00	NT	documen		20.D	45 D
18.	Nerve	2.00	Nos.	-	per	30 Days	45 Days
	Stimulator			tender			
	Locater &			documen	its		
	Mapper						

1. List of Goods and Delivery Schedule

2. List of Related Services and Completion Schedule

Service	Description of Service	Quantity ¹	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
[insert Service No]	[insert description of Related Services]	[insert quantity of items to be supplied]	[insert physical unit for the items]	[insert name of the Place]	[insert required Completion Date(s)]

1. If applicable

3. Technical Specifications

"Summary of Technical Specifications"

List of Instruments/Equipments

Item	Name of Items	Quantity
No.		
1	1000 mA digital Radiography (D.R) System	1
2	GENERAL INSTRUMENTS	1
3	C-ARM IMAGE INTENSIFIER	2
4	Battery Drill System	1
5	OT Table Electro Hydraulic	2
6	Power hand drill with card attachment	2
7	Neuro-Endoscope Surgery Set with HD camera system	1
8	Negative Pressure Wound Therapy System with Irrigation Mode	2
9	Flexible Fiberoptic Bronchoscope (Olympus)	1
10	Liposuction set	1
11	Magnifying Loupes	3
12	Carbon Dioxide Laser	1
13	General Plastic Surgical instruments	1
14	Microsurgical Instruments Sets	3
15	Hair transplant set	1
16	Mini C-arm	1
17	Maxillofacial Set	2
18	Nerve Stimulator Locater & Mapper	2

Item 1. Specifications for 1000 mA digital Radiography (D.R) System

A fully integrated digital X-Ray system having 2 out of 3 major components (X-Ray tube, X-Ray generator & flat panel detector) from the same principal manufacturing company. The system should have detectors; one wireless in the patient table and one fixed in the Bucky wall stand with one integrated control console capable.

Generator:

- Multiples processor controlled high frequency generator with output power 80 kw or more.
- mAs 0.5 -800 or more in atleast 30 steps.
- K V should be 1000 mA or more
- It should have automatic exposure control (AEC) device.
- Tube overload protection should be available.
- A timer should provide for accurately time exposures over the range of 0.002 seconds to aty least 10 seconds, in not less than 60 steps of radiographic time adjustments.

X-Ray tube & collimator

- The X-Ray tube should be high speed rotating anode (at least 9000 RPM), compatible with the generator over all k V and mAs ranged and variable combinations.
- Tube with anode heat storage capacity 400 KHU or more.
- Maximum anode heat dissipation rate, not less than 2000HU\s
- It must have dual focus facility (small focus of 0.6mm square and large focus of atleast 1.2-mm square.
- The target diameter should be 100 mm pr more.
- Motorized collimator with light field indicator with total filtration of at least 1 mm A1.

Ceiling mount and column support

- Ceiling suspended tube support with auto tracking should be provided. Movements should be automated / motorized (preferably in 5-azes). It should allow three dimensional movements of the tube head covering a huge area. A LDC display screen should be available on X-ray tube for control and display of multiple functions like tube angle, SID, etc.
- Stand should have longitudinal, transverse and vertical movement.
- Movements of stand should be motorized.
- Longitudinal movement: more than 3500 mm
- Transverse movement: more than 2000 mm

- Vertical up\down movement: more than 1500 mm
- Tube head rotation should be possible along its
- Horizontal axes (at least +/- 120 degrees with lock positions at 00 and+-900)
- Vertical axes (at least +/- 150 degrees).
- Electromagnetic locks should be available for safety.

Detector system

- Fixed 178*17 inch detector one for vertical stand and one for table.
- Cesium iodide detector should be provided, however other latest technological advances maybe considered with reasonable justification maybe admissible by technical committee.
- Matrix of 2000*2000 or more.
- Pixel size should be at least 150 microns or smaller
- DQE (Detector Quantum Efficiency) should be more than 52% at 0.05 1p/mm.
- Image should be available for viewing in not more than 5 seconds whole cycle time should not exceed 10seconds.
- Weight should be less than or equal to 8 kilograms.

Universal vertical Bucky/chest stand

- Vertical Bucky stand should preferably be movable.
- The vertical Bucky stand system should have auto stitching module and software.
- The unit should be provided with vertical Bucky with tilt facility.
- Bucky should have removable / retractable movable grid with minimum grid ratio of 10:1 or better. Chest X-Ray pr paediatric X-Ray should be possible by removing the grid.
- The vertical Bucky stand should accommodate an integrated solid state detector of size at least 42cm*42cm.
- Tilt of Bucky should be possible between at least -15 degrees to +80 degrees (preferably motorized).
- Automatic tracking of tube and detector and automatic centring of –ray tube should be possible in vertical direction.
- Vertical Bucky should be height adjustable (at least 150cm).

• All the movements of the vertical Bucky stand and Bucky should be locked by electromagnetic lockable.

Patient table

- Fixed horizontal 4-way floating tabletop of size at least 200*80 cm.
- Transverse and longitudinal movements of the tabletop be locked by electromagnetic locks.
- Movements of table should be motorized: transverse movements: ± 13 cm or more, longitudinal movements: ±45 cm or more.
- Height adjustment facility should be available with at least 30 cm lift. Lowest height should be lesser than 55 cm.
- Maximum weight carrying capacity for the table during up/down movement should be more than 200kg.
- The table Bucky should have removable/retractable moving grid of 10:1 grid ratio or better.
- Automatic tracking of table Bucky should be providing if available.
- It should have facility to accept all types of cassettes including 17*17 inches.
- Separate wireless detachable detector compatible with table Bucky should be active detector matrix.

Console and image processing workstation

- The digital work station should be based on the latest high-speed microprocessor with at least 4 GB RAM, S-ATA drive and capacity for storage of at least 4000 images. CD/DVD reader/ writer /USB facility for exporting images should be available.
 - It should have facility for acquiring images from the detector system.
 - It should have digital image processing technology and software.
- It should be providing with 19" or larger size anti-glare color display with matrix of at least 1024*1024.
- Following should be possible
 - Digital display of k V & mAs
 - \circ Selection of KV & mAs
 - Anatomical programming radiography: at least 200 pre-programmed organ programs

- Should be available with permission to alter pre-set parameters when should be available with permission to alter pre-set parameters when necessary with a password. Certain free user definable presets should be available.
- Exposure control.
 - Preview image should be available in seconds or less.
 - Processed image should appear in 10 seconds pr less.
 - Automatic image optimization should be available.
 - Image harmonization algorithms for uniform images should be available.
 - Preset image processing tools for different anatomy should be available.
- Post processing functions must be available like image cropping, rotation, vertical and horizontal reversal, windowing for contrast / brightness, black / white image quantification with angle distance measurements should be available.
- The workstation should be DICM compatible and have networking capability for delivering images electronically to HIS/RIS/PACS, remote work stations, mage archives and printers.

Accessories

The following essential accessories to be provide with the unit:

- One dry laser printer of at least 500 dpi- it should be DICOM ready and should be provided with multiple film tray should be active (14"X17",11"× 14" and 8"X 10"). The vendor should connect this printer with other existing DICOM equipment's in the department. Two sets of each of the film sizes should be provided.
- Standard accessories should be provided including: abdominal binder' hand grips for patient table, Bucky wall stand and x-ray tube, foot switch for table height adjustment and table top float release, switches for table control, mobile and lateral detector holders.
- Other accessories to be provided: 3 light weight lead aprons, 3 No(s) of thyroid shield
- Operating manual should be provided with the machine.
- Voltage stabilizer of required capacity for complete digital radiography system should be provided. Stabilizer make should be specified.
- Online UPS of stabilizer rating with at least 30 minutes back up time for the digital running mode and not only standby.
- Requisite air-conditioning unit: two units of 1.5 tons each.

Essential requirements

- 5 years comprehensive guarantee & thereafter CMC rated to be quoted for next 5 years (on all components of the equipment).
- Vendor should be of repute and should have similar equipment installation in at least one government institution (provide certificates) G.O.I e-tender procedures.
- The system should have US FDA and European CE certification for all components and for the equipment as such.
- AERB approval for the system and the X-Rat tube is a must, type approval certificate should be provided. N case of AERB approval not being available for certificate should be provided. In case of AERB should be made available.
- Please note that the AERB registration of the equipment, the location approval (with map and drawings) and attaining the final licensee of operation shall be the responsibility of the vendor. The department of radiology shall co-operate where ever mandatory.
- The installation should be completed within 3 months of site handing over with permanent electric and water source.
- The entire process and cost of installation should be borne by the vendor; the university shall provide any necessary permissions and letter of support as and when required.
- An uptime guarantee of 95% has to be given on all components (except for airconditioner and laser camera) failing which a downtime clause may be activated by the university. This shall be calculated in terms of loss of revenue reduction in CMC cost for each percent loss of uptime. The downtime log should be provided by the vendor after every preventive maintenance service visit.
- The safety performance of the unit shall conform to IEC-60601-1-2006 (or latest).the quality management systems shall conform to ISO13485 (or latest).

Item 2. Specifications for GENERAL INSTRUMENTS

S. No	Name of the Instruments	Quantity
1	Sponge holder 10 inch	30
2	Metzenbaum scissor 8"	32
3	Mayo's scissor straight	30
4	Thoracotomy Set	2 Set
5	Laparotomy Set	4 Set

5years Comprehensive Warranty. Equipment/ Instruments must be US FDA approved.

Item 3. Specifications for C-ARM IMAGE INTENSIFIER

C-Arm	SPECIFICATIONS OF C-ARM IMAGE INTENSIFIER
Image Intensifier	A Mobile C-Arm Image Intensifier suitable for use in Operation Theatres for Surgical procedures should be provided with flat panel.
	A) IMAGE INTENSIFIER:
	1. Image Intensifying Tube: 9 Inches, Triple Field.
	2. CCD Camera: High Resolution Compact CCD Camera.
	3. Monitor (2 Nos): 17" -19" Monitor along with a trolley.
	B) <u>C-ARM MOVEMENTS:</u>
	1. Rotation: \pm 180 Degrees.
	2. Up/Down Movement Motorized: At least 300mm or more.
	3. Horizontal Travel: At least 180 mm or more4. Arc Orbital Movement: At least 110 Degrees or more.
	5. Wig Wag: ±12.5 Degrees.
	6. Source to Image distance should be more than 900mm.
	7. Depth of "C" should be 480 mm or more.
	C) <u>X-RAY GENERATOR:</u>
	1. High Frequency (40 KHz)
	2. Output power should be at least 5KW or more
	3. Rotating Anode Tube of focal spot 0.3mm & 0.6mm.
	 4. Radiographic mA upto 100mA 5. Fluoroscopic mA: 0.1- 5mA (Normal Mode), Pulsed Fluoro for High definition Fluoro
	should be upto 10 mA.
	D) <u>CONTROL:</u> Control should have the following:
	 LCD display should be 20 x 3 (column x rows) display on which KV, mAs, fluoro time, FmA, I.I ZOOM and error inter lock display for KV, filament, thermal are displayed on wide angle LCD. An inbuilt Radiographic Timer to select mAs in steps for more than 200mAs.
	3. A 5 minutes cumulative Timer with Buzzer.4. Fluoro mA from 0.1-5 mA, continuously variable.
	5. Monoblock Temp. Sensor: Thermal Safety cut off.
	6. Provision must exist on Control Panel for easy identification of faults, to minimize the downtime.
	7. Servo Voltage Stabilizer: A Servo Voltage Stabilizer with suitable rating is Provided.
	8 Automatic Brightness Control: Provided to operate the machine in automatic mode for hands free operation.
	9. Collimator should be provided.
	10. Emergency Fluoro to be provided.
	E) <u>MEMORY SYSTEM</u> should include the following: -
	2 Monitors System for LIH, LIVE and Stored Images.
	 Permanent Image Storage capacity of Approx. 10,000 Images.
	 50 Temporary Image Storage for quick review.
	 CD writer to Store Images on CD for giving it to Patients.
	• Flicker free Images on a flat Screen.

	
•	32 Bit Image Storage for Excellent Resolution.
•	Image Sharpening (Real-time or Stored Images).
•	Image Rotation.
•	Colorized Images.
•	Dynamic contrast control (Gray Level Stretch).
•	Negative Images (Gray Level Invert).
•	Frames Averaging for smoothing of Images. (Real time) 256 frames.
•	32 Bit at 800 x 600 resolutions.
•	Digital Subtraction of Images.
•	QUAD view (4 Images on Monitor).
•	Cine Loop of 500 frames (Multiple Cine Loops can be stored permanently).
•	Variably frame Rate of 2, 5, 10, 15 frames per second for cine Loop.
	Image orientation: Left/ Right – Top/ Bottom.
	Patient's Name, Operator Name, Hospital Name, Date & Time display on Monitor.
	Images can be stored in folders of Individual patient's Name.
	Quick exploration of Stored Images.
	ON Screen Help Mode.
•	-
•	Negative Images (Gray Level Invert).
•	ON Screen Measurements – Length (X & Y) & Area.
•	Area of Interest Marker.
•	Contrast enhancement of Area of Interest.
•	Histogram of Area of Interest.
•	Facility for Image Printing.
•	Text annotations and provision of removal of all text from the image.
•	Automatic capture and storage of cine loop with cine foot switch
•	Offset and gain adjustments for improved image quality.
•	Thumb nail use of complete study
•	Frame by frame review.
•	Printing options in different formats (Frames of different loops can be printed on the same sheet, 1x1, 1x2, 1x4, 1x8 formats)
•	Frame rate selection
•	LAN connectivity.
•	DICOM Compatible.
F) P o	wer requirement: The unit should be operable on Single Phase 230 V \pm 10% AC, 50 Hz
G) <u>Ot</u>	her Requirements:
•	The Equipment must be European CE Certified.
	The company must be ISO & EN ISO certified.
•	The unit should be approved by AERB.
•	The company should have proven trade record in Govt. Sector.
•	The company should have service centre locally.

Item 4. Specifications for Battery Drill System

Dattany D	
•	rill The Cannulated Battery handpiece
System	
	The diameter of cannulation 4 mm
	Weight of handpiece 1300 gm with Battery
	Power of the system 170 W
	Maximum speed with attachments 1500 rpm
	There separate forward and reverse triggers
	Handpiece compatable with radiolucent drive
	Instant change between clockwise and counterclockwise rotation possible
	The system fully autoclavable
	All Attachments can be fitted on single handpiece
	Reliable protection of soft tissue with integrated oscillation mode
	Power Module
	Has Li-Ion batteries, control unit & motor inside
	Mode Selector Switch to select Drilling/Reaming, Saw, Oscillating Drill mode
	There a display indicating the battery capacity status
	Button to diagnose errors in the system
	Weight of module 700-800 gm
	Lid for Hand piece
	Fully autoclavable
	Weight of Lid 80 gm
	For holding and preventing fall of Power Module from the Hand piece
	Mode Selector Switch to select Drilling/Reaming, Saw, Oscillating Drill mode
	Mode Selector Switch to select Drining/Rearning, Saw, Oscillating Drin mode
	Batteries
	Battery Litium Ion battery with a minimum life of 1000 cycles
	No self discharging of batteries and no memory effect there in the batteries
	The capacity of the Battery 1.2 Ah
	Maximum charging time between < 60 min
	Battery voltage 25.2V
	Batteries are Safe and easy to handle in the operation theatre
	Sterile Cover
	Made of Stainless steel
	Fully autoclavable
	For sterile transfer of Power Module to Battery Hand piece
	Universal Battery Charger II
	4 charging bays
	capable of charging NiCd, NiMh and Lithium Ion batteries
	Display the charging status of the batteries
	Keeps inserted batteries constantly fully loaded
	Drill Chuck attachment
	Diameter of cannulation 4 mm
	Maximum Speed 1450 rpm
	Maximum Torque 3 Nm
	Quick Coupling for K-wire
	Continous adjustment facility for wire diameter from 1 to 4 mm

Maximum Speed 1450 rpm
Sagittal Saw attachment
Maximum oscillating frequency 11,000 osc/min.
The amplitude of oscillation 4.5°
Attachment can be locked in 8 different positions in steps of 45 ⁰
Thickness 0.89 to 1.47 mm
Saw Blade for General Traumatology Length 46 to 90 mm, Usable Length 25 to 69 mm, Width 10 to 50 mm, Thickness 0.4 to 1.2 mm
Reciprocating Saw Attachment Maximum oscillating frequency 11,000 osc/min.
Maximum stroke length for reciprocating saw 4mm Attachment can be locked n 8 different positions in steps of 45°
Saw Blade for Reciprocating saw Length 55 to 80 mm, Cutting thickness 0.85 to 1.1mm, width 10 to 12mm Reciprocating aw should accommodate Sternum top Sternum guard for sternotomies available
Saw Blade for Sternum attachment, Cutting thickness 1.1mm

Item 5. Specifications for OT Table Electro Hydraulic

Operation Table Electro Hydraulic

- OT Table should be Four Section RADIO-Translucent Table Top with built in Table Top Sliding.
- Operating Position: Height Adjustment, Lateral Tilt, Trendelenburg, Reverse Trendelenburg, Table Top Sliding and Back Section should be precisely and smoothly controlled by REMOTE SWITCH with feather touch controls through ELECTRO-HYDRAULIC SYSTEM.
- The remote should be ergonomically designed to have an easy and better grip with spiral cable and should have LED backlit switch with symbolic position figures making it convenient to use even in the dark.
- Should have Zero position facility i.e. by pressing the single button OT Table should come to normal position.
- Should have patient reverse orientation mode when head and leg section are interchanged.
- Should store up to two preset table top position in its memory which can be ecalled anytime by simply pressing Q1 to Q3 button on the remote.
- Remote control should have function of locking operating to prevent accidental movement of that position during surgery.
- Head & Foot Section should be manually operated by the means position to prevent accidental movement of that position during surgery.
- Stainless steel Covered Base and Column Covers for easy cleaning and hygiene.
- Complete with Stainless steel side-Rails, Clamps and Standard Accessories.
- OT Table should be US FDA approved/ CE approved for last 3 years.
- Must have installed almost 5 Medical College 7200 Bed and "satisfied" certificate.

Table Top Length	:	190mm
Table Top width	:	500mm
Height		750-1000mm
Trendeleberg, Reverse Trendeleberg	:	±25°
Lateral Tilt	:	$\pm 15^{\circ}$
Back Section	:	$+80^{\circ}$ ~- 20° down
Leg Section	:	-90°
Head Section	:	+45° ~- 90°
Table Top Sliding	:	Variation ±10%

Orthopedic Attachment:

- Hanging Type Orthopedic Leg Tranction Attachment which can be attached to Table Top
- Hand Traction Device
- Poplitel Support
- Tibia Support Adjustable in Angle
- Hip Nailing Support
- Hand Operating Table
- Universal Side Support
- Spinal Frame
- Steinmein Pin Holder
- Beach Chail Attachment/45°-55° up down liest

5years Comprehensive Warranty.

Equipment/ Instruments must be US FDA approved.

Item 6. Specifications for Power hand drill with card attachment

- 1. Entire system should be portable & easy to carry.
- 2. Power drive should have modular corded handpiece that can connect to various attachments
- 3. Modular hand piece should have cannulation of 4.1 mm (minimum)
- 4. All attachment should fit to modular handpiece by means of quick change mechanism
- 5. Modular handpiece & attachments should be autoclavable
- 6. A single handpiece for SRILLING/ REAMING/ Sagital Saw / k wire Driver/ quick coupling / torque limiting screwdriver
- 7. Hand- piece should incorporate power to deliver desired torque & reduce wear & tear
- 8. Modular handpiece should incorporate the latest dual rotor mechanism for ensuring optimum torque for all procedures
- 9. Modular handpiece should have FORWARD / REVERSE & SAFE mode
- 10. Handpiece should be connected to control unit by hiflex silicon cable
- 11. Length of silicon cable (atocalvable) should be 2.5 meter (min)
- 12. Reaming device (with cannulation of minimum 4.1 mm, accommodates reamers designed to work at a speed of 0-260 rpm)
- 13. Cannulated drill device (with cannulation of minimum 4.1mm & diameter to accommodate between 0.8 to 6.35 mm designed to work at a speed of 0-900 rpm with facility of instant reverse)

- 14. Sagital saw device (to operate at the aped 0-14000 cpm) & should accommodate all types of blades used for TKP, trauma.
- 15. Control unit should be able to identify the proper connection of the hand piece.
- 16. Torque limiting screw driver attachment should be able to limit the torque @ 1.5 Nm automatically
- 17. K Wire driver attachment to accept k wires from diameter of 1mm to 4mm without any adjustments
- 18. Hudson type reaming adapter
- 19. Control unit should have overload protection feature in case of overload.
- 20. Company should be ISO 9001 & 13485 certified.

Item 7. Specifications for Neuro-Endoscope Surgery Set with HD camera system

We have gone through specifications and below listed items match our requirements. We approve it and may be purchased.

General specifications and terms

- All units/ items including accessories should have quality certificate such as USFDA certified.
- 5 year warranty & 5 year CMC (wherever applicable) should be included with provision of supply of spare parts items for next 10 years.
- Principal Company should have registered Office and Service Network in India, preferably Central India for better service support.
- User manuals should be in English. Provision of trained manpower support for at least for initial 6 months after installation or up to a period when the staff/technicians at IMS, BHU, Varanasi are trained in handling, storage and proper sterilization methods of supplied equipment has to be ensured by the bidder.
- Compliance statement should be submitted in a tabulated and point wise manner.
- Price of essential consumables should be fixed for next 5 years.
- Should have supplied quoted endoscopy instruments to AIIMS, PGI, and NIMHANS; and should submit satisfactory performance certificate from the institute.
- All firms are required to submit their catalogue along with tender clearly marking the quoted items and number with highlighter. If necessary demonstration will be taken to ensure product quality.
- All items under particular serial number will be purchased together from single manufacturer.
- Product quality certificate required.

Part 1A – HD Endoscopy Camera System

S. No	Specification				
	Three Chip High definition Camera System 1 qty				
	The system should be truly Digital HDTV endoscopic video camera. The system should have the maximum Resolution of 1920 X 1080 pixels, progressive scan and the consistent use of 16: 9 formats for Input & Output to guarantee genuine HDTV.				
	 The system should have facility of Optical & Digital Zoom lens to enhance the quality of Image size & cross specialty usage of the camera system, regardless of the telescope used. USB Port for Capturing FULL HD Videos/ HD Stills in External USB drive and direct interface of USB Printer to facilitate direct printouts. 				
	• System should have facility of controlling additional equipment like light source/ and recording device from the camera head.				
	 System should have facility to offer various visualization modes for surgery and diagnosis by shifting the color spectrum like BLUE & GREEN light for recognition of the finest tissue Structures and their differentiation. 				
	 Parallel live display of visualization modes besides white light mode (picture-in-picture). Modular design: Digital FULL HD camera module should be compatible for use with video flexible GI endoscopes. 				
	• Upgradable to be used with 3D endoscopic camera heads and scopes Technical Specifications:				
	Image sensor: 3X1/3" CCD-Chip.				
	 Pixels - 1920 x 1080 AGC:Microprocessor controlled Lens: Integrated Zoom Lens f = 15-31 mm (2x optical zoom) Minimum light sensitivity: 1.17 Lux (f = 1.4 mm). Control buttons:3 (2 of them freely programmable). Video output: 2 x DVI-D output, 1 x 3G-SDI output, 3 x camera input for communication with compatible camera modules, LAN connection, 4 x USB connection (2 x front, 2 x back). Input: Keyboard input for character generator. Power Supply:- 100-240 VAC 50/60 Hz 				
	High Definition Medical Grade Monitor 32" capable of displaying 2D &3D image				
	– 1qty				
	 LCD Panel 32 inch (16:9 aspect ratio) High Definition 1920*1200 pixel resolution Various signal inputs: DVI-D for 3D signal DVI-D for 2D signal in HD, HD-SDI for 2D signal in HD, S-Video for 2D signal in standard resolution viewing angle- Horizontal: 178 degrees, Vertical: 178 degrees (3D: TBD) Contrast 1000:1 				
	 Should be able to display 3D and 2D image. 				
	Xenon Light Source 300 Wats-1 qty				
	Lamp type:- Xenon 300 WattColor Temperatures 6000K				

• Light Outlets – 1

- Light Intensity Adjustment: Continuously adjustable either manually or automatically by cameras video output signal.
- Should be supplied with Fiber Optic Light Cable of Diameter 3.5 mm, Length 300cm. 1 no

IMAGE/VIDEO RECORDING AND DATA ARCHIVING SYSTEM capable of record in 3D and 2D

State of the art user friendly Medical grade system (certified to be used in OT) should be offered with following features,

• User should have full control of the system from the sterile field via camera head buttons, optional touch screen, and optional foot switch.

- Parallel (synchronic or independent) recording of two image sources.
- Still images and videos (optional with audio) in 2D FULL HD or 3D (with optional 3D-camera system). Water mark feature.
- Intelligent, adaptive storage management.
- Storage location is freely definable and configurable.
- Storage on internal memory (2 TB, FIFO), USB storage media via 2.0 and 3.0, optical media (DVD writer, Blu-ray reader), network drive, FTP or via DICOM.

• Automatic storage in the background to reduce the time between the interventions. Easy management and overview of open/automatic save processes.

- Import of patient data via keyboard or DICOM work list.
- Intra- and postoperative printing via optional printer (local or network).
- Various adaptable templates for printing to choose from.

• Integrated surgical checklist following the WHO standard or customizable. Basic functions for the editing of still images and videos.

- Playback of 2D and 3D content on separate monitor (optional 3D-system required).
- Integrated file-viewer for still images, videos and checklists from diverse data sources.

• Integrated security software as a protection against malware, independent from

security patches of the operating system and it is only possible to run certified software.

- Structured and clear user guidance, optimized for touch screen control.
- Scalable range of functions.
- Low noise generation and fast system start due to SSD-technology.
- Should have seamless USB silicone keyboard with touch pad to enter details
- Controllable via 12" inbuilt touch screen
- Input Voltage: 100-240 VAC.
- Input Frequency: 50 60 Hz.
- Power output: 350 Watt.
- CPU: Intel[®] Core[™] i7-2600 @ 3.4GHz.
- Internal memory: SSD (70GB) | HDD (2 TB).
- Memory RAM: 8GB.
- Connectors: 3 x 1 GB Ethernet (RJ 45), 6x USB 2.0, 2x USB 3.0.
- Image format: BMP, JPG, JPG2000.
- Video format: MPEG-4, MPEG-2, MOV.
- Video signal inputs: 2 x DVI-D.
- Color system: PAL, NTSC.
- Resolution still images: up to 1920x1080, Aspect ratio 16:9.
- Resolution videos: up to 1920x1080 Progressive Scan for 25/30 frames.

• Preinstalled printer: SONY UP-DR80MD.					
• Type approval: IEC 60601-1-1, EN60601-1, EN60601-2					
The DICOM 3 interface shall be installed to the system in order to allow the surgeon to view					
all the DICOM 3 images stored in the PACS system on a digital	all the DICOM 3 images stored in the PACS system on a digital light box within the operating				
rooms. Furthermore, all intra operative images recorded car	rooms. Furthermore, all intra operative images recorded can be sent via the DICOM 3				
interface to the PACS system for further processing.					
Imported Endoscopic Trolley – 1 Qty					
Equipment Cart, rides on 4 antistatic dual wheels equipped with	U ,				
with integrated electrical sub-distributors with 6 sockets, groun	with integrated electrical sub-distributors with 6 sockets, grounding plugs, modular in nature				
(should be able to add shelves and components later if required).					
Should have central monitor holder to mount monitor with her tilting, swivel range approx. 360°, loading capacity max. 18 kg 75/100.					
It should consist of: 4 shelfs with capacity of keeping min 3 ma have 1 lock and key drawer, 1 camera holder, Isolation tran balance plate, Monitor holding arms (lateral)					
Part 1 B – Intracranial Neuro Endoscopy Set For Adult /	1				
Pediatric patients.					
Surgical Write Up					
Neuroendoscope for Intracranial Procedures for Adult And pediatric					
Patient					
Set must perform full range of endoscopic brain operations, enabling all forms of obstructive hydrocephalus, intraventricular tumors, cysts and intraparenchymal cysts to be treated.					
The set must perform below procedures: Ventriculostomy, Aqueductoplasty, Aqueduct stenting, Septostomy, Foraminoplasty, Tumor Biopsy and Tumor Resections as well as Cyst Evacuation and Resection of Cyst Membranes.					
Neuroendoscope for Intracranial Procedures for Pediatric Patient					
Set must perform endoscopic brain operations, enabling obstructive					
hydrocephalus, intraventricular tumors, and cysts.					
The set must be suitable for below procedures:					
Ventriculostomies, Septostomies, Tumor Biopsy and Cyst.					
Fenestration					
Endoscopy .					
TECHNICAL SPECIFICATION FOR ADULT / PAEDIATRIC					
INTRACRANIAL NEURO ENDOSCOPY SET					
• Operating telescope with minimum 3 working channels with					
angle of view from 4 degree to 6 degree with angled eye	1				
piece.	1				
• Outer diameter of scope should be between 6 to 6.2 mm, length of scope should be minimum 17 to 18cm. main					
Lenger of scope should be minimum 17 to 10em. man	L l				

r			
	working channel of operating scope should be 2.8 to 3 mm. 2		
	side working channel should have diameter 1.5 to 1.6mm.		
•	Scope should be autoclavable.		
•	Scope Should have inbuilt light transmission		
•	Zero degree diagnostic telescope with enlarged view.		
•	Diameter of scope should be 1.9 to 2mm.		
•	Length of scope should be 25 to 26cm.	1	
•	Scope should be autoclavable.		
•	Scope Should have inbuilt light transmission		
•	30 degree telescope with enlarged view.		
•	Diameter of scope should be 3.2 to 3.3mm.		
•	Length of scope should be minimum 24 to 25cm.	1	
•	Scope should be autoclavable.	1	
	Scope Should be untoenvuole. Scope Should have inbuilt light transmission		
•	45 degree telescope with enlarged view.		
	0 1 0		
	Diameter of scope should be 3.2 to 3.3mm.	1	
•	Length of scope should be minimum 24 to 25cm.	1	
•	Scope should be autoclavable.		
•	Scope Should have inbuilt light transmission		
•	Sheath to be used with operating telescope.		
•	Sheath should be rotating with outer diameter from 6.7mm to	1	
	6.8mm.		
•	Working length of sheath Should be 12.5 to 13.5cm		
•	Obturator to be used with sheath.	1	
•	Should be fixed with sheath for entry into ventricle.	1	
•	Obturator to be used with 0 degree diagnostic scope	1	
•	Scissors, pointed, should be rotating, Should have single		
	action jaws,	1	
•	Should have diameter 1.9 to 2 mm, Should have working	1	
	length 29 to 30 cm		
•	Biopsy Forceps Should be rotating, Should have both jaw		
	moving,	2	
•	Should have diameter 1.9- 2 mm, Should have working	2	
	length 29 to 30 cm		
•	Grasping Forceps, Should have rotating option, Should have		
	double action jaws, Should have diameter 1.9 to 2 mm,	1	
	Should have working length 29 to 30 cm		
•	Forceps, for ventriculostomy with separation outside of jaw,		
•	Should have double action jaws,		
•	Should have diameter maximum 1 mm,	2	
•	Should have working length 29 to 30 cm,		
•	forceps Should be flexible to be used working channel		
•	Scissors, Should have pointed tip,		
•	Should have lightly curved jaws, Should have double action		
	jaws,	2	
	Should have diameter 1,7 to 1.8 mm, Should have length 29	-	
	to 30 cm		
		2	
•	Grasping Forceps, forceps Should be flexible to be used with	2	

		· · · · · · · · · · · · · · · · · · ·
	working channel,	
•	Should have double action jaws,	
•	Should have diameter maximum 1 mm,	
•	Should have working length 29 to 30 cm	
•	Monopolar Coagulating Electrode, Should be Semi-rigid,	
•	Should have diameter 1.3 to 1.4 mm,	2
	Should have working length 29 to 30 cm	
•	Bipolar Coagulation Electrode, Should have diameter 1.7 to	
•	1.8 mm,	2
•	Should have working length 29 to 30 cm	
•	Bipolar Forceps, with 2 long, flat jaws,	
•	Should have outer diameter 2.4 to 2.5mm,	2
•	Should have minimum 5 bipolar insert with bipolar.	
•	Unipolar High Frequency Cord, with 4 mm plug, length	2
	minimum 300 cm, For use with HF units.	-
•	Bipolar High Frequency Cord, with 2 x 4 mm banana-plug to	2
	Coagulator, length minimum 300 cm	2
•	Articulated Stand, holding arm should be mechanical L	
	shaped.	
•	Should have one mechanical central clamp for all minimum	1
	five or more joints joint moving functions, Should have	1
	height 48 to 50 cm,	
	Should have operating range 50 to 52 cm	
•	Socket to clamp on the operating table,	
•	Should be able to use with European and United States	
	standard rails,	
•	Should also be suited for rails from 25x10 up to 35x8 mm,	1
-	with lateral clamping element for height adjustment of the	
	articulated stand	
•	Clamping Jaw, Should be of metal, Should be for use with	
	instrument and telescope sheaths, clamping range 4.8 up to	
	12.5 mm,.	·
•	Adaptor autoclavableshould be used to keep telescope head	
	in sterile condition in situation where more than one scope is	
	used in one surgery.	2
_	Or need to change scope between the surgeries.	
•		
•	Plastic Container for Sterilization and Storage of Variable	
	Instrument Sets,	
•	Should be perforated, should be with silicone mat, should be	
	having two-level storage, and should have minimal external	2
	dimensions (w x d x h): 545 x 260 x 115 mm, the plastic	
	containers Should be suitable for steam, gas and hydrogen	
DATE	sterilization.	
	IATRIC VENTRICULOSTOMY SET	
SPEC.	IFICATION.	
•	Ventriculoscope, small, Wide Angle Straight Forward	
	Telescope 6° , with angled eyepiece, outer diameter 3.6 mm,	1
	length 18, working channel diameter 1.6 mm, with suction	
	and irrigation channel diameter 0.8 mm, autoclavable, with	

irrigation adapter, fiber optic light transmission incorporated, for use with: small operating sheath.	
• Forward Oblique- Telescope 0°, enlarged view, diameter 2 mm, length 26 cm, autoclavable, and fiber optic light transmission incorporated.	1
• Obturator, for use with operating sheath.	1
• Obturator, for use with operating sheath and 0 degree diagnostic scope	1
• Operating Sheath, small, outer diameter 4.5 mm, working length 13.3 cm.	1
• Biopsy Forceps, double action jaws, diameter 1.3 mm, working length 30 cm	1
• Scissors, single-action jaws, semi-rigid, diameter 1.3 mm, working length 30 cm	1
• Unipolar Coagulating Electrode, semi-rigid, diameter 1.3 mm, working length 30 cm	1
• Bipolar Coagulation Electrode, diameter 1.3 mm, working length 30 cm	1
• Grasping Forceps, double-action jaws, semi-rigid, diameter 1.3 mm, working length 30 cm	1
• Bipolar Coagulation Electrode, semi-rigid, O.D. 1.3 mm.	1
Part 1 C– Skull base Endoscopy Surgery Set	
SURGICAL WRITE UP:	
• Endoscopic management of CSF rhinorrhoea, Optic Nerve decompression, Pituitary macro and micro adenomas transclival chordomas and far extended approaches for all lesions from Cristagalie to CV junction using transclival transplanum transcribriform approach.	
TECHNICAL SPECIFICATION	
 Straight Forward Telescope 0°, Should be with enlarged view, 	
• Should have diameter 4 mm, Should have length 18 cm, Should be autoclavable,	1
• Should have fiber optic light transmission incorporated	
 Forward-Oblique Telescope 30°, Should have enlarged view with diameter 4 mm, Should have length 18 cm Should be autoclavable, Should have fiber optic light transmission incorporated 	1
 Suction and Irrigation Sheath for 0° and 30 degree scope , Should be vertical oval in shape with diameter 4.8 mm x 6 mm, 	1 each
Should have separate channel for suction and irrigation	
• Straight forward Telescope with straight eye piece of scope,	
• Should have diameter 4 mm.	
• Should have length 18 cm.	2 each
• Should be autoclavable.	
• Should have Angle of view - 15 or 20 or 30 Degree, Should	
have Angle of view - 45 Degree, Should have Angle of view	

	- 70 Degree, Should have Angle of view - 90 Degree,		
	OR		
•	one single telescope diameter 4mm length 18cm with		
	variable direction of view from 15 degree to 90degree,		
	adjustment knob for selecting the desired direction of view,		
	fiber optic light transmission incorporated,		
•	Irrigation and Suction Sheath, Should have outer diameter	1	
	4.8 x 6 mm, working length 14 cm		
•	Straight Forward Telescope 0° & 30 degree, Should have enlarged view, Should have diameter 4 mm,		
	Should have length 30 cm, Should be autoclavable, fiber	1 each	
	optic light transmission incorporated		
•	Suction and Irrigation Sheath 0° & 30 degree, Should have		
	vertical oval shape,	1	
٠	Should have diameter 4.8 mm x 6 mm,	1 each	
٠	Should have separate channel for suction and irrigation		
٠	Telescope lens tip cleaning system, should have suction and		
	irrigation option with one push button.	1	
	Irrigation should be active only when desired by either	-	
	mechanical push button or with electrical on/off foot switch.		
•	Nasal Forceps, 45° upturned, size 1, with cleaning connector,	hould have	
•	working length 12 to 13 cm	nould nave	
•	Nasal Forceps, straight, size 1, with cleaning connector, show	ıld have working	1
-	length 12 to 13 cm	and have working	
•	Nucleus Cutting Forceps, single action jaws, jaw should be	opening upwards,	1
	forceps diameter should be 3.5 mm, should have working leng		
٠	Spoon Forceps, spoon size 3 x 10 mm, single action jaws, w	orking length 17	1
	cm	0 0	
٠	Round Knife 0°, width 2 mm, working length 13 cm, total length	gth 23 cm	1
٠	Round Knife 90°, width 2 mm, working length 13 cm, total ler	ngth 23 cm	1
٠	Dissector, tip 45°, width 1 mm, working length 13 cm, total length	ngth 23 cm	1
•	Dissector, tip 90°, width 1 mm, working length 13 cm, total length	-	1
•	Dissector, sharp, round spatula, tip angled 45° , size 2 mm, w	-	
	length 25 cm		1
٠	Hook, 90°, blunt, length 25 cm, with round handle		1
•	Micro Raspatory, 2 mm wide, curved, left, length 27 cm		1
٠	Micro Raspatory, 2 mm wide, curved, right, length 27 cm		1
٠	Elevator, double-ended semi-sharp and blunt, length 26 cm		1
•	Elevator, double-ended, angled end shovel-shaped, semis	sharp, blunt end	1
	slightly curved, length 26 cm		1
•	Elevator, double-ended, blunt end angled, semisharp end	slightly curved,	1
	graduated, length 26 cm		
٠	Scissors, straight, should have small handle, with cleaning co	onnector, working	1
	length 18 cm		

 Scissors, curved to right, should have small handle, with cleaning connector, working length 18 cm Scissors, curved to left, should have small handle, with cleaning connector, working length 18 cm Scissors, curved upwards, should have small handle, with cleaning connector, working length 18 cm Scissors, urved upwards, should have small handle, with cleaning connector, working length 18 cm Nasal Forceps, with extra fine flat jaws, through-cutting, tissue sparing, width of cut 1.5 mm, straight sheath, straight jaws, with cleaning connector, working length 18 cm Nasal Forceps, with extra fine flat jaws, through-cutting, tissue sparing, width of cut 1.5 mm, straight sheath, straight jaws, with cleaning connector, working length 18 cm Forceps, very delicate, oval cupped jaws 0.9 mm, straight, working length 18 cm Forceps, very delicate, oval cupped jaws 0.9 mm, curved upwards, working length 18 cm Minature Grasping Forceps, serrated, straight, working length 18 cm Minature Forceps, through- cutting, with fine flat jaws, bite 1 mm, curved up, working length 18 cm Minature Forceps, through- cutting, with fine flat jaws, bite 1 mm, curved up, working length 18 cm Retractable knife with handle and push button for straight cut knife blade and sickle shape knife blade Curette, round spoon, tip slightly angled, size 2 mm, with round handle, length 25 cm Curette, round wire, ID 3 mm, tip angled 90°, with round handle, length 12 cm Curette, round wire, ID 3 mm, tip angled 90°, with round handle, length 12 cm Curette, nound wire, ID 3 mm, tip angled 90°, with round handle, length 12 cm Curette, nound wire, ID 5 mm, tip laterally angled 90°, with round handle, length 25 cm Curette, nound wire, ID 5 mm, tip laterally angled 90°, with round handle, length 25 cm Curette, nound wire, ID 5		
 working length 18 cm Scissors, curved upwards, should have small handle, with cleaning connector, working length 18 cm Scissors, upturned 45°, delicate, should have sheath 360° rotatable, with cleaning connector, working length 18 cm Nasal Forceps, with extra fine flat jaws, through-cutting, tissue sparing, width of cut 1.5 mm, straight sheath, straight jaws, with cleaning connector, working length 18 cm Nasal Forceps, with extra fine flat jaws, through-cutting, tissue sparing, width of cut 1.5 mm, straight sheath, straight jaws, which cleaning connector, working length 18 cm Nasal Forceps, with extra fine flat jaws, through-cutting, tissue sparing, width of cut 1.5 mm, straight sheath, straight gaves 0.9 mm, straight, working length 18 cm Forceps, very delicate, oval cupped jaws 0.9 mm, curved upwards, working length 18 cm Minature Forceps, through- cutting, with fine flat jaws, bite 1 mm, straight, working length 18 cm Minature Forceps, through- cutting, with fine flat jaws, bite 1 mm, straight, working length 18 cm Minature Forceps, through- cutting, with fine flat jaws, bite 1 mm, curved up, working length 18 cm Minature Forceps, through- cutting, with fine flat jaws, bite 1 mm, curved up, working length 18 cm Retractable knife with handle and push button for straight cut knife blade and sickle shape knife blade Curette, round wire, ID 3 mm, tip angled 45°, with round handle, length 25 cm Curette, round wire, ID 3 mm, tip angled 90°, with round handle, length 12 curette, round wire, ID 3 mm, tip angled 90°, with round handle, length 25 cm Curette, round wire, ID 5 mm, tip laterally angled 90°, with round handle, length 25 cm Curette, round wire, ID 5 mm, tip laterally angled 90°, with round handle, length 25 cm Curette, round wire, ID 5 mm, tip laterally angled 90°, with round handle, lengt		1
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sickle shape knife blade (1 Knife each) • Curette, round spoon, tip slightly angled, size 2 mm, with round handle, length 25 cm 1 • Ring-Curette, round wire, ductile, ID 3 mm, tip angled 45°, with round handle, length 25 cm 1 • Ring- Curette, round wire, ID 3 mm, tip angled 90°, with round handle, length 25 cm 1 • Curette, round wire, ID 3 mm, tip angled 90°, with round handle, length 25 cm 1 • Curette, round wire, ID 3 mm, distally curved shaft, with round handle, length 25 cm 1 • Curette, round wire, ID 3 mm, distally curved shaft, with round handle, length 25 cm 1 • Curette, round wire, ID 5 mm, tip laterally angled 90°, with round handle, length 25 cm 1 • Curette, round wire, ID 5 mm, tip laterally angled 90°, with round handle, length 25 cm 1 • Curette, bendable up to 90°, round spoon, size 3.5 mm, working length 20cm, with LUER lock adaptor for cleaning, consisting of: Metal Handle without ratchet, 1 • Outer Tube with Insert 1 • Curette, round, benable up to 90°, size 3.8 mm, working length 20 cm, with LUER lock adaptor for cleaning, consisting of: Metal Handle with ratchet , 1 • Outer Tube with Insert 1 • Suction- Curette, with round wire, ID 5 mm, tip angled 45°, LUER, length 25 cm 1		1
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length 25 cm 1 • Curette, bendable up to 90°, round spoon, size 3.5 mm, working length 20cm, with LUER lock adaptor for cleaning, consisting of: Metal Handle without ratchet, 1 • Outer Tube with Insert 1 • Curette, round, benable up to 90°, size 3.8 mm, working length 20 cm, with LUER lock adaptor for cleaning, consisting of: Metal Handle with ratchet , 1 • Outer Tube with Insert 1 • Outer Tube with Insert 1 • Outer Tube with Insert 1 • Suction- Curette, with round wire, ID 5 mm, tip angled 45°, LUER, length 25 cm 1	 Curette, round spoon, tip slightly angled, size 2 mm, with round handle, length 25 cm Ring-Curette,round wire, ductile, ID 3 mm,tip angled 45°, with round handle, length 25 cm Ring- Curette, round wire, ID 3 mm, tip angled 90°, with round handle, length 25 cm 	each) 1 1 1 1 1
 with LUER lock adaptor for cleaning, consisting of: Metal Handle without ratchet, Outer Tube with Insert Curette, round, benable up to 90°, size 3.8 mm, working length 20 cm, with LUER lock adaptor for cleaning, consisting of: Metal Handle with ratchet , Outer Tube with Insert Suction- Curette, with round wire, ID 5 mm, tip angled 45°, LUER, length 25 1 	 Curette, round spoon, tip slightly angled, size 2 mm, with round handle, length 25 cm Ring-Curette, round wire, ductile, ID 3 mm, tip angled 45°, with round handle, length 25 cm Ring- Curette, round wire, ID 3 mm, tip angled 90°, with round handle, length 25 cm Curette, round wire, Id 5 mm, tip angled 90°, with round handle, length 25 cm Curette, round wire, ID 3 mm, distally curved shaft, with round handle, length 	each) 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
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	 Curette, round spoon, tip slightly angled, size 2 mm, with round handle, length 25 cm Ring-Curette,round wire, ductile, ID 3 mm, tip angled 45°, with round handle, length 25 cm Ring- Curette, round wire, ID 3 mm, tip angled 90°, with round handle, length 25 cm Curette, round wire, Id 5 mm, tip angled 90°, with round handle, length 25 cm Curette, round wire, ID 3 mm, distally curved shaft, with round handle, length 25 cm Curette, round wire, ID 5 mm, tip laterally angled 90°, with round handle, length 25 cm Curette, round wire, ID 5 mm, tip laterally angled 90°, with round handle, length 25 cm Curette, bendable up to 90°, round spoon, size 3.5 mm, working length 20 cm, with LUER lock adaptor for cleaning, consisting of: Metal Handle without ratchet, Outer Tube with Insert Curette, round, benable up to 90°, size 3.8 mm, working length 20 cm, with LUER lock adaptor for cleaning, consisting of: Metal Handle with ratchet , Outer Tube with Insert Suction- Curette, with round wire, ID 5 mm, tip angled 45°, LUER, length 25 	each) 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1

compactor LUED longth 25 are	
connector, LUER, length 25 cm,	
• Ring-Curette, bayonet-shaped, round wire, Id 5 mm, tip angled 90° upwards, with round handle, length 25 cm	1
• Ring Curette, bayonet-shaped, blunt, tip angled upwards 45°, outer diameter 4 mm, with round handle, working length 25 cm	1
• Ring Curette, bayonet-shaped, blunt, tip angled to left 90°, outer diameter 3.3 mm, with round handle, working length 25 cm	1
• Bipolar Forceps, rounded tip, width 2 mm, outer diameter 3.4 mm, working length 20 cm, consisting of: Bipolar Ring Handle, Outer Sheath, Inner Sheath, Forceps Insert	1
• Bipolar Forceps, should have tip 1 mm with delicate jaws, should have distally angled 45°, horizontal closing, outer diameter 3,4 mm, working length 20 cm.	2
• Bipolar Forceps, should have tip 2 mm ,should have distally angled 45°, horizontal closing, outer diameter 3.4 mm, working length 20 cm.	1
• Bipolar Forceps, should have tip 4 mm, should have distally angled 45°, horizontal closing, size 3.4 mm, working length 20 cm.	1
Bipolar High Frequency Cord, length 300cm	2
Coagulation Ball Electrode, diameter 2 mm, laterally curved, working length 13 cm	2
• Unipolar High Frequency Cord, length 300 cm	2
• Suction Tube, with cut-off hole, drop-shaped, with distance markings, LUER, conical distal end, tip curved upwards, ball end, 2.4 mm, working length 15 cm	1
• Suction Tube, with cut-off hole, drop-shaped, with distance markings, LUER, conical distal end, malleable, 6 Fr., working length 15 cm	1
• Suction Tube, malleable, with conical tip, with elongated cut-off hole and stylet, LUER, working length 12 cm, 6 Fr.	1
• Suction Tube, malleable, with conical tip, with elongated cut-off hole and stylet, LUER, working length 18 cm, 6 Fr.	1
• Insulated Cannula for suction and coagulation, O.D.: 3 mm, 90° curved, working length 16cm	1
• Insulated Cannula for suction and coagulation, O.D.: 3,6 mm, 90° curved, working length 16cm	1
• Bone Punch, should be detachable, rigid, up biting 60° forward cut, size 1 mm, working length 17 cm	1
• Bone Punch, should be detachable, rigid, up biting 60° forward, size 2 mm, working length 17 cm	1
• Bone Punch, should be detachable, rigid, down biting 60° forward, size 1 mm, working length 17 cm	1
• Bone Punch, should be detachable, rigid, down biting 60° forward, size 2 mm, working length 17 cm	1
 Plastic Container for Sterilization and Storage of Variable Instrument Sets, perforated, with transparent lid, with silicone mat, two-level storage, (1 additional insert), external dimensions (w x d x h): 545 x 260 x 115 mm consisting of: 2x 39360 AP Snap 	2
 Plastic Container for sterilizing, suitable for steam, gas, and hydrogen peroxide (Sterrad®) sterilization and storage, perforated, with lid, external dimensions 	2

٠	(w x d x h): 321 x 90 x 45 mm for use with two rigid endoscopes up to max. 20)
	cm working length	

Item 8. Specifications for Negative Pressure Wound Therapy System with Irrigation Mode

- The System in should deliver controlled, continues, intermittent, variable & intermittent negative pressure with Irrigation facility in the range of 20 mmHg to 220 mmHg pressure along with adjustable irrigation speed, irrigation time & soakage time.
- The system should give alert for tube blockage, pressure leakage and canister full & for any malfunctioning of the system,
- The system should be light weight not more than 4 kg. for easy patient handling.
- The system should have battery backup of at least 8 Hrs.
- The system should have Bluetooth enabled app for data collection of patient for wound analysis and system management.
- The system should be compatible with 400-600 microns porosity foam dressings, re-usable Canister 1000 ml and filter. The dressing should be Gamma sterilized with radiation marker.
- The system should be CE certified..
- Each system should be supply with under mentioned Consumables & Accessories free of cost. The same should be Gamma sterilized with radiation marker.
- Small Foam PU Dressing Kit PU Foam 7.5 x 10 x 3.3 cm, Self-adhesive Drainage Tube with Irrigation duct, Adhesive PU Drape - 10 Nos.
- ➢ Medium Foam PU Dressing Kit- PU Foam 12.5 x l8 x 3.3 cm, Self adhesive Drainage Tube with Irrigation duct, Adhesive PU Drape − 10 Nos.
- ➤ Large Foam PU Dressing Kit-PU Foam 15 x 26 x 3.3 cm, self adhesive Drainage Tube with irrigation duct. Adhesive PU Drape 10 Nos.
- > Re-Usable Canister with capacity 1000m1 10 Nos.
- > Bacteria Filter -10 Nos.

5years Comprehensive Warranty. Equipment/ Instruments must be US FDA approved.

Sr. No.	Item	PART CODE	QTY
	FIBEROPTIC BRONCHOSCOPE		
	OLYMPUS BRONCHOSCOPE WITH SATNDARD	BF-PE2	01
	DET OF ACCESSORIES		
	SPECIFICATIONS:-		
	Field of view :120 Deg	Optical	
		system	
	Depth of field :3-50 mm		
	Distal end out diameter :4.9 mm	Distal	
		End	
	Range of tip bending : Up 180 Deg	Bending	
	Down 130 Deg	section	
	Insertion tube outer diameter :5.0mm	Insertio	
		n tube	
	Working length :600 mm		
	Total length :890 mm		
	Instruments channel inner diameter : 2.2 mm	Instrum	
		ent	
		channel	
	Consisting of :		
	CHANNEL CLEANING BRUSH	BW-	1no
		15B	
	CHANNEL OPENING CLEANING BRUSH	MH-	1no.
		507	
	MOUTHPIECE	MA-	1no.
		651	
	BIOPSY VALVE (10 PCS/PK)	MD-	1pkt
		495	-
	SUCTION VALVE (10 PCS/PK)	MAJ-	1pkt
		207	-
	SUCTION CLEANING ADAPTER	MAJ-	1no.
		222	
	ETO CAP	MB-156	1no.

Item 9. Specifications for Flexible Fiberoptic Bronchoscope (Olympus)

COLD LIGHT SOURCE	
OLYMPUS COLD LIGHT SOURCE, SUPPLY 220V CLK-4	1no.
SPECIFICATIONS:-	
Lllumination : lamp- halogen bulb with mirror, 15v,	
150w lamp life	
-approx. 50 hours (at rated voltage) light output	
adjustment- continuous manual adjustment color	
temperature-3250° k equivalent.	
Air feed : pump-electromagnetic vibrate	
Pump pressure- 0.3-0.6 kg/cm ² (at 0 cc/ min.)	
0.18 kg/cm ² (at 2000cc/mm.)	
Water feed: method – air pressurization of water	
container water container- capacity 250 cc, should not	
be used when more than 2/3 full.	
Compatible endoscopes : fiberscopes- Olympus OES	
fiberscopes.	
Type and degree of protection against electric shock :	
class-1 type –BF	
Power requirement:	
Voltage-AC 110V, 120V or 240V	
Frequency – 50/60 Hz	
Input-1.7 A (110V,)	
Ambient temperature-10-40°c (50-104°f)	
Relative humidity – 30-75%	

5years Comprehensive Warranty.

Equipment/ Instruments must be US FDA approved.

Item 10. Specifications for Liposuction set with infusion pump

- 1 hp machine producing 1 atm pressure
- Twin motor twin pump system
- Continuous run and foot operated
- Infusion pump
- High power tumescent infusion pump
- Machine Cannula specifications
- 5 mm dia 15 cm length standard and unilateral 2 hole
- 3 mm dia 15 and 20 cm length standard, unilateral 2 hole, bilateral 2 hole and mercedes
- 3 .5 mm dia15 , 20 and 26 cm length standard, unilateral 2 hole, bilateral 2 hole and Mercedes

- 4.5 mm dia26, 30 and 36 cm length standard, bilateral 2 hole, Byron anddouble Mercedes
- 6 mm dia 26, 30 and 36 cm length Byron and Mercedes
- 8 mm dia 26, 30 and 36 cm length Mercedes
- 10 mm dia 26, 30 and 36 cm length Mercedes

5years Comprehensive Warranty.

Equipment/ Instruments must be US FDA approved.

Item 11. Specifications for Magnifying Loupes 4x

- 3.5X high resolution prismatic binocular loupes
- Crisp, high-resolution image
- Large field of view
- Homogenous magnification
- Lightweight
- Prismatic for high resolution
- Working distance 420 mm
- On head FRAME, with Protective lenses, 2 sterilisable swivel levers, Retaining cord, Cleaning fluid, Cleaning cloth and Carrying case.

5years Comprehensive Warranty.

Equipment/ Instruments must be US FDA approved.

Item 12. Specifications for Carbon Dioxide Laser

- 10.6 µm wavelength
- Sealed CO2 Laser, RF excited
- Continuous Wave (CW), Ultra Pulse (UP)
- Pulse Duration Up to 2 ms
- Timed-Exposure Modes: Single, Repeat and Constant
- It should have min 40watts power
- Sealed Co2 tube
- 0.2 mm focussed hand piece
- Should be compatible with 230v, 3A, 50H2 power supply
- Working distance 200-400mm
- Should have recent government installation(s)

5years Comprehensive Warranty.

Equipment/ Instruments must be US FDA approved.

Item 13. Specifications for General Plastic Surgical instruments

- Hooks
- Rounding skin hook gillies flat skin hook
- Long double hook wide sharp

- Double hook wide blunt
- Long double hook width between two hooks is adjustable useful for lifting skin flaps.
- Retractors
- Paediatric langenbeck retractor
- Small langenbeck retractor
- Medium langenbeck retractor
- Large Volkmann retractor
- Senndouble end retractor plain
- Senndouble end retractor sharp claws
- Senndouble end retractor blunt claws
- Desmarres lid retractor small
- Desmarres lid retractor medium
- Ribbon retractor malleable
- Chisels
 Curved and straight
- Probes
- Malleble probes 2mm, 3mm, 5mm
- Suction tips Suction tips fine
- Forceps
- Adsons plain 5 "
- Adsons toothed 5"
- Adsons plain 6"
- Adsons toothed 6"
- Adsons plain 7" Adsons toothed 7"
- Adsons cross serrated
- Adsons fenestrated
- Mc indoes forceps plain
- Mc indoes forceps toothed
- Debakey atraumatic forceps 6"
- Debakey atraumatic forceps –7"
- Kochers straight 8"
- Kochers curved 8"
- Gillies forceps toothed
- Allis 5" Allis 6"
- Baby mosquito 4" curved
- Baby mosquito 4"straight
- Mosquito 5" curved
- Mosquito 5"Straight
- Artery forceps 6" curved
- Artery forceps 6" straight
- Artery forceps 7" curved
- Arteryforceps 7" straight
- Babcock forceps
- Right angled forceps 6"
- Right angled forceps –8"
- Right angled forceps –9"
- Cheatle forceps
- Sponge holding forceps 8"
- Sponge holding forceps 9 ½"
- Forceps cum retractor

- Scissors
- Serratted scissors Iris scissors st
- Iris scissors cd
- Iris heavy scissors st
- Iris heavy scissors cd
- Mayo scissors 5 1/2" st
- Mayo scissors 5 ½" cd
- Mayo scissors 7 ¹/₂" st
- Mayo scissors 7 ½" cd
- Metzenbaum scissors 5" cd
- Metzenbaum scissors 5" st
- Metzenbaum scissors 6" cd
- Metzenbaum scissors 6"st
- Metzenbaum 7" cd
- Metzenbaum 7" st
- Metzenbaum 8" str
- Metzenbaum 8" cd
- Mc indoe scissors cd
- Big bandage scissors small Mew blunt scissors
- Needle holders Bayonet bozemann 6"
- Bayonet bozemann 8"
- Needle holder 7"
- Needle holder heavy 8"
- Gillies Needle holder tc Needle holder
- Others
- Knife handles
- Bowls
- Kidney trays

Item 14. Specifications for Microsurgical Instruments Sets

- High quality TITANIUM INSTRUMENTS
- Micro scissors straight
- Micro scissors curved
- Micro forceps
- Micro needle holder straight
- Micro needle holder curved
- Vessel dilator
- Colibri forceps
- Jewellers forceps plain with platform
- Jewellers forceps fine toothed
- Bulldog clamps
- Micro clamps (Arterial, Venus & double approximating clamps)
- Clamp applicator

• Instruments Box for Micro Surgery

5years Comprehensive Warranty. Equipment/ Instruments must be US FDA approved.

Item 15. Specifications for Hair transplant set

Handles :

- Multi Blade Handle Straight
- Multi Blade Hnadle staggering 19mm
- (with 6 spacers of 5 MM x 2, 2.5MM X 1 & 1.5 MM X 1)
- 1 cm Fixed With Multi Blade Handle 19/21 Gauge Needle Handle
- 24 Neele Handle
- Round Knife Handle #3
- Roumd Knife Handle #3 With Ruler
- Slit Holder Spring Model
- Slit Holder Adjustable Model

Forceps :

- Jewellers Long Straight 4.5"
- Jewellers Forceps Narrow tapered 5"
- Jewelers Forceps Straight 6"
- Jewellers Forceps Angled 4 ¹/₄ " with 4mm head
- Jewellers Forceps Angled 5" With 6 mm head
- Jewelers Forceps Angled 6"
- Colibri Forceps 41/2"
- Jewellers Forceps Curved 43/4"
- Foerster Forceps 4"
- Castrovijelo Forceps 4" Toothed
- AdsonsFenestated Forceps 5"

Titanium Forceps:

- Ti Jewellers Forceps Straight 43/4" plain
- TiJewerllers Forceps Tapered Narrow Straight 5"
- Ti Jewellers Forceps Tapered Narrow Straight 5" Toothed
- Ti Jewellers Forceps Angled 4 1/4 " with 4mm head
- TI Jewellers Forceps Angled 5"
- Ti Jewellers Forceps Curved 41/2"
- Ti Jewellers Forceps Foerster Forceps 3 ³/₄"
- Ti Jewellers Forceps Colibri 5"
- TiCastrovijelo Forceps Finest & Most Delicate Forceps Toothed
- Khannas Kolkata Slit (Set of 6 Assorted)
- 0.9*4mm,1.0*4mm,1.2*4mm,-1.4*4mm-1.6*4mm-1.6*4mm 1.6*5mm

DisposabelKolakateSlits :

- Width : 0,8,0.9,1,1.2,1.4& 1.5
- Apex Hair Transplantors :
- Apex hair Transplantors 1mm

- Apex Hair Transplantors 1.2mm
- Apex Hair Transplantors- 1.5mm
- Aped Hair Transplantors 1.8mm
- Spatula Pack of 5
- Fue punches SS sharp & amp; Blunt (SS) :
- 0.7mm., 0.8mm., 1.2mm., 1.5mm
- Contra angle punches 0.8mm., 0.9mm., 1.0mm
- Titanium FUE punches sharp :
- Titanium punches 0.8mm 0.9mm., 1.0mm

Others :

- Petri Dish glass ring graft storages devices ss autocleavable
- Hair line marker ss (set of 4)
- Disposable range :
- Disposable Transplantors 0.8mm
- Disposable Transplantors 1.0mm
- Disposable Transplantors 1.2mm
- Disposable Transplantors 1.5mm

5years Comprehensive Warranty.

Equipment/ Instruments must be US FDA approved.

Item 16. Specifications for Mini C-arm

- For small bones like hand & foot bones
- FD Pulse
- Detector Resolution 1.5 k x 1.5 k
- Detector Size15.0 cm x 15.0 cm
- Focal Spot42.5 microns
- 24" high-brightness diagnostic widescreen monitor
- Larger viewing area
- 1920 x 1200 resolution
- Wider viewing angle for increased visibility

5years Comprehensive Warranty.

Equipment/ Instruments must be US FDA approved.

Item 17. Specifications for Maxillofacial Set

- Complete set with micro-motor
- Arch bar cutter
- Wire twisting forceps
- Wire cutter
- Mesh cutter
- Miniplate cutter
- Transbuccal device with trocar & cheek retractor
- Self holding screw driver (size: 1.5mm,2mm,2.5mm)
- Nylon Faced Hammer

- Instruments set for Orthognathic/Maxillofacial Surgery
- Trauma Kit Implants Container with 2 Trays
- Drill Bits Container

Item 18.Specification of Nerve Stimulator Locater & Mapper

- Microprocessor controlled constant current delivery.
- Reliable and accurate current delivery.
- Stimulator, mapper and nerve locator modes in one unit.
- Compact size, light weight and user friendly.
- Alphanumeric LCD display with back light and touch key pad.
- Should have nerve stimulation mode, nerve mapper Mode for transcutaneous
- Tracing and motor and sensory nerves locator modes.
- Nerve stimulation mode should have Twitch, TOF, Tetanus, Double Burst stimulation and Post Tetanic Count.
- Should have audible alert before actual pulse delivery.
- Variable current range as per the selected mode.
- Separate output for stimulator, mapper and locator modes.
- Should work on mains power as well as on in- housed rechargeable batteries.

5years Comprehensive Warranty.

Equipment/ Instruments must be US FDA approved.

Part-3 Contract

Section VII. General Conditions of Contract

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Section VII. General Conditions of Contract

1 Definitions 1.1 The following words and expressions shall have the meanings hereby assigned to them:

- (a) "University" means Banaras Hindu University established under Banaras Hindu University Act 1915.
- (b) "Contract" means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (c) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.
- (d) "Contract Price" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- (e) "Day" means calendar day.
- (f) "Completion" means the fulfilment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (g) "GCC" means the General Conditions of Contract.
- (h) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- (i) "The Project Site," term where applicable, means the place of work named in the Special Conditions of Contract (SCC).
- (j) "Purchaser" means Banaras Hindu University, institute, faculty, department and other entities of the University competent for purchasing Goods and Services, as specified in the SCC.
- (k) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
- (1) "SCC" means the Special Conditions of Contract.
- (m) "Subcontractor" means any person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution

of any part of the Related Services is subcontracted by the Supplier.

- (n) "Supplier" means the person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
- (o) "The Project Site," where applicable, means the place named in the SCC.
- 2 Contract 2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.
 - t and3.1The University requires compliance with its policy againstlentthe corrupt and fraudulent practices as set forth Section- V.
 - 3.2 The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.
- **4 Interpretation** 4.1 Unless the context requires otherwise, singular means plural and vice versa.
 - 4.2 The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.
 - 4.3 Amendment

No amendment or other variation of the Contract shall be valid unless it is reduced to writing, dated, expressly refers to the Contract, and is signed by the duly authorized representative of each party thereto.

- 4.4 Nonwaiver
 - a. Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of

3 Corrupt and Fraudulent Practices any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

- b. Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
- 4.5 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

- **5 Language** 5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the SCC. Supporting documents and printed literature that are part of the Contract may be in any language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, such translation shall govern.
 - 5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.
- 6 Joint Venture, Consortium or Association
 6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfilment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association the prior consent of the Purchaser.
 - **Eligibility** 7.1 The Bidder should not have been declared insolvent by the competent court.

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- 7.2 The Bidder should not be disqualified for contract under the law of the land.
- 7.3 The Bidder should not be adjudged defaulter of Tax Payment under Income Tax Law or any other Law for the time being in-force.
- 7.4 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be

deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country. Nationality must be disclosed by the supplier

- 7.5 All Goods and Related Services to be supplied under the Contract shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.
- 8 Notices 8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term "in writing" means communicated in written form with proof of receipt.
 - 8.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- **9** Governing Law 9.1 The Contract shall be governed by and interpreted in accordance with the laws of India, unless otherwise specified in the SCC.
 - 9.2 Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in India when
 - (a) as a matter of law or official regulations, India prohibits commercial relations with that country; or
 - (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, India prohibits any import of goods from that country or any payments to any country, person, or entity in that country.
 - 10.1 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.
 - 10.2 If the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to settle the issue by arbitration, as hereinafter provided, as to the matter in dispute, no arbitration in respect of the matter be commenced unless such notice is given in accordance with this Clause for the final settlement of the matter. Arbitration may be commenced prior to or after delivery of the Goods
- onnection

10 Settlement of Disputes under the Contract.

		10.3	All questions, disputes and differences arising shall be referred by the Vice-Chancellor, Banaras Hindu University to the sole arbitrator for arbitration under the provision of the Arbitrations and Conciliation Act, 1996.
11	Obligations	11.1	Notwithstanding any reference to arbitration in Clause 10,
	During Arbitrations		(a) The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
			(b) The Purchaser shall pay any amount due to the Supplier.
12	Scope of Supply	12.1	The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.
13	Delivery and Documents	13.1	Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the SCC.
14	Supplier's Responsibilities	14.1	The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.
15	Contract Price	15.1	Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the SCC.
16	Terms of Payment	16.1	Ordinarily, payments for services rendered or supplies made shall be released only after the services have been rendered or supplies appropriate to the requirement made. However in following cases advance payments may be made if specified in SCC:
			(i) Advance payment demanded by firms holding maintenance contracts for servicing of Air-conditioners, computers, other costly equipment, etc.
			(ii) Advance payment demanded by firms against fabrication contracts, turnkey contracts etc.
			Such advance payment should not exceed the following

limits :-

- (i) Thirty percent of the contract value to private firms;
- (ii) Forty percent of the contract value to a State or central Government agency or a Public Sector Undertaking; or
- (iii) In case of maintenance contract, the amount should not exceed the amount payable for six months under the contract.
- 16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfilment of all other obligations stipulated in the Contract.
- 16.3 Payments shall be made promptly by the Purchaser, within ninety (90) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.
- 16.4 The currencies in which payment shall be made to the supplier under this contract shall be Indian currency unless otherwise agreed.
- **17 Taxes and Duties** 17.1 For goods manufactured outside India, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside India.

18 Performance

Security

- 17.2 For goods Manufactured within India, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- 17.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in India, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent or country or origin, the supplies shall provide benefit from any such tax sowing to the purchaser.
- 18.1 If required as specified in the SCC, the Supplier shall, within twenty-one (21) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the SCC.
 - 18.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
 - 18.3 As specified in the SCC, the Performance Security, if required, shall be denominated in the currency (ies) of the

Contract or in a freely convertible currency acceptable to the Purchaser; and shall be in one of the format stipulated by the Purchaser in the SCC, or in another format acceptable to the Purchaser.

- 18.4 Performance security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligation.
- 18.5 Bid security shall be refunded to the successful bidder within 30 days of receipt of performance security.
- 19 Copyright 19.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.
- 20 Confidential 20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party Information hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.
 - 20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.
 - 20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:
 - a. now or hereafter enters the public domain through no fault of that party;
 - b. can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
 - c. Otherwise lawfully becomes available to that party from a

third party that has no obligation of confidentiality.

- 20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.
- 20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.
- **21 Subcontracting** 21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later on shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.
 - 21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.
- 22 Specifications 2 and Standards
- 22.1 Technical Specifications and Drawings
 - (a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section-VI, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin or India.
 - (b) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.
- 23 Packing and Documents
 23.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
 - 23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special

requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser.

- 24 Insurance 24.1 Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the SCC.
- 25 Transportation and Incidental Services
 25.1 The Supplier is required under the Contract to transport the Goods to a specified place of final destination within India, defined as the Project Site, transport to such place of destination in India, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price"; or any other agreed upon trade terms (specify the respective responsibilities of the Purchaser and the Supplier)
 - 25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
 - (a) performance or supervision of on-site assembly and/or start up of the supplied Goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
 - (e) Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
 - 25.3 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services otherwise shall be at the cost of suppliers.
- **26 Inspections and** 26. **Tests**
- 26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the

Goods and Related Services as are specified in the SCC.

- 26.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in India as specified in the SCC. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
- 26.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
- 26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 26.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier, if permitted by the purchaser, shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.
- 26.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC Sub-Clause 26.6, shall absolve the Supplier from any warranties or other obligations

under the Contract.

- 27 Liquidated Damages
 27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 33.
- **28 Warranty** 28.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
 - 28.2 Subject to Sub-Clause 22.1(b) of GCC, the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in India.
 - 28.3 Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or warranty period mentioned by supplier whichever period concludes later unless mutually agreed.
 - 28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
 - 28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
 - 28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC; the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

- 29 Patent Indemnity
 29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered.
 - 29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
 - 29.3 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
- **30 Force Majeure** 30.1 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
 - 30.2 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 the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably possible, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
 - 30.3 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 31 Change Orders and Contract Amendments
 31.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to 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; and
- (d) the Related Services to be provided by the Supplier.
- 31.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.
- 31.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
- 31.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
- 32 Extensions of Time
 32.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. 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, in which case the extension shall be ratified by the parties by amendment of the Contract.
 - 32.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.
 - 33.1 Termination for Default
 - (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent

33 Termination

to the Supplier, may terminate the Contract in whole or in part:

- (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 32;
- (ii) if the Supplier fails to perform any other obligation under the Contract; or
- (iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 33.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
- 33.2 Termination for Insolvency.
 - (a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.
- 33.3 Termination for Convenience.
 - (a) The Purchaser, by 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 the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
 - (b) The Goods that are complete and ready for shipment within twenty-eight (28) 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:
 - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (ii) to cancel the remainder and pay to the Supplier an

agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

34 Assignment 34.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

Section VIII. Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC Clause Ref. No.	SCC		
GCC 1.1 (i)	The Purchaser's country is: India.		
GCC 1.1 (k)	The Purchaser is: The Professor In-Charge, Trauma Centre, Institute of Medical Sciences, Banaras Hindu University, Varanasi-221005		
GCC 1.1 (j)	The Project Site(s)/Final Destination(s) is/are: The Professor In-Charge, Trauma Centre, Institute of Medical Sciences, Banaras Hindu University, Varanasi-221005		
GCC 5.1	The language shall be: Hindi or English		
GCC 8.1	For notices, the Purchaser's address shall be:		
	Attention : Prof. Sanjeev Kumar Gupta		
	Street Address : Professor In-Charge, Trauma Centre,		
	IMS BHU, Varanasi		
	Floor/ Room number : Professor In-Charge Trauma		
	City : Varanasi		
	ZIP Code : 221005		
	Country : India		
	Telephone : 91-542-2366187(Ext.)		
	Facsimile number : 91-542-2366444		
	Electronic mail address : <u>osdtraumabhu@gmail.com</u>		
GCC 9.1	The governing law shall be the law of India .		
GCC 10.2	The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows:		
	Contracts with Supplier for arbitral proceeding		
	In the case of a dispute between the Purchaser and a Supplier, the dispute shall be referred to adjudication or arbitration in accordance with the laws of India by the arbitrator appointed by vice-chancellor, BHU, unless otherwise agreed.		
GCC 13.1	Details of Shipping and other Documents to be furnished by the Supplier are: (i) An airway bill		

	(ii) Insurance Certificate,
	(iii) Manufacturer's or Supplier's Warranty Certificate,
	(iv) Inspection Certificate issued by nominated inspection agency,
	(v) Supplier's factory shipping details etc.
	The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.
GCC 15.1	The prices charged for the Goods supplied and the related Services performed shall not be adjustable.
GCC 16.1	GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:
	Payment for Goods supplied from abroad:
	Payment of foreign currency portion shall be made in Indian Rupees in the following manner:
	 (i) On Shipment: Ninety (90%) percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon receiving equipment in good condition and documents specified in GCC Clause 13.1 under Section-VII.
	 (ii) On Acceptance: Remaining (10%) percent of the Contract Price of Equipment received shall be paid within thirty (30) days of receipt of the equipment upon submission of claim supported by the acceptance certificate issued by the Purchaser by bank draft/wire transfer.
	Payment of local currency portion shall be made in Indian Rupees within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed.
	Payment for Goods and Services supplied from within India:
	Payment for Goods and Services supplied from within India shall be made
	in Indian Rupees , as follows:
	 (i) On Delivery & Acceptance: Hundred (100%) percent of the Contract Price shall be paid on receipt of the Goods in good conditions and acceptance certificate for satisfactory installation and functioning.
GCC 18.1	A Performance Security shall be required @ 5% of contract price.
GCC 18.3	If required, the Performance Security shall be in the form of : Bank Guarantee/FDR
	If required, the Performance security shall be denominated in Indian

	Rupees.
GCC 23.2	The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract.
GCC 24.1	The insurance coverage shall be as specified in the Incoterms .
	If not in accordance with Incoterms , insurance shall be as follows: NA
GCC 25.1	Responsibility for transportation of the Goods shall be as specified in the Incoterms .
	If not in accordance with Incoterms , responsibility for transportations shall be as follows: NA
GCC 25.2	Incidental services to be provided are:
	Selected services covered under GCC Clause 25.2 and/or other should be specified with the desired features. The price quoted in the bid price or agreed with the selected Supplier shall be included in the Contract Price.
GCC 26.1	The inspections and tests shall be: Equipment should be installed at site by designated engineer of the firm. Demonstration should be made to the satisfaction of the P.I. At least four free visits should be made by the engineer during the first year after installation to clarify and rectify any doubts or problems as may be faced by the user.
GCC 26.2	The Inspections and tests shall be conducted at the Department where the equipment is installed. For the rest please refer to GCC 26.1.
GCC 27.1	The liquidated damage shall be: 1% per week
GCC 27.1	The maximum amount of liquidated damages shall be: 10%
GCC 28.3	The period of validity of the Warranty shall be 60 months from date of acceptance/ satisfactory installation of the equipment.
	For purposes of the Warranty, the place(s) of final destination(s) shall be the Department where the equipment is installed.
	The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract (if any). If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:
	(a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the

	contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4, or	
	(b) pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 1% per week of actual value of the equipment (maximum 10%).	
GCC 28.5	The period for repair or replacement shall be: 60 days	

Part-4 Bidding Forms & Contract Forms

Section IX: Bidding Forms

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(i) Tender Form

(Techno commercial un-priced Bid)

(On the letter head of the firm submitting the bid)

Fender No
o
The

Dear Sir,

- 1. I/We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders;
- 2. I/We meet the eligibility requirements and have no conflict of interest;
- 3. I/We have not been suspended nor declared ineligible in India;
- 4. I/We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods: *[insert a brief description of the Goods and Related Services]*;
- 5. I/We offer to supply the items as listed in the schedule to this tender hereto/portion thereof as you may specify in the acceptance of Tender at the price given in the said Schedule and agree to hold this offer open for a period of 90 days from the date of opening of the tender.
- 6. I/we shall be bound by a communication of acceptance issued by you.
- 7. I/We have understood the Instruction to bidders and Conditions of Contract in the form as enclosed with the invitation to the tender and have thoroughly examined the specifications quoted in the Schedule hereto and am/are fully aware of the nature of the goods required and my/our offer is to supply the goods strictly in accordance with the specifications and requirements.
- 8. A crossed Bank Draft in favor of the Registrar, BHU for Rs. (Rupees.....only) as Earnest Money is enclosed. The Draft is drawn onBank payable at Varanasi.

- 9. The following have been added to form part of this tender.
 - (a) Samples of items quoted for, as per instructions provided in the schedule of requirement.
 - (b) Schedule of requirements, quoting the make only duly signed and stamped.(without indicating price)
 - (c) Income Tax clearance certificate.
 - (d) Copy of last audited balance sheet.
 - (e) Copy of Valid Central/State sales tax registration certificate.
 - (f) Copy of relevant major purchase orders valuing mare than Rs. 20000/- executed during last two years for Govt. Depts., PSUs & Central Autonomous bodies..
 - (g) Proof of manufacturing Unit, dealership certificate/general order suppliers.
 - (h) Statement of deviations from financial terms & conditions, if any.
 - (i) Any other enclosure. (Please give details)
- 10. We undertake to execute all orders which have been placed to meet emergent requirements on priority basis.
- 11. Certified that the bidder is:
 - (a) A sole proprietorship firm and the person signing the bid document is the sole proprietor/constituted attorney of the sole proprietor,

Or

(b) A partnership firm, and the person signing the bid document is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/by virtue of general power of attorney.

Or

(c) A company and the person signing the document is the constituted attorney.

(NOTE: Delete whatever is not applicable. All corrections/deletions should invariable be duly attested by the person authorized to sign the bid document).

- 12. We do hereby undertake that, until a formal notification of award, this bid, together with your written acceptance thereof shall constitute a binding contract between us.
- 13. If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;
- 14. We are not participating, as a Bidder or as a subcontractor, in more than one bid in this bidding process, other than alternative bids submitted;
- 15. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of fraud and corruption

Name of the Bidder* [insert complete name of person signing the Bid]

Name of the person duly authorized to sign the Bid on behalf of the Bidder** [insert complete name of person duly authorized to sign the Bid]

Title of the person signing the Bid [insert complete title of the person signing the Bid]

Signature of the person named above [insert signature of person whose name and capacity are shown above]

Date signed _ [insert date of signing] day of [insert month], [insert year]

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

**: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.

Yours faithfully,

(Signature of bidder)
Dated this day of
Address:
Telephone No. :
FAX
E-mail

Company seal

(ii) Tender Form

(Priced Bid)

(On the letter head of the firm submitting the bid document)

To, The ______ _____ Ref: Tender No......Dated:

Sir,

Having examined the bidding documents and having submitted the techno commercial unpriced bid for the same, we, the undersigned, hereby submit the priced bid for supply of goods and services as per the schedule of requirements and in conformity with the said bidding documents.

- 1. We hereby offer to supply the Goods/Services at the prices and rates mentioned in the enclosed schedule of requirement.
- 2. We do hereby undertake that, in the event of acceptance of our bid, the supply of Goods/Services shall be made as stipulated in the schedule of requirement and that we shall perform all the incidental services.
- 3. The prices quoted are inclusive of all charges net F.O.R University. We enclose herewith the complete Financial Bid as required by you. This includes:
 - a. Price Schedule (Bill of Quantity-BOQ).
 - b. Statement of deviations from financial terms and conditions.
- 4. We agree to abide by our offer for a period of 90 days from the date fixed for opening of the bid documents and that we shall remain bound by a communication of acceptance within that time.
- 5. We have carefully read and understood the terms and conditions of the bid document and we do hereby undertake to supply as per these terms and conditions. The Financial Deviations are only those mentioned in the statement of deviations from financial terms and conditions.
- 6. We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract: [insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate "none.")

- 7. We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed; and
- 8. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Certified that the bidder is:

A sole proprietorship firm and the person signing the bid document is the sole proprietor/ constituted attorney of sole proprietor,

Or

A partnership firm, and the person signing the bid document is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/by virtue of general power of attorney,

Or

A company and the person signing the bid document is the constituted attorney.

(NOTE: Delete whatever is not applicable. All corrections/deletions should invariably be duly attested by the person authorized to sign the bid document.)

We do hereby undertake that, until a formal notification of award, this bid, together with your written acceptance thereof, shall constitute a binding contract between us.

Dated this day of	
Signature of Bidder	
Details of enclosures	
Full Address:	
Telephone No	
Mobile No. :	
Fax No. :	
E-mail:	

Company Seal

Bidder Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: [insert date (as day, month and year) of Bid Submission] ADVT. No.: [insert number of bidding process] Alternative No.: [insert identification No if this is a Bid for an alternative] Page _____ of_ ____ pages

1. Bidder's Name [insert Bidder's legal name]

2. In case of JV, legal name of each member : [insert legal name of each member in JV]

3. Bidder's actual or intended country of registration: [insert actual or intended country of registration]

4. Bidder's year of registration: *[insert Bidder's year of registration]*

5. Bidder's Address in country of registration: [insert Bidder's legal address in country of registration]

6. Bidder's Authorized Representative Information

Name: [insert Authorized Representative's name]

Address: [insert Authorized Representative's Address]

Telephone/Fax numbers: [insert Authorized Representative's telephone/fax numbers]

Email Address: [insert Authorized Representative's email address]

7. Attached are copies of original documents of [check the box(es) of the attached original documents]

□ Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above.

□ In case of JV, letter of intent to form JV or JV agreement.

□ In case of Government-owned enterprise or institution, documents establishing:

- Legal and financial autonomy
- Operation under commercial law
- Establishing that the Bidder is not dependent agency of the Purchaser
- 2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

Manufacturer's Authorization

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the **BDS**.]

Date: [insert date (as day, month and year) of Bid Submission] ADVT. No.: [insert number of bidding process] Alternative No.: [insert identification No if this is a Bid for an alternative]

To: [insert complete name of Purchaser]

WHEREAS

We [insert complete name of Manufacturer], who are official manufacturers of [insert type of goods manufactured], having factories at [insert full address of Manufacturer's factories], do hereby authorize [insert complete name of Bidder] to submit a bid the purpose of which is to provide the following Goods, manufactured by us [insert name and or brief description of the Goods], and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 28 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: [insert signature(s) of authorized representative(s) of the Manufacturer]

Name: [insert complete name(s) of authorized representative(s) of the Manufacturer]

Title: [insert title]

Dated on ______, _____ [insert date of signing]

Section X. Contract Forms

This Section contains forms which, once completed, will form part of the Contract. The forms for Performance Security and Advance Payment Security, when required, shall only be completed by the successful Bidder after contract award.

Table of Forms

1.	Tender Acceptance Letter 102
2.	Contract Agreement
3.	Performance Security
4.	Advance Payment Security

Tender Acceptance Letter

(To be given on Company Letter Head)

Date:

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No._____

Name of Tender/ Work: -

Dear Sir,

1. I/We have downloaded/ obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

as per your advertisement, given in the above mentioned website(s).

- 2. I/We hereby certify that I/We have read the entire terms and conditions of the tender documents from Page No. ______ to _____ (including all documents like section(s), schedules(s) etc.), which form part of the contract agreement and I/we shall abide hereby by the terms/conditions/ clauses contained therein.
- 3. The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.
- 4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s)/ corrigendum(s) in its totality/entirety.
- 5. In case any provisions of this tender are found violated, then your department/organisation shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

Contract Agreement

[The successful Bidder shall fill in this form in accordance with the instructions indicated]

THIS AGREEMENT made

the [insert: number] day of [insert: month], [insert: year].

BETWEEN

- (1) [insert complete name of Purchaser], a [insert description of type of legal entity, for example, an agency of the Ministry of of the Government of { insert name of Country of Purchaser }, or corporation incorporated under the laws of { insert name of Country of Purchaser }] and having its principal place of business at [insert address of Purchaser] (hereinafter called "the Purchaser"), of the one part, and
- (2) [insert name of Supplier], a corporation incorporated under the laws of [insert: country of Supplier] and having its principal place of business at [insert: address of Supplier] (hereinafter called "the Supplier"), of the other part :

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services

The Purchaser and the Supplier agree as follows:

- 1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
- 2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.
 - (a) the Letter of Acceptance
 - (b) the Tender Forms
 - (c) the Addenda Nos.____ (if any)
 - (d) Special Conditions of Contract
 - (e) General Conditions of Contract
 - (f) the Specification (including Schedule of Requirements and Technical Specifications)
 - (g) the completed Schedules (including Price Schedules(BOQ))
 - (h) any other document listed in GCC as forming part of the Contract

- 3. In consideration of the payments to be made by the Purchaser to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
- 4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of 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.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: [insert signature] in the capacity of [insert title or other appropriate designation] in the presence of [insert identification of official witness]

For and on behalf of the Supplier

Signed: [insert signature of authorized representative(s) of the Supplier] in the capacity of [insert title or other appropriate designation] in the presence of [insert identification of official witness]

Performance Security

Option 1: (Bank Guarantee)

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: [insert name and Address of Purchaser]

Date: _ [Insert date of issue]

PERFORMANCE GUARANTEE No.: [Insert guarantee reference number]

Guarantor: [Insert name and address of place of issue, unless indicated in the letterhead]

We have been informed that _ [insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture] (hereinafter called "the Applicant") has entered into Contract No. [insert reference number of the contract] dated [insert date] with the Beneficiary, for the supply of _ [insert name of contract and brief description of Goods and related Services] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of [insert amount in figures] (______) [insert amount in words]⁵, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the Day of, $2...^6$, and any demand for payment under it must be received by us at this office indicated above on or before that date.

⁵ The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, and denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.

⁶ Insert the date twenty-eight days after the expected completion date as described in GC Clause 18.4. The Purchaser should note that in the event of an extension of this date for completion of the Contract, the Purchaser would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

Option 2: Performance Bond

By this Bond [insert name of Principal] as Principal (hereinafter called "the Supplier") and [insert name of Surety] as Surety (hereinafter called "the Surety"), are held and firmly bound unto [insert name of Purchaser] as Oblige (hereinafter called "the Supplier") in the amount of [insert amount in words and figures], for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Supplier and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Contractor has entered into a written Agreement with the Purchaser dated the ______ day of ______, 20 _____, for [name of contract and brief description of Goods and related Services] in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

NOW, THEREFORE, the Condition of this Obligation is such that, if the Supplier shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Supplier shall be, and declared by the Purchaser to be, in default under the Contract, the Purchaser having performed the Purchaser's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- (1) complete the Contract in accordance with its terms and conditions; or
- (2) obtain a Bid or bids from qualified Bidders for submission to the Purchaser for completing the Contract in accordance with its terms and conditions, and upon determination by the Purchaser and the Surety of the lowest responsive Bidder, arrange for a Contract between such Bidder and Purchaser and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "Balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by Purchaser to Supplier under the Contract, less the amount properly paid by Purchaser to Contractor; or
- (3) pay the Purchaser the amount required by Purchaser to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Purchaser named herein or the heirs, executors, administrators, successors, and assigns of the Purchaser.

In testimony whereof, the Supplier has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this _____ day of _____20___.

SIGNED ON	on behalf of
	in the capacity of
In the presence of	
SIGNED ON	on behalf of
Ву	in the capacity of
In the presence of	

Advance Payment Security

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: [Insert name and Address of Purchaser]

Date: [Insert date of issue]

ADVANCE PAYMENT GUARANTEE No.: [Insert guarantee reference number]

Guarantor: [Insert name and address of place of issue, unless indicated in the letterhead]

We have been informed that [insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture] (hereinafter called "the Applicant") has entered into Contract No. [insert reference number of the contract] dated [insert date] with the Beneficiary, for the execution of [insert name of contract and brief description of Goods and related Services] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum *[insert amount in figures]* () *[insert amount in words]* is to be made against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (______) *[insert amount in words]¹* upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:

- (a) has used the advance payment for purposes other than toward delivery of Goods;
 - or
- (b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to

¹ The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Purchaser.

above has been credited to the Applicant on its account number [insert number] at [insert name and address of Applicant's bank].

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, has been certified for payment, or on the *[insert day]* day of *[insert month]*, *[insert year]*, whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No.758, except that the supporting statement under Article 15(a) is hereby excluded.

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

INVITATION FOR BIDS Notice Inviting Tender (NIT)

BANARAS HINDU UNIVERSITY

TRAUMA CENTRE INSTITUTE OF MEDICAL SCIENCES VARANASI-221005

e-Procurement Notice

Ref: BHU/IMS/TC/N-1/2017/09

Online tenders are hereby invited in two cover system from reputed manufacturer/ authorized representative of a manufacture/whole sale dealer/importer for supply of :-

Supply of Medical & Surgical Equipments in Trauma Centre, IMS, BHU

Bidders can download complete set of bidding documents from e- procurement Platform <u>http://eprocure.gov.in/eprocure/app</u> from 04/05/2019onwards. Bidders need to submit the bids online for the interested items by uploading all the required documents through <u>http://eprocure.gov.in/eprocure/app</u>.

Last Date/ Time for receipt of bids through e-procurement is: 03/06/2019 upto 17:00PM. (Server time). Late bids shall not be accepted.

For further details regarding Tender Notification & Specifications please visit website: <u>http://eprocure.gov.in/eprocure/app</u> and <u>www.bhu.ac.in</u>.

Published Date	04-05-2019 (14:00 PM)
Bid Document Download Start Date	04-05-2019 (14:00 PM)
Clarification Start Date	04-05-2019 (14:00 PM)
Clarification End Date	06-05-2019 (16:00 PM)
Pre bid meeting	10-05-2019 (15:00 PM)
Bid Submission Start Date	12-05-2019 (11:00 AM)
Bid Document Download End Date	03-06-2019 (17:00 PM)
Bid Submission End Date	03-06-2019 (17:00 PM)
Bid Opening Date	05-06-2019 (15:00 PM)

CRITICAL DATE SHEET

sd/-Registrar

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Dated: 04.05.2019