

**BHOPAL MEMORIAL HOSPITAL & RESEARCH CENTRE**

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

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

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**E-TENDER DOCUMENT**  
**FOR**  
**SUPPLY AND INSTALLATION OF**  
**XENON HEAD LAMP WITH LIGHT SOURCE**  
**(Qty. 02 Nos.) FOR**  
**DEPARTMENT OF CTVS**  
**AT BMHRC BHOPAL**

**Tender Reference**  
**No.: BMHRC/PUR/2018-19/06**

**Tentative Dates:**

Issue of E-Tender Document / Sale Start Date & Time	:	27.04.2018 at 10.00 hrs onwards to 25.05.2018
Date & Time of Pre-Bid Meeting	:	08.05.2018 up to 03.30 PM
Bid Submission Start Date & Time	:	19.05.2018 at 09.00 AM
Bid Submission Last Date & Time	:	25.05.2018 at 02.00 PM
Technical Bid Opening Date & Time	:	26.05.2018 at 03.30 PM

## Tender Document

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**CHECKLIST****[MANDATORY DOCUMENTS NEEDS TO BE UPLOADED]**

To be filled by the bidder and Upload Signed & scanned copy of following Bid Documents along with the Technical Bid & Hard Copies of the same should also be submitted:

S. No.	Terms and Conditions as per Bidding Document	Attached (Yes / No)	Page No.	Remarks
1.	Signed and Scanned copy of Status of Bidder: <ul style="list-style-type: none"> <li>Manufacturer or Authorized Dealer of the Manufacturer</li> <li>Whether Public Undertaking, Ltd., Private Ltd. Company or Proprietary Firm (Enclose Certificate)</li> </ul>			
2	Signed and Scanned copy of Earnest Money Deposit (EMD) in form of Demand Draft/Bank Guarantee/FDR is enclosed along with the Technical bid or scanned copy of Performa of Bid Security Declaration as per <b>Annexure-K</b>			
3	In case the firm is exempted from payment of EMD (Like SSIs registered with NSIC, firms registered under DGS & D) –Valid Permanent Enlistment Certificate of NSIC / Valid DGS & D Rate Contract Signed and Scanned copy should be uploaded in the Technical Bid.			
4	Signed and Scanned copy of <b>Compliance Statement (Point Wise)</b> with relation to the technical specification as per <b>Annexure – A</b> as mentioned in the bidding document duly supported by the original catalogue.			
5	Signed and Scanned copy of <b>Original Technical Catalogue</b> of the quoted model must be enclosed			
6	Signed and Scanned copy of Latest USFDA and European CE Certificate should be enclosed (If Applicable)			
7	Signed and Scanned copy of Deviation Statement as per <b>Annexure – B</b> is enclosed with Technical Bid			
8	Signed and Scanned copy of Quality Control Requirement as per <b>Annexure – C</b> is enclosed with Technical Bid			
9	Signed and Scanned copy of Details of After Sales Service support in <b>Annexure – D</b> and is enclosed with Technical Bid			
10	Signed and Scanned copy of Warranty Certificate as per <b>Annexure – E</b> is enclosed with Technical Bid			
11	Signed and Scanned copy of Power of Attorney, in favour of person to sign, submits and negotiates the bid as per <b>Annexure – F</b>			
12	Signed and Scanned copy of BANK GUARANTEE format, in Case EMD is submitted in form of Bank Guarantee as per <b>Annexure – G</b>			
13	Signed and Scanned copy of <b>User List</b> (List of Government/ Semi Government Hospitals/Reputed Institute) where quoted model has been supplied and installed. ( <b>Annexure – H</b> )			
14	<b>Supply</b> order copy (Minimum three nos. or more) issued by Government/Semi Government of the quoted equipment.			
15	Signed and Scanned copy of <b>Performance certificate</b> of the same supplied machine (of quoted make and Model) issued by <b>Head of the Department or Institution</b> after a minimum period of six months of installation			

S. No.	Terms and Conditions as per Bidding Document	Attached (Yes / No)	Page No.	Remarks
16	Scanned copy of Self Certificate towards market standing of minimum 03 (three) years in the area of supply and maintenance of bio-medical equipment.			
17	Signed and Scanned copy of Undertaking on 100 Rs. Stamp paper, to the effect that the bidder is not supplying the quoted item(s) to any other Govt. Organizations / Institutions / Hospitals at the rate lower than the rate quoted against this tender <b>(Annexure-I)</b>			
18	Signed and Scanned copy of Undertaking on letterhead of bidder to the effect that the bidder is not blacklisted by any Govt. agency or have no pending case either Civil or Criminal against them			
19	Signed and Scanned copy of Banking Information for E-Payment as per <b>Annexure-J</b> should be enclosed			
20	Signed and Scanned copy of Statements of turnover per year for last three successive years (2014-15, 2015-16 & 2016-17) duly certified by the Chartered Accountants. <b>(Minimum Annual Average Turnover must be Rs. 01 Crore)</b>			
21	Signed and Scanned copy of PAN Card Number of the Firm/Company.			
22	Signed and Scanned copy of GST Registration Certificate			
23	Signed and Scanned copy of Prerequisite (if any) for installation of the Machine at BMHRC Bhopal.			

**Note:-**

1. If the above-mentioned details are not mentioned and required signed and scanned documents are not uploaded at appropriate places, the offer of the bidder(s) shall be summarily rejected. Hence, bidder(s) are advised to go through the bidding document carefully and be prepared with all the required above mentioned documents to avoid rejection of offer.
2. Signed and scanned copy of complete Tender documents on each page should also submit in the Technical bid.
3. Hard copy all documents as asked in the tender to be submitted within 03 days from the opening of technical bid of above mentioned e-tender in the **Purchase Department, BMHRC Bhopal.**

(Name of the Bidder with signature & seal)

## **NOTICE INVITING E-TENDER**

### **E-Tender No. BMHRC/PUR/2018-19/06 (XENON HEAD LAMP WITH LIGHT SOURCE)**

The Director, Bhopal Memorial Hospital & Research Centre (BMHRC), Bhopal invites sealed tender in two bid system for Supply, Installation & Commissioning of Xenon Head Lamp With Light Source from Indian/Foreign Original Manufacturers (OEM) or their Authorized Dealers/Indian Subsidiaries/Direct Importers having a place of business in any of the States of India.

The Tender form may be downloaded from **27.04.2018 to 25.05.2018**. Detailed tender documents (Non-transferable) can be downloaded from the website of BMHRC <http://www.bmhrc.org> or website of CPP Portal of <http://www.eprocure.gov.in>.

Last date of Bid Submission/Uploading of Tender is **25.05.2018 up to 02.00 PM**. The Tenders (Technical Bid) will be opened **on 26.05.2018 at 03.30 PM**.

The bids should in the form of:

- 1) **TECHNICAL BID** upload & also provide detailed specifications and detailed technical proposal as per required specifications at Annexure 'A' together with manufacturer's original data-sheets supporting with specifications in sealed cover and documents as mentioned in Checklist [Mandatory Documents Needs To Be Uploaded] to BMHRC.
- 2) **PRICE BID** for supply installation, additional warranty/CMC and commissioning of the following equipments as per BOQ [**BoQ-Xenon-Lamp.xls**].

Equipment Name	Quantity required	E.M.D.	Tender Estimate Value
XENON HEAD LAMP WITH LIGHT SOURCE	02 Nos.	Rs. 10000/-	Rs. 500000/-

**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 or website of CPP Portal. For any amendments bidders are requested to see website of BMHRC, Bhopal.

**Director,  
BMHRC, Bhopal**

## TENDER NOTICE

1. The Director, Bhopal Memorial Hospital & Research Centre, Bhopal invites E-Tender in Two Bid System Indian/Foreign Original Manufacturers (OEM) or their Authorized Dealers/Indian Subsidiaries/Direct Importers having a place of business in any of the States of India. The bids should in the form of Technical Bid and Price Bid as under:-
- (1) **TECHNICAL BID** upload & also provide detailed specifications and detailed technical proposal as per required specifications at Annexure 'A' together with manufacturer's original data-sheets supporting with specifications in sealed cover and documents as mentioned in Checklist [Mandatory Documents Needs To Be Uploaded] to BMHRC.
- (2) **PRICE BID** for supply installation, additional warranty/CMC and commissioning of the equipment as per BOQ [**BoQ- Xenon-Lamp.xls**].

### 2. IMPORTANT POINTS TO BE NOTED:

Opening and closing dates and time of issue of tender documents	27.04.2018 at 10.00 hrs onwards to 25.05.2018
Pre Bid Meeting Date & Time	08.05.2018 up to 03.30 PM
Start date of bid submission of tender	19.05.2018 at 09.00 AM
Last date and time of submission	25.05.2018 at 02.00 PM
Technical Bid Opening Date and time	26.05.2018 at 03.30 PM
Address for issue and submission of tender documents	<b>Director</b> Bhopal Memorial Hospital & Research Centre, Raisen By pass Road , Bhopal - 462038
Tender documents will also be available at website	<a href="http://www.bmhrc.org">http://www.bmhrc.org</a> and <a href="http://www.eprocure.gov.in">http://www.eprocure.gov.in</a>
Earnest Money Deposit (EMD) (Interest-free, refundable) (to be sent with the Technical Bid)	Amount of <b>Rs. 10000/-</b> on account of EMD is required to be deposited by Demand Draft/ Banker Guarantee/FDR in the favour of Director BMHRC, Bhopal payable at Bhopal or scanned copy of Performa of Bid Security Declaration as per <b>Annexure-K</b> or 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 <b>Annexure-G</b> , duly certified by the Bank Authorities.

**3. Pre Bid Meeting:**

- 1) Pre Bid Meeting will be conducted on **08.05.2018 at 03.30 PM** 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. latest by **06.05.2018** 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](mailto:purchase@bmhrc.org) or [po.bmhrc@gmail.com](mailto:po.bmhrc@gmail.com) with the tender no in the subject line of the email.

**4. Eligibility Criteria:**

- 1) Manufactures Authorization Certificate/Certificate of Incorporation/Firm Registration Certificate of Indian/Foreign Original Manufacturers (OEM) or their Authorized Dealers/Indian Subsidiaries/Direct Importers having a place of business in any of the States of India.
- 2) Minimum turnover of the participated bidders (manufacturer or their authorized dealers) should have annual average financial turnover of **Rs. 01 (One) Crore** during the last three financial years. Bidders (manufacture or their authorized dealers) should submit the Audited Balance Sheets (Financial Statement) of last three years i.e. 2014-15, 2015-16 and 2016-2017 as a proof or statement of annual turnover certified by Chartered Accountant (CA).
- 3) User List of Installations in Government/Semi Government/Government Hospital/Reputed Institute where quoted model has been supplied and installed. **(Annexure – H)**
- 4) Supply order copy (Minimum three nos. or more) issued by any Government/Semi Government Hospital for the quoted equipment. (Preferably same model)
- 5) Information in Prescribed Format to be furnished by the Original Equipment Manufacturer [OEM] for “Quality Control requirements” as mentioned in the tender (Annexure – C). If the bid submitted by authorized dealer /Indian Subsidiaries / Direct importers, Annexure – C need to be filled-in and stamped by the OEM.
- 6) Submission of Earnest Deposit Money (EMD) in form of Demand Draft/FDR/Bank Guarantee/Bid Security Declaration.

## 5. 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 for five years (payable extra) after expiry of Warranty as CMC.

### 2. Formats for Bids: Tender should be submitted in two parts viz. Technical Bid and Price Bid.

#### 2.1. Part-I: -Technical Bid (without price) signed and scanned copy of following documents should be uploaded & **Hard Copies of the same should also be submitted:**

- 1) Signed and scanned copy of Technical Compliance Statement for each parameter of detailed technical proposal supported by pictures, diagrams, design as per the specification required for equipment **Annexure-A** exactly in the order as mentioned in the tender document. **(Point wise must)**
- 2) Signed and scanned copy of Deviation statement as per **Annexure-B** (if any) Technical specifications are deviated by the bidder. If there is No Deviation then the bidder record '**No Deviation**' in the Deviation Statement and it should be uploaded.
- 3) Signed and scanned copy of Quality Control Requirement details as per **Annexure-C** should be uploaded.
- 4) Signed and scanned copy of After Sales support details as per **Annexure-D** should be uploaded.
- 5) Signed and scanned copy of Warranty Certificate given by the Manufacturer/vendor as per **Annexure-E** should be uploaded.
- 6) Signed and scanned copy of Power of Attorney as per **Annexure-F** should be uploaded.
- 7) If the bidder is furnishing Earnest Money Deposit [EMD] in form of Bank Guarantee as per **Annexure-G** /Bid Security Declaration as per **Annexure-K** must be used and signed & scanned copy should be uploaded.

**Note:-** if bidder furnishing EMD in form Demand Draft/FDR/Bank Guarantee (Original) in favour of "**Director BMHRC**" at Bhopal then original DD/FDR/BG should be reached at BMHRC Bhopal before opening date as mentioned in the e-tender at the following address:

**To,**

**The Director,**

**Bhopal Memorial Hospital & Research Centre,**

**Raisen Bypass Road, Bhopal - 462038 [M.P.]**

- 8) Signed and scanned copy of Signed and Scanned copy of **User List** (Government/Semi Government/Government Hospitals/Reputed Institutes) where quoted model has been supplied and installed (If possible similar equipment)-**Annexure-H**.
- 9) Signed and scanned copy of Undertaking on Rs. 100 stamp **by manufacturer** as per **Annexure-I** should be submitted.



- 10) Signed and scanned copy of **Supply** order (Minimum three nos. or more) issued by (Government/Semi Government Hospitals) for the quoted items. (preferably same model)
- 11) Signed and scanned copy of Banking Information for E-Payment as per **Annexure-J** should be submitted.
- 12) Signed and scanned copy of Performance Bank Guarantee as per format given as **Annexure-L (to be submitted by selected bidder only)**

**2.2 Part-II: - (Price Bid)** Schedule of price bid in the form of **BoQ- Xenon-Lamp.xls**. The Financial Proposal/Commercial bid format is provided as **BoQ- Xenon-Lamp.xls** along with this tender document at <https://eprocure.gov.in/eprocure/app>. Bidders are advised to download this **BoQ- Xenon-Lamp.xls** as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid. Bidder shall not tamper/modify the format of downloaded price bid template in any manner. In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited.

**Note: Multi option quotations for desired equipment will be summarized rejected without any information to bidder.**

### 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:** - No tender fee is applicable.

### 4. Earnest Money Deposit:-

- a) The Technical Bid must be accompanied by scanned copy of Demand Draft/Bank Guarantee (as per given format **Annexure-G**)/FDR of **Rs. 10000/- (Ten Thousand Rupees Only)** for Earnest Money Deposit drawn on any Commercial Bank in favour of **Director BMHRC**. Bid Security shall be valid for a period of forty five days beyond the final bid validity period from the closing from the closing date (original) of the tender except in the case of Demand Draft. Bids uploaded without Bid Security will be rejected. No interest shall be payable on Earnest Money Deposit.

**OR**

- In place of bid security, bidders may also sign a bid securing declaration on letter head (**as per given format at Annexure - K**) accepting that if they withdraw or modify their bid during the period of validity, or fail to submit a performance security before deadline defined in the request for the period of validity, or if they are awarded the contract and they fail to sign the contract or fail to submit a performance security before the deadline defined in the request for bids documents, they may be temporary debarred from the BMHRC for procurements for periods up to three years.
- b) The Demand Draft/Bank Guarantee/FDR/Bid Security Declaration in physical form should be submitted in duly sealed envelope super-scribed with "DD/Bank Guarantee/FDR towards EMD/ Bid Securing Declaration for the tender for Supply of Medical Equipment prior to schedule date & time of opening the tender at BMHRC Office at the address.
  - c) 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.

- d) 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 tenderers 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: -**

- 1) 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 or NSIC in a separate envelope along with the technical bid.
- 2) Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department are exempted to furnish the EMD.
- 3) In tender, participating Micro and Small Enterprises (MSE) quoting price within price band of L1+15 (fifteen) per cent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply up to 20 (twenty) per cent of total tendered value. The 20 (twenty) per cent quantity is to be distributed proportionately among these bidders, in case there are more than one MSEs within such price band.

**6. Exemption from Turnover of Eligibility Criteria:** Small scale industries are exempted from providing the minimum experience and turnover criteria as per guidelines laid down by Govt. of India for SSI units to ensure that there is no discrimination against them.

**7. Bid Submission:** - The submission of bid at schedule date and time as mentioned in e-tender.

**8. Technical Bid Opening:** -The technical bid of the bidders will be opened at schedule date and time as mentioned in e-tender.

**9. Price Bid Opening:** - Only those e-bids, which meet technical requirement & recommended by Technical Evaluation Committee (TEC) of BMHRC Bhopal will be considered for opening of Price Bid.

**10. 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.

**11. 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.

**12. Validity of offer:** - Offer shall valid for **90 Days** from 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.

13. INTERIM CORRESPONDENCE WILL NOT BE ENTERTAINED.
14. Tender Documents are not transferable under any circumstances.
15. 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 further processed.
16. Quotations must be clearly written or typed without any overwriting. The person signing the bid must attest all corrections / over writings if any.
17. Installation of Equipments: Equipments will be installed at BMHRC, Bhopal.
18. 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.
19. 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 submitted 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) 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 two (02) 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 i.e. 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. **Responsibility:** - The responsibility lies with the successful bidder, if any damage or loss to the property of the Reputed Institute occurs while executing the order. Liability of the Vendor on this account will be limit to the Performance Bank Guarantee.
24. **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** comprehensive services for equipment on payment basis as per quoted rate in **Annexure - M**.
- 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 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 CMC for

- five years). Rate list of all the parts and related consumables should be provided at least upto 5 years beyond the period of 5 years warranty. During warranty / CMC 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 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 period then complete transportation charges shall be borne by company /bidder.
25. **User List:** - A signed list of similar equipment / stores supplied by the bidder (or the OEM) to the Government/ Semi Government/ Government Hospital/Reputed Institute 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.
26. 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.
27. 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.
28. 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 two (02) Years.
29. There should be numbering on each and every page of tender documents and list of enclosures should also be mentioned in checklist [mandatory documents need to be uploaded] of tender where details for tender is written along with the number of pages of enclosures to avoid any un-happening /confusion etc.
30. If quoted equipment or model is discontinued by the firm/manufacturer after quoting the item prior to finalization of tender 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 on F.O.R. at BMHRC, Bhopal basis. All cost till installation will be borne by bidder.
- 2) **Taxes:** - In the case of indigenous item, the rate of GST should be clearly indicated wherever, chargeable.
- 3) **Packing and Forwarding:** - The packing and forwarding charges should be included in the Unit rate.
- 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. GST Registration Number
  - b. PAN Card Number
- 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 of service centre, 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:** The payment for CMC 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 **GST** (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 bidder at their own cost & required documents should be provided by BMHRC Bhopal on request and bidder will also ship the equipment /instruments up to Bhopal (BMHRC store) free of cost.
- 6) As per Government guideline for Indian Agent [Importer], who desire to quote directly o behalf of their foreign principals, to get them enlisted with the Central Purchase Organisation (e.g. DGS&D).
- 7) **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 is to be enclosed in technical bid.
- 8) **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.
- 9) **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.
- 10) **Installation and commissioning:-** After opening of Letter of Credit [LC], the successful tenderer shall supply, undertake all site works, install, commission, demonstrate satisfactory performance and hand over the equipments with all respect either within 12 weeks or as quoted by bidder, otherwise penalty should be imposed accordingly .**Time shall be the essence of contract.**



- 11) **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.
- 12) **Merger and Acquisition:** - Any merger and acquisition of the foreign principal by other companies / firms must be intimated to BMHRC, Bhopal immediately.
- 13) **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.
- 14) **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 companies of good repute.
  - d. Any additional insurance coverage shall be arranged by vendor upon the special request and on the account of BMHRC, Bhopal.
- 15) **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.
- 16) 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.
- 17) **Documents:** - The following documents are required by us at the time of negotiation of documents for Letter of Credit within 48 hours of shipment.
  - a) Commercial invoice – 3 copies (original)
  - b) Packing list – 2 copies
  - c) Country of Origin – 1 copy
  - d) Master Airway Bill/ Bill of lading – 2 copies
  - e) Warranty certificate – 2 copies

**TECHNICAL COMPLIANCE STATEMENT OF TECHNICAL SPECIFICATION  
AS PER BELOW MENTIONED FORMAT  
(Must be point-wise attached on Company Letter Head)**

S. No.	<u>Technical Specification of Xenon Head Lamp with Light Source</u>	Compliance (Yes/No)	Remarks (If Any)
	<b>Model No./Brand Name/ Make</b>		
	<b>Specifications:</b>		
1	Head band: Light weight (should be 275 gm or less) – with adjustment knobs for adjusting the head fitting both circumferentially and vertically – with facility to focus the luminaire in any position with independent movement on the band in all directions – with and Autoclavable joy stick.		
2	The headlight module mounted on a head band should be with wolf port end fitting optic cable [length more than 250cm]		
3	Head band straps should be adjustable and provided with cushions.		
4	Comfortable wearing to accommodate surgical loops		
5	Clip should be provided to fix the fiber optic cable to Surgical Gown.		
6	Light Spot Size Range at 16 inch (40 cm)		
7	Should have minimum illumination up to 2,00, 000 lux at 40cm		
8	Working Distance should range from minimum of at least 20 mm to a maximum of at least 75 mm or more.		
	<b>Light Source:</b>		
9	Light source type – Xenon I Halogen 300 watt.		
10	Removable lamp module with 650 hr. lamp warranty.		
11	Variety of rotary turrets with ACMI, Wolf, Storz and Olympus ports.		
12	Weight < 10 Kg.		
13	Power Input: 100 – 240 V AC 50 - 60Hz		
14	Circuit Protection 6.3 A 250V		
15	Tracks hour of lamp use to indicate replacement		
16	Adjustable system for intensity and light beam aperture.		
17	Light Source should be compact and mounted on moving stand		
18	Safety compliance: UL 2601-1, IEC 601-1 and CAN/CSA C 22.2 No 6000 Kelvin.		
19	US FDA / European CE Approved		

**Signature & seal of the bidder**

**Annexure – B****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**

**QUALITY CONTROL REQUIREMENTS****{Proforma for equipment and quality control employed by the manufacturer(s)}**

Tender Reference No:

Date of Opening:

Time:

Name and Address of the Tenderer:

Note: All the following details shall relate to the manufacturer(s) for the goods quoted for:

**01. Name of the Manufacturer**

- a. Full Postal Address:
- b. Full Address of the Premises:
- c. Telegraphic Address:
- d. Telephone Number:
- e. Fax Number:

**02. Plant and machinery****03. Manufacturing process****04. Monthly (single shift) production capacity of goods/equipment quoted for:**

- a. Normal
- b. Maximum

**05. Total Annual Turn-over (value in Rupees)****06. Quality control arrangement details**

- a. For incoming materials and bought-out components
- b. For process control
- c. For final product evaluation

**07. Test Certificate Held**

- a. Type test
- b. BIS/ISO /CE certification
- c. Any other

**08. Details Of Staff**

- a. Engineer
- b. Skilled
- c. Unskilled

**Signature and seal of the Tenderer**

**Annexure – D****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.

**POWER OF ATTORNEY**

**(On a Stamp Paper of relevant value)**

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

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

Dated this the \_\_\_ day of 2017 For \_\_\_\_\_

(Name, Designation and Address)

Accepted

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

(Name, Title and Address of the Attorney)

Date: \_\_\_\_\_

Annexure – G**BID SECURITY/EARNEST MONEY DEPOSIT FORM****[BANK GUARANTEE FORMAT]**

Bank Guarantee No.: \_\_\_\_\_

Amount of Guarantee: Rs. \_\_\_\_\_ Valid Up to \_\_\_\_\_ : \_\_\_\_\_

Guarantee Cover from: \_\_\_\_\_ to \_\_\_\_\_

**The Director,  
Bhopal Memorial Hospital & Research Centre  
(Department of Health Research)  
Ministry of Health & Family Welfare, 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 participated in to a Tender Reference No. .... Date ..... With (Name of Firm) ..... for the supply of ..... and whereas (Name of Firm) ..... has undertaken to produce Bank Guarantee Rs. .... (Rupees ..... ) to secure its obligations **Bhopal Memorial Hospital & Research Centre, Bhopal** shall be valid for a period of forty five days beyond the final bid validity period.

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 tender terms & conditions/other obligations according to the tender obligations under the said participation 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 your 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)

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**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	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 &amp; seal of bidder

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

To,  
The Director,  
Bhopal Memorial Hospital & Research Centre,  
Raisen Bypass Road, Bhopal – 462 038 [M.P.]

Sir,

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 we have not bided/supplied the quoted item to any other Government Institution /Hospital at the rate lower than the rate quoted against the tender.
3. Earnest money deposited by me/us viz Rs. \_\_\_\_\_ in the form of Demand Draft /Bank Guarantee/Bid Security Declaration 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 7 working days, the period of warranty/CMC 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 your Institute .
9. I/we undertake to provide guarantee/warranty/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**

Annexure – J**BANKING INFORMATION FOR E-PAYMENT**

(PROFORMA TO BE FILLED BY THE TENDERER)

To  
The Deputy Director Finance,  
Bhopal Memorial Hospital & Research Centre  
Bhopal,

Sub:-Banking Information for E Payment.

Reference Tender No. ....

Respected sir,

Banking details for E-Payment as desire are as under.

- i. Name of Firm:
- ii. Name of Bank:
- iii. Branch Name & Address:
- iv. Account Name:
- v. Account type & Number:
- vi. IFSC Code:
- vii. Email id:

We hereby, undertake that the bank charge related to payment shall we borne by us.

Regards,

**(Authorized Signatory)**  
**Seal & Signed**

**Annexure – K**

**Performa of Bid Security Declaration**

It is here by submitted that if I/We ----- (Name of bidder/firm/company) withdraw or modify the bids during period of validity, or if I/We ----- (Name of the bidder/firm/company) are awarded the rate contract and I/We ----- (Name of the bidders/firm/company) fail to sign the contract or to submit a performance security before the signing the rate contract. I/We ----- (Name of bidder/firm/company) will be suspended for the period of three years from participation in the bids of the BMHRC.

Date:

**Authorized Signatory**

**Name & Seal**

**PERFORMANCE BANK GUARANTEE****(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  
 (Department of Health Research)  
 Ministry of Health & Family Welfare, 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 .....

- 6) Notwithstanding anything contained herein.
- 7) Our liability under this guarantee is restricted to Rs. .... (Rupees .....)
- 8) This Bank Guarantee shall be valid up to .....
- 9) We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only if your serve upon us a written claim or demand and received by us or before ..... i.e. the date of expiry of this bank guarantee.
- 10) 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.

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**Item Rate BoQ**

Tender Inviting Authority: <Director, Bhopal Memorial Hospital & Research Centre, Bhopal, Under Department of Health Research, Ministry of Health & Family Welfare, Government of India, Raisen Bye Pass Road, BHOPAL – 462 038 (M. P.) - Ph. No. 2742212-16, Website: www.bmhrc.org>

Name of Work: <SUPPLY & INSTALLATION OF XENON HEAD LAMP WITH LIGHT SOURCE FOR DEPARTMENT OF CTVS AT BMHRC BHOPAL>

Contract No: <BMHRC/PUR/2018-19/06>

Name of the Bidder/ Bidding Firm / Company :																		
<b>PRICE SCHEDULE</b>																		
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )																		
(PLEASE ENTER GST % IN COLUMN NO. 7 AS PER APPLICABLE TAX, In Column 13,14,15 Sum Value must be entered as per Quantity)																		
NUMBER #	TEXT #	TEXT #	NUMBER	TEXT #	NUMBER	TEXT	TEXT #	TEXT #	TEXT #	NUMBER #	NUMBER	NUMBER	NUMBER	NUMBER	NUMBER	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Make/ Model	Quantity	Units	GST % (percentage)	HSN CODE	Currency Conversion against each Item	Quoted Currency in INR / Other Currency	BASIC RATE In Figures To be entered by the Bidder in (Currency as per Column 10)	TOTAL AMOUNT of Goods and Service Tax (GST) in (Currency as per Column 10)	Custom Duty (Currency as per Column 10)	Packing & Forwarding Charges (Currency as per Column 10)	Inland Transportation, Freight/ Insurance etc. (Currency as per Column 10)	Incidental Services (Incl. installation & commissioning, supervision demost-ration & training) at Consignee site (Currency as per Column 10)	TOTAL AMOUNT, it will be converted	TOTAL TAXES It will be converted only if you choose Full Conversion, Until it will be treated as INR	TOTAL NET AMOUNT IN WORDS	
1	2	3	4	5	7	8	9	10	11	12	13	14	15	16	17	18	19	
1	PRICE SHEDULED FOR DOMESTIC GOODS OR GOODS OF FOREIGN ORIGIN LOCATED WITHIN INDIA																	
1.1	SUPPLY & INSTALLATION OF XENON HEAD LAMP WITH LIGHT SOURCE		2	Nos			Full Conversion	INR							-	0	INR Zero Only	
1.2	Local Assessories/Consumables 1 (if any)		2	Nos			Full Conversion	INR							-	0	INR Zero Only	
1.3	Local Assessories/Consumables 2 (if any)		2	Nos			Full Conversion	INR							-	0	INR Zero Only	
									Total CMC Cost for 5 years of each unit	CMC for 6th YEAR	CMC for 7th YEAR	CMC for 8th YEAR	CMC for 9th YEAR	CMC for 10th YEAR				
2	COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT PRICE SCHEDULE AFTER WARRANTY PERIOD		2	ANNUAL			Full Conversion	INR							-	-	INR Zero Only	
Total in Figures															0.00	0.00	Zero Only	
Quoted Rate in Words															Zero Only			

**After completion of Warranty period**

- NOTE:-
- 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.
  - The tendered must indicate separately the component of taxes in the cost of 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.
  - All software updates should be provided free of cost during CMC period.
  - The supplier shall keep sufficient stock of spares required during CMC period.
  - 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.
  - These charges will be added to the price at the time of evaluation of tender.
  - TOTAL BASIC COST OF 5 YEARS CMC OF EACH EQUIPEMENT MUST BE QUOTE IN COLUMN 11 AND YEARLY CMC COST MUST BE QUOTE IN COLUMN 12 TO 16**