

BHOPAL MEMORIAL HOSPITAL & RESEARCH CENTRE

Department of Health Research, Ministry of Health & Family Welfare, Govt. of India

Raisen By Pass Road, Karond Bhopal -462038 (M.P.)

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NOTICE INVITING TENDER

Tender Ref No. BMHRC/PUR/LT/2016-17/05/RE (Refrigerator (Big) 310L)

The **Director**, Bhopal Memorial Hospital & Research Centre (BMHRC), Bhopal invites sealed tender in two bid system for **Refrigerator (Big) 310L** for Supply, Installation & Commissioning from original Manufacturers (Principal company) or authorized distributors for imported equipment if there is no marketing office of Principal Companies in India.

The Tender form will be issued from **10.02.2017** to **09.03.2017** during the office hours. Last date of Submission of Tender is **10.03.2017 up to 11.00 AM**. The Tenders (Technical Bid) will be opened **on 10.03.2017 at 12.00 Noon** before the tenderers i.e. original Manufacturers (Principal firms) or authorized distributors for imported equipments .The bids should in the form of:

(1) **TECHNICAL BID** providing detailed specifications and detailed technical proposal as per required specifications at Annexure 'A' together with manufacturer's original data-sheets supporting the specifications in sealed cover and Earnest Money & tender fee Deposits in separate sealed cover.

(2) **PRICE BID** for supply, installation, additional warranty/AMC and commissioning of the following equipments:.

S. No.	Name of Equipment	Quantity required	E.M.D.
1	Refrigerator (Big) 310L	08 Nos.	Rs. 6400/-

Detailed tender documents (Non-transferable) can be downloaded or purchased from Purchase Department in any working day (Monday to Friday during 10.00 AM to 5.00 PM) and (Saturday up to 2.00PM) on submission of written request clearly mentioning the name of equipment with payment (Cash/DD) of Rs. 500.00 (Five Hundred Rupees Only) (Non-refundable) as a cost of tender form for each item **or** can be downloaded from the website of BMHRC <http://www.bmhrc.org> or website of <http://www.eprocure.gov.in> for this payment of Rs. 500.00 as cost of tender documents for each item will have to be paid separately by D.D. in favour of **Director, BMHRC, Bhopal** at the time of submission of tender documents, otherwise tender will not be considered.

For more details please refer to website of BMHRC <http://www.bmhrc.org> or Website of CPP Portal, New Delhi www.eprocure.gov.in

Note:

1. If the date of submission is declared as holiday than the date of submission would be next working day and accordingly it would be opened on the date of closure at the same time.
2. If any corrigendum is issued after pre bid meeting. It would be uploaded on the website of BMHRC, Bhopal only. For any amendments bidders are requested to see website of BMHRC, Bhopal.

**Director,
BMHRC, Bhopal**

Tender Document

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TENDER NOTICE

1. The Director, Bhopal Memorial Hospital & Research Centre, Bhopal invites Sealed Tenders in Two BID SYSTEM from original Manufacturers (Principal firms) or authorized distributors for imported equipments if there is no marketing office of Principal Companies in India. The bids should in the form of

(1) **TECHNICAL BID** providing detailed specifications and detailed technical proposal as per required specifications at **Annexure 'A'** together with manufacturer's original data-sheets supporting the specifications in sealed cover and Earnest Money& tender fee Deposits in separate sealed cover and

(2) **PRICE BID** for Supply, Training, Installation, additional Warranty/AMC and Commissioning of equipment.

2. The tender documents can be obtained (in person) by depositing a non-refundable amount of Rs. 500.00 (Five hundred Rupees Only) in the shape of a Banker's Cheque/Demand Draft, drawn in favour of "Director, Bhopal Memorial Hospital & Research Centre", payable at Bhopal or cash along with written application from the office of Purchase Department, BMHRC, Bhopal . The above can be downloaded from BMHRC, Bhopal web site at <http://www.bmhrc.org> and <http://eprocure.gov.in> for which as a document fee of Rs. **500.00 non-refundable** by a Demand Draft only in favour of "Director, Bhopal Memorial Hospital & Research Centre," payable at **Bhopal** separately for each item should be submitted at the time of submission of tender, otherwise tender will not be considered. Tender application forms are not transferable.

3. IMPORTANT POINTS TO BE NOTED:

Opening and closing dates and time of issue of tender documents	10.02.2017 at 10.00 AM (Opening) to 09.03.2017 at 5.00 PM (Closing) (Saturday up to 2.00PM)
Last date and time of submission of tender	10.03.2017 up to 11.00 AM
Opening dates and time of Technical bids	10.03.2017 at 12.00 Noon
Pre Bid Meeting Date & Time	20.02.2017 at 12.00 Noon
Address for issue and submission of tender documents	Director Bhopal Memorial Hospital & Research Centre, Raisen By pass Road , Bhopal - 462038
Non-refundable fee for tender document for each item/instrument	Rs. 500.00 by Demand Draft/Banker Cheque in the favour of Director BMHRC payable at Bhopal or purchase from the Purchase Dept. through Cash Deposit of Rs. 500/- in account section.
Tender documents will also be available at website	http://www.bmhrc.org and www.eprocure.gov.in
Earnest Money Deposit (EMD) (Interest-free, refundable) (to be sent with the Technical Bid)	Amount of EMD is required to be deposited by Demand Draft/ Banker cheque in the favour of Director BMHRC, Bhopal payable at Bhopal or by submitting "Bid Security /Earnest Money Deposit Form". The bid security normally to remain valid for period of forty five days beyond the final bid validity period as per Annexure G , duly certified by the Bank (Along with Technical Bid in a separate envelope) compulsory.

Note:

- The specified tender fee should accompany with internet-downloaded tender document. Failing which tender will not be considered.

4. Eligibility Criteria:

- 1) Original Equipment Manufacturers with Sales and service support facilities in India through their branch office / authorized representative in India.
- 2) The minimum turnover of the participated bidders or manufacturers during last three years should be **Rs. 10.00 Crores** per annum. Bidders or manufacturers should be submit the Audited Balance Sheets (Financial Statement) of last three years i.e. 2013-14, 2014-15 and 2015-16 as a proof **or** statement of annual turnover certified by Chartered Accountant (CA), otherwise tender will not be considered.
- 3) Indian agent with extensive sales (Minimum 3 years) and service support in India preferably in MP, representing foreign principals, Original Equipment manufacturers, Firms/companies with either of the above eligibility criteria, are eligible to quote for the equipment. The Indian agency /dealership/reseller ship certificate with details of sales and service support & balance sheet of last three years as above should be submitted with the technical bid by the Indian agent.
- 4) Submission of Earnest Deposit Money (EMD) of Rs. 6400/- only.
- 5) Submission of an Undertaking as mentioned in **Annexure – K**.

5. Pre Bid Meeting:

1. Pre Bid Meeting will be conducted on **20.02.2017 at 12.00 Noon** in Conference Room Administrative Block, BMHRC Bhopal.
2. Any bidder who wishes to participate in the Pre-Bid meeting has to submit the points for consideration of the Pre Bid Committee 3 days in advance of the meeting i.e. **20.02.2017** through email (scanned copy of letters with sign & seal of authorized person) or hard copy of letter through courier besides this the copy of the document in MS-Word format is to be mailed to purchase@bmhrc.org or po.bmhrc@gmail.com with the tender no in the subject line of the email.

6. Instructions to Bidders

1. Scope of Work -

The scope includes Supply of complete equipment, Installation, Testing, commissioning on basis.

The installation which includes satisfactory demonstration, required Training Obtaining final acceptance certificate from the user department, Providing warranty for five years free of cost for Equipment and thereafter maintenance or five years (payable extra) after expiry of Warranty as CMC/AMC.

2. **Formats for Bids:** Tender should be submitted in two parts viz.

2.1. Part I – (Technical Bid) (**without Price**) in sealed envelope and separate sealed envelope of EMD & tender fee:

- 1) A detailed technical proposal supported by pictures, diagrams, design as per the specification at '**Annexure A**'.
- 2) A Technical Compliance Statement for each parameter required for equipment '**Annexure B**' exactly in the order as mentioned in the tender document. (**Point wise must**)
- 3) The Deviation statement '**Annexure C**' if any Tender specifications, terms and conditions are deviated by the bidder. If there is no Deviation then the bidder should record 'No Deviation' in the Deviation Statement
- 4) After Sales support details must be in the format '**Annexure E**'.
- 5) The warranty certificate to be given by the Manufacturer / vendor should be as per '**Annexure F**'.
- 6) If the bidder is furnishing EMD by Bank guarantee then the format given in **Annexure G** is to be used.
- 7) Check list as per **Annexure H**' and enclose with the Technical Bid.

- 8) List of Users for a period during 3 years preceding this tender (If possible similar equipment)-
'Annexure I'
- 9) Performance Bank Guarantee as per format given as **'Annexure J' (to be submitted by selected company/vendor only)**
- 10) Undertaking to be submitted **by manufacturer** as per format given as **"Annexure K"**.
- 11) Multi option quotations for desired equipment will be summarized rejected without any information to bidder.

2.2 Part II – (Price Bid: The Price Bid offer should be submitted in the format as mentioned in the Tender Document (**Annexure- D**) and kept in another separate sealed envelope. The all sealed envelopes should be kept in large envelope & sealed with wax. The tenderers are requested to give detailed quotation. Particulars of price bid offer must be given as per **'Annexure D'**. CMC/AMC cost should be quoted in Rupees not in percentage.

2.3 Technical Evaluation: -

- 1) The technical bid shall be opened at the scheduled Date & Time in presence of tenderers.
 - 2) The technical bid of the qualified tenderers shall be examined, on the basis of information/documents submitted by the Bidder with the Technical bid and professional recommendations of the Technical Evaluation Committee (TEC).
3. **Tender Document Fee:** - Tender Document Fee is also payable by companies who have downloaded the tender documents from the website <http://www.bmhrc.org> or [http:// www.eprocure.gov.in](http://www.eprocure.gov.in) they should submit the tender along with a bank draft of Rs. 500/- payable to **Director, BMHRC Bhopal** which should be enclosed with the Technical Bid. In case of purchase of tender document from BMHRC original money receipt should be submitted along with Technical bid.
4. **Earnest Money Deposit:-**
- a) The Technical Bid (Part-1) should be accompanied by Earnest Money Deposit of Rs. 6400/- (Six Thousand Four Hundred Rupees Only) in the form of Demand Draft/Bankers Cheque, Bank Guarantee The bid security (Format as per **Annexure G**) normally to remain valid for period of forty five days beyond the final bid validity period issued from any commercial bank drawn in favour of **Director, Bhopal Memorial Hospital & Research Centre, Bhopal**. Tenders not accompanied with EMD in the Technical bid will be summarily rejected. The EMD will carry no interest. EMD will be refunded after finalization of bid to the unsuccessful tenderers. The EMD is liable to be forfeited, if the bidder withdraws or amends, impairing or derogates from the tender in any respect.
 - b) Earnest Money Deposit (EMD) of the successful tenderers will be refunded only after completing all the tendering procedures in all respect i.e. submission of Performance Bank Guarantee and other required formalities as committed by the tenderers in their bid and/ or during negotiation/discussion etc., if tenderer fails to complete their promises/ words within the stipulated period, EMD will be liable to be forfeited in favour of BMHRC.
5. **Exemption from payment of EMD:** - Firms registered with the Central Purchase Organization (e.g. DGS&D) and NSIC who are exempted from payment of EMD are also allowed for exemption from payment of EMD if the product being quoted is actually manufactured by them and the product is registered with these agencies. Firms registered with these agencies which are selling products of other companies and not manufacturing the products being quoted by them are not allowed exemption from payment of EMD. To avail EMD exemption, the firms should submit a legible photocopy of valid Registration Certificate of the

products manufactured and registered with DGS&D and NSIC in a separate envelope along with the technical bid.

6. **Exemption from Turnover of Eligibility Criteria:** Small Scale Industries are exempted from providing the minimum turnover criteria as per guidelines laid down by Govt. of India for SSI Units to ensure there is no discrimination against them.
7. **Bid Submission:-** Completed Tender Document (all envelopes sealed in a envelop) should be signed by the bidder on each page at the bottom, super scripting the Tender Reference Number and Closing date and name of the equipment on envelop and sent to following address:

**The Director,
Bhopal Memorial Hospital & Research Centre
Dept. Health Research, Ministry of Health & Family Welfare,
Govt. of India, Raisen By Pass Road, Bhopal-462038 (MP)**

8. Each Tender sent by Post/Courier/Dropped in tender drop box is to be enclosed in Double Cover. The inner cover should be **SEALED WITH WAX AND SUPERSCRIBED** as “Tender for “(write name of equipment)” **Tender Reference No.** Dated Date of Opening” etc. The Separate covers containing the Technical Bid and Price Bid for each item should be clearly superscripted as “Technical Bid” and “Price Bid” respectively with quoted equipment name and both these sealed covers are to be put in a larger cover which should also be sealed and duly superscripted name of bidder firms address and name of equipment. Quotations delivered personally should be put in the Tender Box kept at BMHRC, Bhopal. The tenderers themselves should ensure that their tenders with all requirements reach this office within the stipulated date and time. No late-tenders or delayed-tenders will be accepted. BMHRC, Bhopal will not be responsible for non-receipt / postal delays.
9. **Bid Submission:** - The submission of bid at schedule date and time. Late bids (i.e. bids received after the specified date and time for receipt of bids) should not be considered.
10. **Technical Bid Opening:** -The technical bid of the vendors whose tenders have been received at BMHRC, Bhopal before the closing date and time will be opened at scheduled date and time. Vendors or their representatives who wish to be present at the time of opening of Technical bid may present.
11. **Price Bid Opening:** - Only those bids, which meet our technical requirement & recommended by Technical Evaluation Committee (TEC) will be considered for opening of **Price Bid**. Those vendors who qualify in the technical evaluation will be permitted to be present at the time of price bid opening. The date and time of price bid opening will be intimated to all technically responsive bidders through email.
12. **Price Reasonability Certificate:** Please quote the best minimum prices. A certificate regarding the quoted rates must be given by the bidders to this effect that they have never quoted not sold/ supplied the same item to any other customer at lesser rates than those offered to BMHRC, Bhopal.
13. **Language of Bid:** - The draft bid submitted by the bidder, the technical brochures and all correspondence relating to the bid shall be written in English language only.
14. **Validity of offer:** - Offer shall valid **for 1 year after the date** of opening of technical bids at BMHRC, Bhopal. An Offer valid for a shorter period may be rejected as non responsive by BMHRC, Bhopal. In exceptional circumstances BMHRC, Bhopal may solicit the vendor’s consent to an extension of the period of validity. The vendor accepting the request for extension will not be permitted to modify the bid.
15. INTERIM CORRESPONDENCE WILL NOT BE ENTERTAINED.
16. Tender Documents are not transferable under any circumstances.
17. The bid should be complete in all respects otherwise liable to be rejected. Tender should be duly signed. Incomplete and unsigned bids will not be considered.

18. Quotations must be clearly written or typed without any overwriting. The person signing the bid must attest all corrections / over writings if any.
19. All rates / prices in Price bid should be given in figures and in words. If there is any discrepancy between the Prices given in figures and words the Lower of the two shall be taken for our comparison.
20. **Installation of Equipments:** Equipments will be installed at BMHRC, Bhopal.
21. Director BMHRC, Bhopal reserves the right to defer the above dates or cancel the Tender in part or whole without assigning any reason what so ever.
22. All terms and conditions of the tender/quotation will be dealt as per instructions guideline of Central Vigilance Commission.

6. GENERAL TERMS AND CONDITIONS

1. Printed terms and conditions of the firms sent along with offer, if any, shall not be binding on us, if they are in full or in part are not consistent with the terms and conditions specified in this Tender.
2. Installation & Commissioning means Supply, installation, and commissioning and satisfactory demonstration & training to staff to operate of the whole system as per the specification ordered for.
3. **Liability for Late delivery & installation** - If the Vendor delays in supply, installation & commissioning with all respect beyond stipulated period mentioned in purchase order, a sum equivalent to 1 (one) percent of the Order Value for each week of delay will be deducted from the Contract Value, as liquidated damages, subject to maximum deduction of 10 percent of the Order Value.
4. In case the supplier/agent defaults in the installation & commissioning including supply as per the order placed by Bhopal Memorial Hospital & Research Centre, Bhopal (MP), India fails to time period within the stipulated time as indicated in the Purchase order or even within the extended delivery date, the purchase order lying with the tenderer should stand automatically cancelled and BMHRC, Bhopal shall be at liberty to get work done from other available sources at the risk and cost of the defaulting tenderer. The additional expenditure so incurred for work done shall be borne by the defaulting tenderer and this amount will be limited to amount of Performance security and tenderer will be blacklisted for five years.
5. **Inspection:** - BMHRC, Bhopal may decide to inspect the equipments in the following modes.
 - a. Pre shipment inspection may be done by the Personnel of BMHRC, Bhopal.
 - b. Pre shipment inspection may also be done by any reputed Inspection agency.
6. **BMHRC, Bhopal** shall inspect and test and where necessary reject the equipments after its arrival at BMHRC, Bhopal in addition to Pre shipment inspection if any. The Pre shipment inspection shall in no way be limited or waived by reason of the equipments having been inspected, tested and passed by BMHRC, Bhopal or the inspection agency prior to shipment.
7. **Packing:** - The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit. Suppliers will have to make good the shortages, if any, which are revealed after opening the packages. The stores which are spoiled / damaged during transit due to faulty packing will have to be replaced by the suppliers.
8. **Force Majeure clause:-** The vendor shall not be liable for forfeiture of its bid security, performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. Force Majeure means an event beyond the control of the supplier and not involving the vendor's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the vendor either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine

restrictions and freight embargoes. If a Force Majeure situation arises the Vendor shall forthwith notify BMHRC, Bhopal in writing of such conditions and cause thereof. Unless otherwise directed by BMHRC, Bhopal in writing, the vendor shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all alternative means for performance not prevented by the Force Majeure event.

9. **Dimensions and weight:**-The dimensions of the equipment, the net weight and gross weight of the equipment should be clearly mentioned in the technical bid.
10. **Applicable Law:**- This tender documents and contract is subject to the Indian law and Indian Contracts Act as applicable & amended from time to time
11. **Jurisdiction:** - All disputes are subject to the courts within *Bhopal*, India jurisdiction only.
12. Full and complete set of documentation manuals, Operation manuals and service / Maintenance manuals to be provided in **English**.
13. **Arbitration:**
 - i. All dispute or difference of any kind shall arise between the purchaser and the supplier in connection with or relating to the contract, contained herein, shall be mutually discussed and settled between the parties.
 - ii. However, disputes which cannot be settled shall be finally decided and resolved by arbitration in accordance to the provisions of the arbitration and conciliation act 1996 and any subsequent amendments thereto. The matter requiring arbitration will be referred to a sole arbitrator to be appointed by the Director, BMHRC only. The proceedings of the arbitration shall be conducted in English and shall be constructed as domestic arbitration under applicable laws.
 - iii. All the disputes/issues arising out of this transaction will be subjected to the exclusive jurisdiction of courts at Bhopal.
14. **Language of contract:** - The contract / Purchase Order and all correspondence relating to the contract / Purchase order shall be written in English language only.
15. **Notices and communications:**- For all purposes of all notices, the following address shall be used by the Bidder / Vendor:-

The Director,
Bhopal Memorial Hospital & Research Centre
Department of Health Research, Ministry of Health & Family Welfare,
Govt. of India, **Raisen By pass Road, Karond, Bhopal – 462038 (MP), India**
16. **Termination for default:**- BMHRC, Bhopal may, without prejudice to any other remedy for breach of contract, by written notice of default to the Vendor, terminate the contract in whole
 1. If the vendor fails to execute work as purchase order or within any extension thereof granted by BMHRC, Bhopal.
 2. If the vendor fails to perform any other obligation under the order.
 3. If the vendor in the judgment of BMHRC, Bhopal has engaged in corrupt or fraudulent practices in competing for or in executing the order.
 4. If the vendor is declared insolvent / bankrupt in a court of law or such proceedings are contemplated by BMHRC, Bhopal.
 5. If the vendor goes into dissolution or liquidation or transfers substantial part of its business or assets.
17. **Termination for Cause:** - BMHRC, Bhopal may at any time terminate the purchase order in giving written notice to the vendor, without compensation to the vendor.

18. **Intellectual Property Rights:** - The Vendor shall indemnify BMHRC, Bhopal against all third party claims of infringement of Patent, Trademark, Copy Rights or Industrial Design rights arising from the use of the equipment / goods or any part thereof in India.
19. **Training clause:** - Tenderer shall provide free on-site training.
20. **Pre installation requirements:** - The Technical Bid must contain details with specification of items required for installation (PRE-INSTALLATION REQUIREMENTS (AIR / WATER) ELECTRICAL POWER / TEMPERATURE & HUMIDITY CONTROL / FOUNDATION / SPACE and any other requirements to complete work /project at BMHRC, Bhopal.
21. **Order acknowledgment:-** Within 15 days from the date of Purchase order/work order / Contract the Order / Contract should be acknowledged by the Vendor (Indian OEM / Foreign Principal) failing which it will be deemed that the vendor is not interested in the contract / purchase order and the bid security will be forfeited without any further recourse.
22. **Performance Bank Guarantee:** - The successful vendor shall furnish a Performance Bank Guarantee of 10% of the order value from any commercial bank in India. The Bank guarantee should cover the warranty period.
23. **Risk Clause:** - If the tenderer fails to complete the project within the period specified in the purchase Order, BMHRC, Bhopal may get execute the work from other source upon such terms and in such a manner as it deems appropriate and tenderer is be liable to BMHRC, Bhopal for any excess costs incurred for such similar Goods or Services. Liability of the Vendor on this account will be limit to the Performance Bank Guarantee.
24. **Responsibility:** - The responsibility lies with the successful bidder, if any damage or loss to the property of the Institute occurs while executing the order. Liability of the Vendor on this account will be limit to the Performance Bank Guarantee.
25. **Guarantee/Warranty, Defects & Liability Period:-** The Warranty should be valid up to **5 years** Comprehensive warranty from the date of completion of satisfactory installation and demonstration as certified by BMHRC, Bhopal and **5 years** Non comprehensive services or Comprehensive for equipment on payment basis as per quoted rate in **Annexure - D**.
- 1) **Down Time:** the vendor shall ensure that down time on any occasions will not be more than 7 working days, desirable < 72hrs. However all calls should be attended within < 72 hours , desirable < 24 Hrs. Failing which warranty/CMC/AMC shall be extended by two times that of breakdown period after seven days.
 - 2) Bidder/firm should provide rates list of **spare parts & related consumables** to maintain the equipment up to 10 years (5 years warranty & beyond the warranty period in case of AMC for five years). Discount on all the parts & related consumables should be given at least upto 5 years beyond the period of 5 years warranty. During warranty / CMC/AMC of equipment, there should be at least 4 preventive visit (one, every Ninety Days) and unlimited breakdown visit/services in a year.
 - 3) If there is delay in providing preventive maintenance, the period of warranty/CMC/AMC shall be extended by same nos. of days of the delay in preventive maintenance.
 - 4) **Transportation:** If any equipment or part of equipment is required to send to company service centre during warranty/CMC/AMC period then complete transportation charges shall be borne by company /bidder.
26. **User List:** - A signed list of similar equipment / stores supplied by the bidder (or the OEM) to the Other ICMR, CSIR labs, other medical Institutions like Government or private Hospitals or any State and Central Govt. Departments, Undertakings in India during last three years, should be furnished, indicating capacity, model, type of equipment, cost etc. and address of the parties to whom supplied.

27. The acceptance of the tender/quotation will rest with the Director BMHRC, Bhopal who does not bind him/herself to accept the lowest quotation and reserves the right to him/herself to reject, or accept any or all the quotations received, without assigning any reason. The quotations are liable to be rejected, if any of the conditions are not complied with.
28. The bidder shall supply the following documents at the time of Acceptance Test:
 1. Complete set of Technical/Operation and Maintenance Manual.
 2. Comprehensive inventory with list of accessories delivered.
 3. Node & connectivity details (if applicable).
 4. System diagram.
29. Firm which will not fulfill the conditions accepted by them in their tender may be declared "black listed" and in that case all type of future business with that firm may also be stopped for five years.
30. If single response is received, and then tender may be re- floated, however, second time again single response is received, and then it can be considered with the permission of Director. The same is not applicable for proprietary items.
31. There should be numbering on each and every page of tender documents and list of enclosures should also be mentioned at first page of tender where details for tender is written along with the number of pages of enclosures to avoid any un-happening /confusion etc.
32. If quoted equipment or model is discontinued by the firm/mfg. after quoting the item, then the firm will inform to the office and after getting acceptance from BMHRC , the firm will have to supply the equivalent or higher version of the same make at the same price, other terms and conditions of the tender will remain un-changed.

7. TERMS & CONDITIONS FOR INDIGENOUS OFFERS

- 1) **Prices:** - Prices in the Price Bid should be quoted either Ex-works or on Free Delivery at BMHRC, Bhopal basis. If it is Ex-works then the packing and forwarding charges, Insurance (from ware house to warehouse with all risks covered on 110% of the value) charges, Freight charges by road (any reputed transporter) / Courier (any reputed courier) on door delivery basis must be clearly mentioned. Quotations without these details will be summarily rejected.
- 2) **Taxes:** - In the case of indigenous item, the RATE OF SALES TAX / Value Added Tax should be clearly indicated wherever, chargeable. "C" or "D" form shall not be issued by Hospital.
- 3) **Packing and Forwarding:** - The packing and forwarding charges should either be included in the Unit rate or quoted as a percentage of the PO or quoted as a lump sum amount.
- 4) **Banker's address:** - Our banker is State Bank of India, BMHRC Branch Bhopal. All cheques / demand drafts will be crossed account payee only.
- 5) **Registration Numbers:** - The following certified copies should be attached with the technical bid.
 - a. Sales tax / Value Added Tax Registration Number
 - b. Service tax registration number
 - c. Current Income tax clearance & PAN
- 6) **Service support:** - The post installation warranty support is required to be provided by your *Bhopal*/ nearest place service centre. Hence mention the contact address, with name of contact person and telephone numbers.
- 7) **Payment terms:** - No advance payment shall be made. 100% Payment will be released within 45 days after successful installation of the equipment at BMHRC, Bhopal and on submission of performance Bank Guarantee of 10% value of the order price, valid till the expiry of the comprehensive warranty period(Five Years) and additional three months thereafter by the bidder.
- 8) **Payment For CMC / AMC:** The payment for CMC/AMC after 5 years on 3 monthly basis after satisfactory completion of said period. And on receipt of bank guarantee for an amount equivalent to

2.5% of the price of the equipment as per contract in the prescribed format valid till three months of expiry of entire CMC period.

8. TERMS & CONDITIONS FOR IMPORTED OFFERS

- 1) **Cost:** - Ex-Works Price showing separately Indian Agent's Commission (if any) is to be clearly indicated in the Price Bid. The Indian agent's commission if any will be subtracted from the Ex-works Price in the Purchase Order. **FOB** Charges up to the nearest gateway International airport to be indicated in the Price bid.
- 2) **Export License:** -If the required equipment is subject to Vendor procuring an export license from the designated government agency / Country from where the goods are shipped / sold, the vendor has to mention the name, address of the government agency / authority. The vendor must also mention the time period within which the license will be granted in normal course.
- 3) **Customs duty:** - The BMHRC is exempted from **customs** duty under notification no.148/94-Cus dated 13.07.1994 as amended by notification No. 173/94-Cu, dated 6.10.1994. However the tenderer **must** indicate **separately the customs duty** (percentage & amount) and **excise Duty** (percentage & amount) if applicable. BMHRC shall provide the **Custom Duty Exemption Certificate (CDEC)** with purchase order.
- 4) Banking charges outside India for opening of LC shall be borne by bidder.
- 5) Custom clearing activities will be done by company/tenderer on their cost & required documents should be provided by BMHRC Bhopal on request by them & ship the equipment /instruments up to Bhopal (BMHRC store) free of cost by Company/ Tenderer.
- 6) **INDIAN AGENT'S COMMISSION, if any:** If you have any Agents in India, please show specifically whether the amount of commission payable to them is included in the **Ex-works** Price. Please note that under the Government of India regulations, Commission to Indian Agents is payable only in Indian Currency. The role played by the Indian Agents in rendering assistance to BMHRC, Bhopal must also be specified and copy of authorization letter enclosed in technical bid.
- 7) **COUNTRY OF ORIGIN:** Please specify PLACE / Country of Origin and the Place / country from which goods will be finally shipped. These particulars are very important for establishment of L/C, arranging insurance etc.
- 8) **Inspection:** - The Indian agent / Indian branch Office will be intimated immediately after the receipt of the consignment at BMHRC, Bhopal Stores. The consignment will be jointly inspected by the Stores personnel, Technical Personnel of BMHRC, Bhopal and the representative of Indian agent within 24 hours after receipt. The consignment will be compared with the work order and packing list. Any excess supply, shortage, wrong supply and any damage will be noted immediately and intimated to the vendor. Damaged and unaccepted supply for work will be returned to you at your risk and cost. The vendor should make good the shortage and replace the damaged / wrong shipment at no cost to BMHRC, Bhopal.
- 9) **Installation and commissioning:-** After opening of L/C The successful tenderer shall supply, undertake all site works, install, commission, demonstrate satisfactory performance and hand over the equipments with all respect within 12 weeks or mentioned period in purchase order otherwise penalty should be imposed accordingly .**Time shall be the essence of contract.**
- 10) **Service:** - The Indian agent / Indian branch office of the foreign principal should support the equipment fully during the warranty. If BMHRC, BHOPAL requires AMC during the post warranty period the Indian agent / Indian branch office must fully offer full support.
- 11) **Merger and Acquisition:** - Any merger and acquisition of the foreign principal by other companies / firms must be intimated to BMHRC, Bhopal immediately.
- 12) **Change of Indian Agent:** - If there is any change of Indian agent during the warranty period / post warranty period the foreign principal must intimate BMHRC, Bhopal immediately with the new company's name and address.

- 13) **Insurance:** - If the contract requires the foreign principal to insure the goods, the vendor unless otherwise agreed on the face hereof, insure the goods.
- a. For a value equal to one hundred and ten percent (110%) of the FOB amount of the contract on warehouse to warehouse basis.
 - b. On the basis of All Risks (Institute Cargo clauses) or on equivalent terms.
 - c. With underwriter (s) or insurance company (ies) of good repute.
 - d. Any additional insurance coverage shall be arranged by vendor upon the special request and on the account of BMHRC, Bhopal.
- 14) **Import Payment:** - Letter of Credit (L/C) will be established for 100%. Payment will be released in two parts:
- a. **80%** payment after presentation of original documents after dispatch of the item ordered and furnishing 10% Performance Bank Guarantee from any commercial Bank in India by Foreign Principal / Indian Agent valid till the expiry of the comprehensive warranty period and additional three months thereafter and all other promises committed by the tenderer in their tender and/ or during the negotiation/discussion.
 - b. **20%** payment after satisfactory supply, installation, commissioning and demonstration of the item ordered.
- 15) If the Letter of Credit is required to be extended / reinstated for reasons not attributable to BMHRC, Bhopal the Bank Charges thereof shall be charged to the beneficiary's account.
- 16) **Documents:** - The following documents are required by us at the time of negotiation of documents for Letter of Credit within 48 hours of shipment.
- 17) Commercial invoice – 3 copies (original)
 - 18) Packing list – 2 copies
 - 19) Country of Origin – 1 copy
 - 20) Master Airway Bill/ Bill of lading – 2 copies
 - 21) Warranty certificate – 2 copies

Technical Specification of Refrigerator (Big) 310 L

- | | |
|---------------------------------|------------------------|
| 1. BEE Rating: | 5 Star |
| 2. Capacity: | 310 Liters |
| 3. Color: | White |
| 4. Control Options: | Double Door Alarm |
| 5. Cooling Technology: | Green Ion Door Cooling |
| 6. Defrosting System: | Frost Free |
| 7. Dimension (WxDxH) mm: | 585x678x1670 |
| 8. Doors: | 2 |
| 9. Ice Maker: | Double Twist ice Tray |
| 10. Number of Shelves: | 3 |
| 11. Shelf Type: | Toughened Glass |
| 12. Type: | Double Door |

**TECHNICAL COMPLIANCE OF SPECIFICATIONS AS PER ANNEX A
(Must attached point wise)**

Signature & seal of bidder

- If the bidder fails to enclose the compliance Statement, his bid is likely to be rejected.

Deviation Statement Form

Following are the Technical deviations and variations from the Technical specifications and scope of work.

Sl. No.	Item Description	Statement of Deviations/ Variations

The Following are the particulars of the deviations from the requirements of the Tender document terms and conditions:

SL. No.	Clause in the terms and conditions	Deviation	Justification for the deviation

These deviations and variations are exhaustive. Except these deviations and variations, the entire work shall be performed as per your specifications and documents.

Signature of bidder

Date

(Part of price bid)

Cost of the Equipment, parts and Accessories and Other details Offered as per the suggested mandatory components (Must be enclosed in the Price Bid)

Brief Description of Goods, Make, Model, & Country of Origin	Price per unit in Rs. / in Foreign currency (as applicable)									
	Quantity (Nos.)	Basic Price	Freight / Insurance	Customs Duty [%age & amount]	Excise Duty (if any) [%age & amount]	Sales /Tax/ CST/ VAT/ CENVAT (if any) [%age & amount]	Inland Transportation (g)	Incidental Services (including Installation & Commissioning Supervision, Demonstration and Training) at the Consignee's site (h)	Unit Price (at Consignee Site) basis (a+b+c+d+e+f+g+h) which ever is applicable	Total Price Consignee Site basis
1	2	3	4	5	6	7	8	9	10	11

Total Tender price in Foreign Exchange (if any) & Indian Rupees (In words): ____

Note: -

1. If there is a discrepancy between the unit price and total price. The unit price shall prevail.
2. The tenderer must indicate **separately** the customs duty (percentage & amount), Excise duty (percentage & amount) and CST / VAT (percentage & amount) if applicable.
3. The foreign exchange component (if any) & the Indian rupee component shall also be shown **separately**.
4. *The charges for Annual CMC/AMC after warranty shall be quoted separately.*
5. *Above quoted price will be inclusive of 5 years comprehensive warranty*

Signature of Tenderer _____

Name _____

Business Address _____

Seal of the Tenderer _____

Place: _____

**PRICE SCHEDULE FOR AMC AND CMC
AFTER WARRANTY PERIOD**

1 Name of Equipment	2 Brief description of Services	3 Applicable Taxes	4 Annual Comprehensive Maintenance Contract /Annual Maintenance Contract Cost for Each Unit year wise*. 6 th ,7 th ,8 th ,9 th &10 th						
			6th	7th	8th	9th	10th		
			A	B	C	D	E		
	CMC								
	AMC								

After completion of Warranty period

NOTE: -

1. The Comprehensive Maintenance Contract (CMC) shall include preventive maintenance including testing & calibration as per technical/ service /operational manual, labour & parts, for complete equipment and its allied items.
2. The tenderer must indicate separately the component of taxes in the cost of AMC / CMC as applicable on the date of Tender. The taxes to be paid extra, to be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later.
3. All software updates should be provided free of cost during AMC / CMC period.
4. The supplier shall keep sufficient stock of spares required during AMC / CMC period.
5. In case the spares are required to be imported, it would be the responsibility of the supplier to import and get them custom cleared and pay all necessary duties.
6. These charges will be added to the price at the time of evaluation of tender.

Signature of Tenderer

Place: _____

Date: _____

Business address _____

Seal of the Tenderer _____

After Sales Service Support Details

Sl. No.	Local Address, Telephone numbers, Fax numbers and email address of the agent who will provide after sales support	Number of engineers / service personnel who are stationed at the local address	Nature of training imparted to the service personnel especially at the principal's company

The bidder should clearly indicate in which cases it would be essential for the equipment to be sent to foreign principal for servicing or in which cases it will be essential for service personnel to come from foreign principal.

Signature & seal of bidder

WARRANTY CERTIFICATE

We Warrant that everything to be supplied by us hereunder shall be brand new, free from all defects and faults in materials, workmanship and manufacture and shall be of the highest grade and quality and consistent with the established and generally accepted standards for material of the type ordered shall be in full conformity with the specification, drawing, or samples, and operate properly. We shall be fully responsible for its efficient operation. This Warranty shall survive inspection of any payment or and acceptance of the goods but shall expire after (except in respect of complaints of which the contractor has been notified prior to such date) 60 months Comprehensive warranty after their successful installation, commissioning and acceptance by BMHRC, Bhopal.

The obligations under the Warranty expressed above shall include all costs relating to labor, spares, maintenance (preventive and unscheduled) and transport charges from site to the manufacturers work and back and free repair/adjustment or replacement at site or any parts of the equipment which under normal and proper use and maintenance proves defective in design, material or workmanship or fails to conform to the specifications previously given by the BMHRC Bhopal to the contractor.

Signature & seal of bidder

Note: It should be provided in the letter head of the firm / company.

BID SECURITY/EARNEST MONEY DEPOSIT FORM

Whereas1 (hereinafter called "the Bidder") has submitted its bid dated.....
(Date of submission of bid) for the supply of..... (Name and/or description of the goods) (Here
in after called "the Bid").

KNOW ALL PEOPLE by these presents that WE..... (Name of bank) of..... (Name of country),
having our registered office at(address of bank) (here in after called "the Bank"), are bound
unto (Name of Purchaser) (Hereinafter called "the Purchaser") in the sum of
_____ for which payment well and truly to be made to the said Purchaser, the Bank
binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Bank this ____ day of _____ 20

_____THE CONDITIONS of this obligation are:

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

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

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

.....

(Signature of the Bank)

1 Name of Bidder

Check List to be furnished by the bidder

S. No.	Particulars	Compliance (Yes/No)	Page No.
1.	When Tender is filled by Indian Agent / Dealer / Distributor for a foreign Principal Company have you enclosed the Letter of Authorization / Agency certificate in the Techno Commercial Bid		
2	Tender Fees in form of Demand Draft for purchase of tender document is enclosed along with the Techno commercial bid		
3.	EMD in form of DD/BG is enclosed along with the Techno commercial bid		
4.	In case the firm is exempted from payment of EMD (Like SSIs registered with NSIC, firms registered under DGS & D) – Whether Valid Permanent Enlistment Certificate of NSIC / Valid DGS & D Rate Contract copy is enclosed in the Techno Commercial Bid		
5.	Whether the proof of Annual Turnover is enclosed (Audited Balance Sheet Profit & Loss) & PAN No.		
6.	Copy of Income Tax Return Acknowledgement of March 2016		
7.	Copy of Sales Tax Registration Certificate (Now called as VAT) is enclosed		
8.	Technical Compliance Statement in Annexure B is enclosed with Techno Commercial Bid		
9.	Deviation Statement in Annexure C is enclosed with Techno Commercial Bid		
10.	The Price Bid is submit as per Annexure D in separate envelop		
11.	Details of After sales support in Annexure E and is enclosed with Techno Commercial Bid		
12.	Warranty Certificate as per Annexure F is enclosed with Techno Commercial Bid		
13.	List of Users as per Annexure I is enclosed with Techno Commercial Bid		
14.	Under taking certificate submitted by the manufacturer on Rs. 100 stamp paper as per Annexure K		
15.	Pre-installation Requirements is given with Techno Commercial bid (If Applicable)		
16.	General Information as per Annexure – L should be enclosed		
17.	The Tender documents should be submitted with sealed & signed by the authorized person.		

Signature & seal of bidder

Note: Checklist should be furnished by bidder with page number and it should be enclosed starting of the Techno Commercial Bid

List of Users for a period of 3 years preceding this tender (If possible similar equipment)

Sl. No.	Order for similar equipment placed by (full address of purchaser with contact person, telephone number)	Purchase Order Number and Date	Description, model and quantity ordered	Price Charged Important: (Rates to be blacked out in the technical bid. The Price bid of bidder must contain the price Charged)	Date of completion of delivery as per contract and Date of installation / commissioning as per contract	Reasons if any, for delay in delivery, installation and commissioning

Signature & seal of bidder

(To be typed on 100 rupees Stamp Paper)

Performance Bank Guarantee

Bank Guarantee No.: _____
Amount of Guarantee: Rs. _____ Valid Up to _____ : _____
Guarantee Cover from : _____ to _____

**The Director,
Bhopal Memorial Hospital & Research Centre
(Indian Council of Medical Research)
Ministry of Health, Govt. of India
Raisen bypass Road, Bhopal – 462038(M.P.)**

This deed of guarantee executed by (Name of Bank) Constituted under the (Bank Act) having its Corporate Centre at and amongst other places a Branch, (Hereinafter referred to as “the Bank”) in favour of **Bhopal Memorial Hospital & Research Centre, Bhopal** (hereinafter referred to as “the Beneficiary”) for an amount not exceeding Rs. (Rupees) at the request of (Name of Firm) (Hereinafter referred to as “the Contractors”).

This Guarantee is issued subject to the condition that the liability of the Bank under this Guarantee is limited to a maximum of Rs. (Rupees) and the Guarantee shall remain in full force upto and cannot be invoked otherwise than by a written demand or claim under this Guarantee served on the bank on or before

Whereas you have entered in to a contract reference No. P.O. No. ----- Dt: With (Name of Firm) for the supply of which is hereinafter referred to as “the said contract” and whereas (Name of Firm) has undertaken to produce Bank Guarantee for the 10% of the contract price amounting to Rs. (Rupees) to secure its obligations **Bhopal Memorial Hospital & Research Centre, Bhopal** for the warranty of the equipment supplied.

We, (Name of Bank) Hereby expressly irrevocably and unreservedly undertake and guarantee as Principal obliges on behalf of (Name of Firm) that in the event **Bhopal Memorial Hospital & Research Centre, Bhopal** declares to us through you that (Name of Firm) has not fulfilled the warranty/other obligations according to the contractual warranty obligations under the said contract to pay you on demand without any reference to M/s an amount of Rs. (Rupees) Notwithstanding any right/disputes raised by (Name of Firm) or any said or proceedings pending in any competent Indian Court or before any arbitration tribunal, your written demand shall be conclusive evidence to us that such payment is payable under the terms of the said contract and shall be binding in all respect on us.

We shall not be discharged or released from the aforesaid undertaking and guarantee by any arrangements, variations made between you and (Name of Firm) indulgence to (Name of Firm) by you with or without our consent and knowledge or by alterations in the obligations of (Name of Firm) by any forbearance whether as to payment time performance or otherwise.

We further agree and undertake not to revoke this guarantee before the same is discharged in writing by you.

This guarantee shall remain valid until

- 1) Notwithstanding anything contained herein.
- 2) Our liability under this guarantee is restricted to Rs. (Rupees
.....)
- 3) This Bank Guarantee shall be valid up to
- 4) We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only if you serve upon us a written claim or demand and received by us or before i.e. the date of expiry of this bank guarantee.
- 5) The Bank Guarantee should be returned to us after the expiry date for cancellation purpose, even if the original guarantee is not returned, our liability on this guarantee ceased to exist.

Dated at At this Day of

Dated: _____

Place: _____

(Signature of authorized Officer of the Bank)

Witness (Name, Address & Signature)

1.

2.

Undertaking (To be submitted by the manufacturer on Rs. 100 stamp paper)

1. I undersigned certifies that I have gone through the Terms & conditions mentioned in the tender document including annexure and undertake to comply with them. The rates quoted by me/us are valid and binding on me/us for acceptance for the period of one year from date of opening of tender.
2. It is certified that rate quoted are the lowest quoted for any institution/Hospital in India.
3. Earnest money deposited by me/us viz Rs. _____ in the form of Demand Draft /Banker's Cheque in favour of Director BMHRC, Bhopal is attached herewith and shall remain in custody of the Director BMHRC, Bhopal as per terms and conditions.
4. I/We give the rights to Director, BMHRC, Bhopal to forfeit the EMD deposited by me/us if any delay occur on my/agent's part or fails to supply the article at the appointed place and time and of the desired specification.
5. There is no vigilance/CBI case or court case pending against the firm/supplier.
6. On Inspection if any article is found not as per supply order, it shall be replaced by me/us in time as asked for, to prevent any inconvenience at my /our own expenses.
7. I/we hereby undertake to supply the items as per specifications and directions given in supply order within the stipulated period.
8. I/we undertake in case down time of the equipment is more than 3 working days, the period of warranty/CMC/AMC shall be extended by two time of the total breakdown period unless stand by arrangements are made. Also undertake to supply all spares for optimal up keep of equipment for at least 10 years after handing over the unit to the institute.
9. I/we undertake to provide guarantee/warranty/ AMC/CMC as mentioned in specifications for ten years from the date of satisfactory installation and inspection. I also undertake that I will maintain the equipment during this period and replace the defected parts free of cost, if necessary.
10. I/we understand that Director, BMHRC, Bhopal has the right to accept or reject any or all the tenders without assigning any reasons (s) thereof.

**Name, Signature & Address of the tenderer
With rubber stamp**

Note: Undertaking can be submitted by the authorized distributor for imported products if there is no marketing office of principal companies in India.

GENERAL INFORMATION

(PROFORMA TO BE FILLED BY THE TENDERER)

1. Name of the Bidder/Firm :-
2. Address & Telephone No :-
3. Whether the firm is Indian / Multi- national :-
4. Name Person responsible for tender:-
5. Mobile No of person/ authorized signatory to be contacted for this tender:-
6. Faxes No: -
7. E- Mail Address: -
8. Address for Communication:-