

Offline- Open Tender NATIONAL TENDER ENQUIRY DOCUMENT

**FOR SUPPLY, INSTALLATION, TESTING &
COMMISSIONING
OF MEDICAL EQUIPMENTS**

For & on behalf of
FOR

**KALPANA CHAWLA GOVT. MEDICAL
COLLEGE, KARNAL**

Tender Enquiry Document No.:

HSCC/KCGMC/Medical Equipment/2016/off/C/01/G Dated 03.02.2017

BY



HSCC (INDIA) LTD

(A GOVERNMENT OF INDIA ENTERPRISE)

Plot No. 6-A, Block-E, Sector-1, NOIDA (U.P.) - 201 301

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**KALPANA CHAWLA GOVT. MEDICAL COLLEGE,
KARNAL, HARYANA**

GOVT OF HARYANA

Tender Enquiry No.: HSCC/KCGMC/Medical Equipment/2016/off/C/01/G Dated 03.02.2017

NOTICE INVITING TENDERS (NIT) - Offline

HSCC (India) Ltd. for and on behalf of Director General, Medical Education & Research, Panchkula, Govt. of Haryana invites **offline bids** from eligible bidders, in single stage two bid system for Supply, Installation, Testing, Commissioning & Handing-over of various **Medical Equipments for Kalpana Chawla Govt. Medical College, Karnal, Haryana:**

Sr. no	Name of Item	Department	Total QTY	EMD Rs.
1	Surgitron Dual Frequency	Skin & V.D.	01	30,000.00

Sl. No.	Description	Schedule
i.	On line sale of tender enquiry documents	03.02.2017 to 23.02.2017 upto 12.30 hrs
ii.	Place of sale of Tender Enquiry Documents	HSCC (India) Ltd, Plot No. 6-A, Block-E, Sector-1, Noida (U.P)-201301
iii.	Cost of the Tender Enquiry Document	Free of cost
iv.	Pre Tender Meeting Date & Time	10.02.2017 , 11:00 hrs. IST
v.	Pre Tender Meeting Venue	Same as (ii) above
vi.	Closing date & time for receipt of Tender	23.02.2017. , 13.00 hrs IST
vii.	Time and date of opening of Techno – Commercial tenders	23.02.2017 , 13:30 hrs IST
viii.	Venue of Opening of Techno Commercial Tender	Same as sr no. (ii) above

1. TE Document fee free of cost
2. Bidder shall download the TE documents from the web site <http://eprocure.gov.in/cppp>, www.hsccltd.com, and submit its tender by utilizing the downloaded document, along with the required non-refundable fee as mentioned in Para 1 above.
3. All prospective bidders may attend the Pre Tender meeting. The venue, date and time indicated in above.
4. Bidder shall ensure that their bid, complete in all respects, are dropped in the Tender Box located at **HSCC (India) Ltd, Plot No. 6-A, Block-E, Sector-1, NOIDA (U.P.) – 201 301** on or before the closing date and time, failing which the bid will be treated as late and rejected.
5. In the event of any of the above mentioned dates being declared as a holiday / closed day for the purchase organisation, the tenders will be sold/received/opened on the next working day at the appointed time.
6. The TE Document is not transferable.

7. Sealing of bid:

Envelop I: Bid Security (EMD)/Registration certificate for the item quoted issued by NSIC/ DGS&D for exemption of EMD

Envelop II: a. Tender Form duly signed & filled
b. Technical compliance sheet with technical leaflets

Envelop III: Price Bid /Financial Bid

These above envelopes I, II & III shall be further sealed in one outer envelope super scribing name of item, item no. and TE document No.

8. If Bidder submit bid security / performance security amount in the form of Demand Draft (i.e. DD)/ Bank Guarantee in favour of **HSCC (India) Ltd**

9. Rejection of bid:

If EMD /**Registration certificate for the item quoted issued by NSIC/ DGS&D for exemption of EMD** as mentioned in the tender document not found in envelop-I, their bid will be rejected and Envelop -II & III will not open by the committee

**CHIEF GENERAL MANAGER HSCC (I) Ltd.
For & on behalf of DGMER, Panchkula.**

Terms & conditions:-

1. **Period of Validity:** A bid shall remain valid for **120 days** from the date of submission to HSCC.
2. **EMD:** Tenderer shall furnish along with its tender, earnest money for amount as shown in the NIT. The earnest money shall be furnished in one of the following forms:
 - i) Account Payee Demand Draft, (ii) Banker's cheque and (iii) Bank Guarantee as per format

The demand draft or banker's cheque shall be drawn on any commercial bank in India or country of the tenderer, in favour of the "HSCC (India) Ltd" payable at New Delhi/Noida. In case of bank guarantee, the same is to be provided from any commercial bank in India (as per the format in tender enquiry document). EMD to be valid **for 165 days** from the initial date of opening of the bid. The tenderer who are currently registered and, also, will continue to remain registered during the tender validity period with Directorate General of Supplies & Disposals or with National Small Industries Corporation, New Delhi for the specific goods as per tender enquiry specification shall be eligible for exemption from EMD. Vague stipulations in the Registration Certificate such as "to customers' specification" etc. will not be acceptable for exemption from furnishing of earnest money. In case the tenderer falls in these categories, it should furnish copy of its valid registration details in its bid (with DGS&D or NSIC, as the case may be)

3. Rate: a) The Prices should be quoted in Indian Rupees only. The rates quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account. All duties, taxes and other levies payable by the contractor under the contract shall be included in the total price. The rate quoted must be inclusive of Excise Duty, Packing & Forwarding charges, Sales Tax, entry tax, Freight charges and Insurance charges. The risk of damage or loss in transit if any will be rest on the suppliers only.
b) CMC price has to be quoted as per format given in the bid.
4. **Sales Tax/ Vat:** Should be mentioned on price format.
5. **Evaluation:** The tenderers will be evaluated and compared separately for each item. The tenderer has to quote for the complete requirement given under the item. Comparison of the responsive tenders shall be carried out on all inclusive quoted price at Consignee site basis, inclusive of applicable taxes, duties, incidental services. The rate quoted must be inclusive of Excise Duty, Packing & Forwarding charges, Sales Tax, Freight charges, entry tax and Insurance charges. The quoted CMC prices will also be added for comparison & ranking purpose for evaluation
6. The bid submitted by MSME bidders shall be dealt as per the prevailing laws

7. **Name of Consignee:** The Director
Kalpana Chawla Govt. Medical College,
KARNAL (Haryana)

Name of Purchaser: The Director, Kalpana Chawla Govt. Medical College, KARNAL

Name of consultant: HSCC (India) Limited, E 6(A), Sector -1, Noida

8. **Delivery Period: 30 days from date of Notification of Award/Purchaser order to delivery at consignee site.** The date of delivery will be the date of delivery at consignee site.

9. **Installation and commissioning:** Installation and commissioning shall be done **within 15 days** of receipt of the stores/ goods at site or within two weeks of handing over the site for installation, whichever is later.
10. **Despatch Clearance:** No goods shall be despatched before issue of Despatch note issued by HSCC, failing which entire responsibility shall rest on the supplier.
11. **Warranty:** Warranty of equipments will be **two years** on site from date of commissioning & handing over to KCGMC/ Client.
12. **Performance Security:** Within fifteen (15) days from date of the issue of notification of award by the Purchaser/Consignee, the supplier, shall furnish performance security to the Purchaser/Consignee for an amount equal to ten percent (10%) of the total value of the contract, valid up to sixty (60) days after the date of completion of all contractual obligations by the supplier, including the warranty obligations, initially valid for a period of minimum 24 months (as applicable warranty period of 2 years) from the date of Notification of Award.
13. This Notification of Award/Purchaser order Constitutes the formation of contract, scope of supply will be governed by the technical specifications & other terms & conditions of the aforesaid Tender Enquiry document and its amendments /corrigendum issued.
14. The Time lapse on the part of HSCC / KCGMC / on account of despatch clearance/ installation clearance will not be count for delivery period /installation period.

15. Payment Terms:

- (i) 80% payment on submission of following document:-
- Copy of Purchase order.
 - Consignee receipt in original issued by KCGMC/HSCC.
 - Invoice in favour of consignee through HSCC for 80% claim
 - Warranty Certificate.
- (ii) 20% payment within on submission of following documents:
- Copy of Purchase order.
 - Copy Consignee receipt issued by KCGMC/ Client.
 - Installation & commissioning or final acceptance certificate issued by KCGMC/HSCC.
 - Invoice in favour of consignee through HSCC for 20% claim.
16. Supply shall be accepted only after inspection and approval by the concerned authority.
17. **Liquidated Damage:** If the supplier fails to deliver any or all the goods or fails to perform the services within the time frame(s) incorporated in the contract, the Purchaser/Consignee shall, without prejudice to other rights and remedies available to the Purchaser/Consignee under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of goods and/or services until actual delivery or performance subject to a maximum of 10% of the contract price. Once the maximum is reached Purchaser/Consignee may consider termination of the contract.
18. **Insurance:** The supplier shall make arrangements for insuring the goods against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the following manner: The supplier shall be responsible till the entire stores contracted for arrival in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured for an amount equal to 110% of the value of the goods from ware house to ware house (consignee site) on all risk basis. The insurance cover shall be obtained by the Supplier and should be valid till 3 months after the receipt of goods by the Consignee

19. Termination of Contract

19.1 The Purchaser/Consignee, without prejudice to any other contractual rights and remedies available to it (the Purchaser/Consignee), may, by written notice terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Purchaser/Consignee

19.2 In the event of the Purchaser/Consignee terminates the contract in whole or in part, pursuant to sub-clause 19.1 above, the Purchaser/Consignee may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the supplier shall be liable to the Purchaser/Consignee for the extra expenditure, if any, incurred by the Purchaser/Consignee for arranging such procurement. Unless otherwise instructed by the Purchaser/Consignee, the supplier shall continue to perform the contract to the extent not terminated

20.0 Resolution of disputes

20.1 If dispute or difference of any kind shall arise between the Purchaser / Consignee and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.

20.2 If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, such dispute or difference shall be referred to the sole arbitrator appointed by **Director General Medical Education and Research, Government of Haryana, Panchkula**. The award of the arbitrator shall be final and binding on the parties to the contract subject to the provision that the Arbitrator shall give reasoned award

20.3 Venue/seat of Arbitration: The venue of arbitration shall be at New Delhi, India.

21.0 Applicable Law and Jurisdiction: The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force. The contract shall be subject to the jurisdiction of Delhi court to the exclusion of all other courts.

22.0 Delivery/Delay in the supplier's performance: The supplier shall deliver of the goods and perform the services under the contract within the time schedule specified in the documents. The time for and the date of delivery of the goods stipulated in the schedule shall be deemed to be of the essence of the contract and the delivery must be completed not later than the date (s) as specified in the contract. Any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following actions:

- (i) imposition of liquidated damages,
- (ii) forfeiture of its performance security and
- (iii) termination of the contract for default

23.0 The bid submitted by the bidder should be accompanied with Power of Attorney in favour of signatory of TE documents.

24.0 Notwithstanding the above, the Purchaser reserves the right to accept or reject any

quotations and to cancel the bidding process and reject all quotations at any time prior to the award of contract.

TENDER FORM

Date:

To,

Chief General Manager, HSCC
For & on Behalf of Director General Medical Education & Research (DGMER),
Govt. Of Haryana,
Panchkula

Ref. TE document no.

Item no:-

We, the undersigned have examined the above mentioned TE document, including all amendment/corrigendum issued the receipt of which is hereby confirmed. We now offer to supply and deliver, installation, commissioning _____ (*Description of goods and services*) in conformity with your above referred document terms for the sum of _____ (**NOT TO MENTION ANY PRICE DURING SUBMISSION IN TECHNICAL OFFER**) _____ (total tender amount in figures and words), as shown in the price schedule(s), attached herewith and made part of this tender.

If our tender is accepted, we undertake to supply the goods and perform the services as mentioned above, in accordance with the delivery schedule specified in the List of Requirements.

We further confirm that, if our tender is accepted, we shall provide you with a performance security of required amount in an acceptable form.

We agree to keep our tender valid. We also accordingly confirm to abide by this tender up to the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

We further understand that you are not bound to accept the lowest or any tender you may receive against your above-referred tender enquiry.

We confirm that we do not stand deregistered/banned/blacklisted by any Govt. Authorities.

We confirm that we fully agree to the terms and conditions specified in above mentioned TE document, including amendment/ corrigendum if any

We are fully agreed all the terms and conditions of TE document including amendment/ corrigendum /technical specification issued before opening of bid. In case, anywhere any conditional terms found in our bid, the same shall be treated as deleted/cancelled/ withdrawn from our bid. Whenever there is a conflict, the acceptance of all terms and conditions of TE document in the tender form / affidavit shall prevail only.

(Signature with date)

(Name and designation) Duly authorised to sign tender for and on behalf of

Price Bid

Item no:

Name of item

Sr no.	Description of Goods	Make	Model no.	Qty.	# Unit Price Rs.	VAT/Sales Tax extra %	Total Amount Rs.
1.							

Note: 1. Sales tax/VAT should be mentioned separately.

2. # Unit price shall be included of all packing & forwarding, freight charges & insurance from ware house to consignee, local tax, entry tax, duties, two year warranty, VAT/ taxes and other levies payable by the supplier under the contract.

Authorised Signatory

PRICE SCHEDULE FOR ANNUAL COMPREHENSIVE MAINTENANCE CONTRACT AFTER WARRANTY PERIOD

1	2	3	4					5
Item no.	BRIEF DESCRIPTION OF GOODS	QUANTITY. (Nos.)	Annual Comprehensive Maintenance Contract Cost for Each Unit year wise* (Inclusive of service tax & VAT, Excise duty) INR					Total Annual Comprehensive Maintenance Contract Cost for 5 Years [3 x (4a+4b+4c+4d+4e)] (Inclusive of service tax, VAT, Excise duty) INR
			1 st	2 nd	3 rd	4 th	5 th	
			a	b	c	d	e	

*** After completion of warranty period**

Authorised Signatory

BANK GUARANTEE FORM

To

HSCC (India) Limited
E 6 (A), Sector -1, Noida

IFB No.
Name of Item
Item no.

WHEREAS _____ (Name and address of the supplier) (Hereinafter called "the supplier") has undertaken, in pursuance of contract no. _____ dated _____ to supply (description of goods and services) (herein after called "the contract").

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

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

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of. _____ (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

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

.....
(Signature with date of the authorised officer of the Bank)

.....
Name and designation of the officer

.....
Seal, name & address of the Bank and address of the Bran

Technical Specification of Equipments

SURGITRON DUAL FREQUENCY along with the following Technical Specifications and standard electrodes & accessories:

- Dual Frequency: 1.7MHz & 4.0MHz, * Power Output: 120 Watts.,
- No need of ground contact or skin contact of antenna plate.
- Finger switch & foot switch activated.
- Computerised auto start up test for indicator.
- Four wave forms and five modalities of operation.
- Autoclavable and disposable hand piece and neutral plates.
- Detachable water proof switch.
- Adjustable volume for activation monitors.
- Cuts without exerting any pressure.
- Bacterial free incision fine and active tungsten wire electrodes having flexible shaft that may be bent and modified to satisfy any need.
- The electrodes no not need to be sharpened and can be easily sterilized.
- CE Mark/ EMC Compliance.
- ISO 9001 certified and USA FDA 510K approved.
- Size: 9" x 5 x 13 ¼"
- Weight: 18 lbs.

Electrodes includes:

- Fine wire ¼" Triangle Loop (1 no.)
- Fine wire ¼" Round Loop (1 no.)
- Fine wire 3/16" Diamond Loop (1 no.)
- 1/31" x 3/8" Straight Needle (1 no.), 2mm Ball (1 no.).
- Broad Needle – Bent Tip (1 no.), Vari Tip (1 no.).
- Bipolar Cord (1 Set).
- Bipolar Forceps (1 no.), Hand piece – Finger Switch Control Hand piece (1 no.).
- Hand piece – Foot switch control Headpiece (01 no)