



e-TENDER ENQUIRY FOR PROCUREMENT, INSTALLATION AND COMMISSIONING OF CT-64 SLICE UNIT and 1.5 TESLA MRI UNIT IN ESIC HOSPITALS ON TURNKEY BASIS

Date for Issue 11.05.2018	Date for Submission 11.06.2018 upto 11:00 AM
E-Tender No. U-16/30/571/2016 Procell/MRI Dated: 11.05.2018	

Proposal should be submitted online only.

EMD should be submitted in sealed envelope at ESIC Headquarters.

**Director General
Employees' State Insurance Corporation
Panchdeep Bhawan, C I G Marg, New Delhi- 110002**



**HEADQUARTERS' OFFICE
EMPLOYEES' STATE INSURANCE CORPORATION
PANCHDEEP BHAWAN, CIG ROAD, NEW DELHI-110002
E-mail: dmc-procurement.hq@esic.in, Tel. 011-23234334**

e-Tender Enquiry No. U-16/30/571/2016-Procell/MRI

Date: 11/05/2018

e-TENDER NOTICE

On behalf of the Director General ESI Corporation, online tenders are invited for procurement, installation and commissioning of CT 64 Slice machine and 1.5 Tesla MRI Machine in **ESIC Hospitals/Medical Colleges on turnkey basis**, through e-procurement portal of ESIC :

<https://esictenders.eproc.in> .

EMD (Earnest Money Deposit) of **said amount** in the form of Demand Draft drawn at any **Nationalized /Scheduled bank** in favor of 'E.S.I Fund Account No.1 payable at Delhi, to be enclosed with the technical bid. RFP Document may be viewed online or downloaded by the bidders from <https://esictenders.eproc.in> & www.esic.nic.in.

All the original affidavits and documents are to be scanned and has to be uploaded in the e-tender format. **Evaluation of online tender will only be done** in normal circumstances. In case of any technical problem in online system or any other reason, original physical documents may be demanded from the bidder at any stage of the tender by ESIC.

e-TENDER SCHEDULE

S. No.	Details	Dates & time
1.	Period of availability of online e-Tender document on websites	11.5.2018
2	Pre-bid meeting	18.05.2018 at 11:30 AM
3	Last date of Bid submission	11.06.2018 till 11:00AM
3.	Date of Opening online tenders	11.06.2018 at 11:30 AM

- a. **EMD is to be dropped in Tender box placed in front of Room No. 314 Hqrs. Office, Panchdeep Bhawan, CIG Road, New Delhi-110002.**
- b. If the date of opening of tenders is declared a public holiday, the tenders shall be opened on the next working day at the same venue and time
- c. All bidders are requested to check further notifications/ updates if any, on ESIC website- e-Procurement portal- <https://esictenders.eproc.in> & www.esic.nic.in ESIC
- d. The “**Price Bid**” will be opened after evaluation of “**Technical bids**” and the date and time will be intimated to bidders whose bids are responsive and who are selected by the **ESIC**.

A. UPLOADING RELATED INSTRUCTIONS FOR BIDDERS

- 1) All bidders/contractors are required to procure Class-IIIB Digital Signature Certificate (DSC) with both DSC Components i.e. Signing & Encryption to participate in the E-Tenders.
- 2) Bidder should get Registered at <https://esictenders.eproc.in>
- 3) Bidder needs to submit Bid Processing Fee charges of Rs. 2495/- (non-refundable) in favour of M/s C1 India Pvt. Ltd. payable at New Delhi via Online payment modes such as Debit card, Credit card or Net Banking for participating in the Tender.

Important Instructions for Bidders regarding Online Payment

All bidders/contractors are required to procure Class-IIIB Digital Signature Certificate (DSC) with Both DSC Components i.e. Signing & Encryption to participate in the E-Tenders.

Bidders should get Registered at <https://esictenders.eproc.in>.

Bidders should add the below mentioned sites under Internet Explorer □ Tools □ Internet Options □ Security □ Trusted Sites □ Sites of Internet Explorer :

<https://esictenders.eproc.in>

<https://www.tpsl-india.in>

<https://www4.jpg-online.com>

Also, Bidders need to select “Use TLS 1.1 and Use TLS 1.2” under Internet Explorer □ Tools □ Internet Options □ Advanced Tab □ Security.

Bidder needs to submit Bid Processing Fee charges of Rs. 2495/- (non-refundable) in favour of M/s. C1 India Pvt. Ltd., payable at New Delhi via Online Payment Modes such as Debit Card, Credit Card or NetBanking for participating in the Tender.

Bidders can contact our Helpdesk at <https://esictenders.eproc.in/html/Support.asp>

B. EMD Related Instructions for e-tender notice:

On behalf of the Director General ESI Corporation, online tenders are invited for establishing CT 64 Slice Units and 1.5 Tesla MRI units in various ESIC Hospitals, through e-procurement portal of ESIC : <https://esictenders.eproc.in> .

EMD (Earnest Money Deposit) of said amount in the form of Demand Draft drawn at any Nationalized/Scheduled bank in favor of ‘E.S.I Fund Account No.1 payable at Delhi, to be enclosed in sealed envelope with name and address of the tenderer along with the covering letter and to be delivered in EMD box kept in Room No. 314, 3rd Floor, ESIC Headquarters on or before the specified date and time .

RFP Document may be viewed online or downloaded by the bidders from the www.esic.nic.in & <https://esictenders.eproc.in>

<u>S. No.</u>	<u>Brief Description</u>	<u>Unit</u>	<u>Tentative Qty.</u>	<u>EMD (Rs.)</u>
1.	CT 64 Slice Machine as per specification in annexure A	No.	5	Rs. 40,00,000/- (Fourty Lacs)
2.	1.5 Tesla MRI Machine as per specification in annexure B	No.	5	Rs.90,00,000/- (Ninety Lacs)

1. Unsuccessful bidders EMD will be discharged/returned as promptly as possible after the expiration of the period of bid validity prescribed by the **ESIC**.
2. The successful bidder's EMD will be discharged/returned as promptly as possible after successful commissioning of the machine at all locations.
3. The EMD may be forfeited:
 - a) If a bidder withdraws its bid during the period of bid validity.
(or)
 - b) In case of a successful bidder, if the bidder fails:
 - i. to sign the contract within 7 days
 - ii. to furnish performance security within 7 days

C. Locations for E-Tender:

LOCATION OF MEDICAL COLLEGES FOR CT 64 SLICE MACHINE

1. ESIC Medical College & Hospital, Faridabad
2. ESIC Medical College & Hospital, KK Nagar, Chennai
3. ESIC Hospital Varanasi, U.P
4. ESIC Hospital Sanathnagar
5. ESIC Hospital Basaidarapur

LOCATION OF MEDICAL COLLEGES FOR 1.5 TESLA MRI MACHINE

1. ESIC Medical College & Hospital, Faridabad
2. ESIC Medical College & Hospital, KK Nagar, Chennai
3. ESIC Medical College & Hospital, Joka, Kolkatta
4. ESIC Medical College & Hospital, Sanathnagar
5. ESIC PGIMSR & Hospital Basaidarapur

ELIGIBILITY CRITERIA FOR THE BIDDERS

1. Manufacturers or their authorized dealers having a place of business in any of the States of India are eligible to participate in this tender.(Documentary valid proof to be attached)
2. The bidder should be in the business of the supply and installation of CT/MRI equipment for the last five calendar years. A valid proof of certificate should be attached with the bid.
3. (a) The **manufacturer** should have completed at least three nos. installations of the quoted items in Govt. / Pvt. Institutions / Hospitals in India. The installations mentioned by the manufacturer in their offer must be functional and performance certificate for the same issued by the user concerned also be attached with the offer.

(b) The bids quoted as the **dealer** of the manufacturer meeting the above criteria 03(a) should have also supplied and installed at least two installations of the quoted items in Govt. / Pvt. Institutions / Hospitals in India in last three years from the last date of submission of tender. The installations mentioned by the authorized representative in their offer must be functional and performance certificate for the same issued by the user concerned also be attached with the offer.(Documentary valid proof should be submitted)
4. The Bidder who is authorized dealer of the manufacturer should be public undertaking / Autonomous Body / Public Ltd. / Pvt. Ltd. Company or proprietary firm should be in the supply and installation business of CT/MRI equipment since last five years in India. (documentary valid proof to be attached)
5. The GST registered bidders are only eligible to participate in the tender.(Documentary valid proof should be submitted)
6. The Bidder (manufacturer or their authorized agent) should have average annual financial turnover of Rs. Twenty Crore for last three consecutive years i.e 2014-2015, 2015-2016 & 2016-2017. (Participant bidder has to submit audited financial statement of last three preceding years as mentioned above by registered Chartered Accountant)
7. **Bidders** who have the capability to attend repairs of the equipments within 06 hours of registering the complaint and who are having capability to ensure the down time will not exceed beyond 48 hours may participate in this tender. (Documentary proof shall be submitted on the after sales facilities and expertise of the bidder.)

8. Bids of a firm/company that has been blacklisted/debarred by any other State / Central Government's organization shall not be entertained.(Under taking in Affidavit of Rs 50/- that it is not blacklisted/debarred by any Organization)
9. Notwithstanding anything stated above, the ESIC reserves the right to assess the Bidder's capability and capacity to perform the contract satisfactorily before deciding on award of contract, should circumstances warrant such an assessment in the overall interest of the ESIC.
10. The Equipment offered may be/may not be submitted for functional demonstration/inspection before the technical evaluation committee at the site chosen by the ESIC during opening of technical bid. Financial bids of only those products will be opened whose samples qualify as per technical specification by the technical evaluation committee. However, the committee may call for the samples at any point of time.
11. Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the ESIC to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Bids.
12. Government-owned enterprises may participate only if they are legally and financially autonomous and operating under commercial law.

Note: Evaluation and finalization of the bid will be based on e-bid submitted by the bidder. Any deficiency in respect of clarity and legibility of the uploaded document shall lead to disqualification.

GENERAL TERMS AND CONDITIONS

- 1) The DG **ESIC** reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the ESICs action. The decision of the DG ESIC will be final and binding on the bidders
- 2) The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a bid not substantially responsive to the Bidding Documents in every respect will be at the Bidder's risk and may result in rejection of its bid. (Bidder should upload signed copy of the tender document)
- 3) The Bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the **ESIC**, shall be written in the English language.
- 4) Bids shall remain valid for 180 days after the date of bid opening prescribed by the **ESIC**. A bid valid for a shorter period may be rejected by the **ESIC** as non-responsive.
- 5) The **ESIC** may, at its discretion, extend this deadline for submission of bids by amending the bid documents in which case all rights and obligations of the ESICs and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- 6) No bidder shall contact the **ESIC** on any matter relating to its bid, from the time of bid opening to the time the contract is awarded.
- 7) Any effort by a bidder to influence the **ESIC** in the **ESIC**'s bid evaluation, bid comparison or contract award decisions may result in rejection of the bidders bid.
- 8) The tender documents should be uploaded online only . **The physical documents may be demanded at any time by ESIC**. Only the EMD must be received by the **ESIC** at the address specified not later than the time and date specified in the Invitation of Bids. In the event of the specified date for the submission of bids being declared a holiday for the **ESIC**, the bids will be received up to the appointed time on the next working day
- 9) Any EMD received by the **ESIC** after the deadline for submission of bids prescribed by the **ESIC** will be summarily rejected and/or returned unopened to the Bidder.
- 10) The bidder may modify or withdraw its bid after the bids submission, provided that written notice of the modification or withdrawal is received by the **ESIC** prior to the deadline prescribed for submission of bids.

- 11) The bidders modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions. A withdrawal notice may also be sent in written but followed by a signed confirmation copy, post marked not later than the deadline for submission of bids.
- 12) No bid may be modified subsequent to the deadline for submission of bids.
- 13) No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the bid form. Withdrawal of a bid during this interval may result in the bidders forfeiture of its bid security.
- 14) That the modification or withdrawal of bid will not be considered as a matter of right of the bidder and decision of the Competent Authority in ESIC to that effect will be binding and final.
- 15) During evaluation of bids, the **ESIC** may, at its discretion, ask the bidder for clarification of its bid. The request for clarification and the response shall be in writing.
- 16) The **ESIC** will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required documents/certificates have been furnished, whether the documents have been properly signed, and whether the bids are generally in order or any other requirement under the tender or otherwise mandatory under law. Bids from bidder or their representatives, without proper authorization from the manufacturer, shall be treated as non-responsive and will be summarily rejected.
- 17) Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the supplier/bidder does not accept the correction of errors, its bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail. The bidders are therefore recommended to submit their bids after proper verification and confirmation.
- 18) The **ESIC** may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any bidder.
- 19) Prior to the detailed evaluation, the **ESIC** will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these clauses a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from or objections or

reservations to critical provisions such as those concerning Performance Security, Warranty, Force Majeure, Applicable law and Taxes and Duties

- 20) A bid determined as not substantially responsive will be rejected by the **ESIC** and may not subsequently be made responsive by the bidder by correction of non-conformity.
- 21) The **ESIC** will evaluate and compare bids previously determined to be substantially responsive.
- 22) The **ESICs** evaluation of a bid will take into account, in addition to the bid price (ex-factory/ex-warehouse/off-the-shelf price of the goods offered from within India, such price to include all costs as well as duties and GST payable on components and raw material incorporated or to be incorporated in the goods, and GST on the finished goods, if payable) and price of incidental services, the following factors, in the manner and to the extent indicated and in the technical specifications:
- a) Evaluation and comparison of tenders will be done taking in to consideration the cost of comprehensive AMC for a period of 5 years after the free guarantee maintenance period of 5 years for the MRI/CT.
 - b) Inland transportation, ex-factory/ from port-of-entry, insurance and incidentals.
 - c) Inland transportation, insurance and other incidentals, for delivery of goods to the project site as stated.
 - d) Spare parts and after sales service facilities in India: The cost of the **ESIC** of establishing the minimum service facilities and parts inventories, as outlined elsewhere in the bid invitation, if quoted separately, shall be added to the bid price.
 - e) Turnkey Price also will be taken for the sake of evaluation to decide L1.
 - f) Annual Maintenance Contract (AMC):
 - i) The **ESIC** desires to have **separately** comprehensive maintenance charges for a period of 5 years after the expiry of 5 years warranty and free maintenance period, clearly indicating year wise comprehensive maintenance charges, which shall be added to the bid price at a discount rate of 8% per annum. **Bids without these charges will be considered as non responsive.**
 - ii) **Any repair pointed out by the ESIC shall be rectified by the Supplier from the date of intimation within a period of 3 calendar days and commission the equipment to the satisfaction of the ESIC, failing which the ESIC has right to levy a penalty on the Supplier a sum of Rs.50,000/- per day or part thereof**

for each equipment until the equipments are repaired and commission to the satisfaction of the ESIC.

- 23) In the absence of pre-qualification, the *ESIC* will determine to its satisfaction whether the bidder that is selected as having submitted the lowest evaluated responsive bid meets the criteria and is qualified to perform the contract satisfactorily.
- 24) The determination will take into account the bidders financial, technical and production capabilities. It will be based upon an examination of the documentary evidence of the bidders qualifications submitted by the bidder, pursuant to ITB Clause 11 as well as such other information as the *ESIC* deems necessary and appropriate.
- 25) An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the bidders bid, in which event the *ESIC* will proceed to the next lowest evaluated bid to make a similar determination of that bidders capabilities to perform satisfactorily.

26) ESIC's right to vary quantities at time of award

The *ESIC* reserves the right at the time of award of contract to increase or decrease the quantity of goods and services originally specified in the schedule of requirements without any change in unit price or other terms and conditions.

- 27) Prior to the expiration of the period of bid validity, the *ESIC* will notify the successful bidder in writing by registered letter or by cable or telex, to be confirmed, that its bid had been accepted.
- 28) The notification of award will constitute the formation of the contract in accordance of the terms and conditions to executed be agreed upon.
- 29) Upon the successful bidders furnishing of performance security the *ESIC* will promptly notify each unsuccessful bidder and will discharge its bid security,

30) Performance security for Maintenance contract

After successful completion of warranty period of 5 years, the supplier shall start comprehensive AMC applicable for 5 years but no performance security will be taken for it.

31) Inspection and Tests

The *ESIC* or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract at no extra cost of the *ESIC*. The Special conditions of Contract and/or the Technical Specifications shall specify what inspections

and tests the *ESIC* requires and where they are to be conducted. The *ESIC* shall notify the Supplier in writing of the identity of any representatives retained for these purposes. The inspections and test may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and/or at the Goods final destination. Where conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance including access to drawings and production data - shall be furnished to the inspectors at no charge to the *ESIC*.

Should any inspected or tested Goods fail to conform to the specifications, the *ESIC* may reject them and the Supplier shall either replace the rejected Goods or make all alternations necessary to meet specification requirements free of cost to the *ESIC*.

The *ESIC*s right to inspect, test and, where necessary, reject the Goods' arrival in at site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the *ESIC* or its representative prior to the Goods dispatched.

32)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.

REPLACEMENT OF FAULTY OR WORN-OUT EQUIPMENTS

- A. Without prejudice to the Supplier's obligation to remedy and remove Defects with respect to the Equipment under the Agreement, the Supplier shall be obliged to replace any and all Equipment(s) which get worn out and need to be replaced during the Term, at its own expense.
- B. In the event that the Supplier fails to replace the worn out Equipment, it shall be deemed to be in breach of the agreement and *ESIC* shall be entitled to recover Damages, to be calculated and paid as per Applicable laws.
- C. Recovery of such Damages shall be without prejudice to the rights of the (*ESIC*), including the right of Termination thereof.
- D. The Supplier shall pay such Damages forthwith and in the event it contests such Damages, the Dispute Resolution Procedure shall apply.

33) Award Criteria

ESIC will award the contract to the successful bidder whose bid has been determined to be substantially responsive and viable and has been determined as the lowest evaluated bid, provided further that the bidder is determined to be qualified to perform the contract satisfactorily. *ESIC* will send the bidder the contract form provided in the bidding documents, incorporating all agreements between the parties. Within 7 days of receipt of notification of award, the successful bidder shall sign the contract agreement, for the supply and installation and also for the comprehensive AMC contract as applicable after the warranty period.

An original copy of the present agreement/Tender Enquiry duly signed and stamped on each page shall be submitted by the bidders alongwith their respective technical bids. The terms and conditions in the present tender enquiry will be binding and enforceable on the bidders. The terms and conditions agreed herein will define the rights and liabilities of the parties under the present tender.

34) Standards

The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods country or origin and such standards shall be the latest issued by the concerned institution. The bidders shall ensure compliance of various statutes and acts in force such as Legal Metrology act, 2009 and rules made thereunder and other standards as provided by Bureau of Indian Standards Act 1986.

35) Use of Contract Documents and Information

The Supplier shall not, without the *ESIC*'s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the *ESIC* in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

The Supplier shall not, without the *ESIC*'s prior written consent, make use of any document or information enumerated in GCC Clause 4.1 except for purposes of performing the Contract.

Any document, other than the Contract itself, enumerated in GCC clause 4.1 shall remain the property of the *ESIC* and shall be returned (in all copies) to the *ESIC* on completion of the supplier's performance under the Contract if so required by the *ESIC*.

36) The Supplier shall indemnify and keep the *ESIC* indemnified against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

37)The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, specified in SCC and in any subsequent instructions ordered by the *ESIC*.

38)Delivery and Documents

Delivery of the Goods shall be made by the Supplier in accordance with the terms specified by the *ESIC* in the Notification of Award. The details of dispatching and/or other documents to be furnished by the supplier are specified in SCC.

39)Insurance

The Goods Supplied under the Contract shall be comprehensive insured by the bidder from warehouse to the location for installation in Indian Rupees against the loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the Special Conditions of Contract.

40) Transportation

Where the Supplier is required under the Contract to transport the Goods to a specified place of destination(ESIC Hospitals) within the India defined as Project site, transport to such place of destination in India insurance, as shall be specified in the Contract, shall be arranged by the Supplier, and the related cost shall be included in the Contract Price. The bidder/supplier shall be solely responsible for the damage during the transit and other normal wear and tear of the equipment/goods etc.

41)Incidental Services

The supplier may be required to provide any or all of the following services, including additional service as follows:

- i. Performance or supervision of the on-site assembly and/or start-up of the supplied Goods;
- ii. furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- iii. furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods.
- iv. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

- v. Training of the *ESIC*'s Personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods.
- vi. Prices charged by the Supplier for incidental services, if not included in the contract Price of the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
- vii. Insurance of goods upto individual location of the buyer.
- viii. Checking and ceiling of Goods by internationally recognized third party at starting point for the transportation from the foreign port to the buyer location.

42) Spare Parts

The Supplier may be required to provide any or all of the following materials and notifications and information pertaining to spare parts manufactured or distributed by the Supplier:

- a) Such spare parts as the *ESIC* may elect to purchase from the Supplier, providing that this election shall not relieve the Supplier of any warranty obligations under the Contract; and
- b) In the event of termination of production of the spare parts: advance notification to the *ESIC* of the pending termination, in sufficient time to permit the *ESIC* to procure needed requirements; and following such termination, furnishing at no cost to the *ESIC*, the blueprints, drawings and specifications of the spare parts, if and when requested.

43) Warranty

The Supplier warrants that the Goods supplied under this Contract are brand new, unused, of the latest or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The supplier further warrants that the Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the *ESIC*'s specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in conditions obtaining in the final destination.

This warranty shall remain valid for 5 years after the Goods or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract.

The *ESIC* shall promptly notify the supplier in writing of any claims arising under this warranty.

Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the *ESIC*.

If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC within a reasonable period, the *ESIC* may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the *ESIC* may have against the Supplier under the contract.

44) Payment

The method and conditions of payment to be made to the Supplier under the Contract.

The Suppliers request(s) for payment shall be made to the *ESIC* in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the services performed, and by documents, submitted pursuant to Special Conditions Clause 10, and upon fulfillment of other obligations stipulated in the contract.

Payment shall be made in Indian Rupees in the form and manner as prescribed.

45) Prices

Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any prices adjustments authorized in the special Conditions of Contract or in the *ESIC*'s request for bid validity extensions, as the case may be.

46) Change Orders

The *ESIC* may at any time by written order given to the Supplier make changes within the general scope of the Contract in any one or more of the following:

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

47) If any such changes causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the *ESIC*'s change order.

48) **Contract Amendments** No variation in or modification of the terms of the Contract shall be made except by written amendment mutually agreed and signed by the parties.

49) **Assignment** The Supplier shall not assign, in whole or in part, its obligations arising out of the contract or otherwise, except with the *ESIC*'s prior written consent

50) **Subcontracts** The supplier shall notify the *ESIC* in writing of all subcontracts awarded under the contract if not already specified in his bid. Such notification, in his original bid or later, shall not relieve the Supplier from any liability or obligation under the contract.

- 51) **Delays in the Supplier's Performance** Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the *ESIC* in its Schedule of Requirements. If at any time during the performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of the Services, the Supplier shall promptly notify the *ESIC* in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the *ESIC* shall evaluate the situation and may at its discretion extend the Supplier's time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract. Exception, a delay by the Supplier in the performance of its delivery obligation shall render the supplier liable to the imposition of liquidated damages pursuant to GCC Clause 22, unless any extension of time is agreed upon pursuant to GCC clause 21.2 without the application of liquidated damages.
- 52) **Liquidated Damage** if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the *ESIC* shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the SCC. Once the maximum is reached, the *ESIC* may consider termination of the Contract.
- 53) **Termination by Default** The *ESIC* may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, terminate the Contract in whole or part;
- a) if the Supplier fails to deliver any or all of the goods within the time period(s) specified in the Contract, or within any extension thereof granted by the *ESIC*
 - b) if the Supplier fails to perform any other obligation(s) under the Contract.
 - c) In case of non deliver of the stores, ESIC will be entitled to purchase or procure the stores without notice to the contractor on his account and at the risk of the contractor, the stores not delivered or stores of similar description (where stores exactly not complying with the particulars of the tender but in the opinion of the ESIC readily procurable) for the smooth functioning of the tender.
- 54) In the event the *ESIC* terminates the Contract in whole or in part, the *ESIC* may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the *ESIC* for any excess costs for such similar Goods. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

- 55) If the contractor fails to deliver the stores three times during the period of rate contract, it shall be debarred for the next three years w.e.f from last failure and forfeiting of Performance security. ESIC will be further entitled to proceed against the participating firm/tenderer before the court of law or otherwise to protect its rights and remedies available under law.
- 56) **Force Majeure** Notwithstanding the provisions of Delays in Supplier performance, Liquidated damages & Termination by default, the Supplier shall not be liable for forfeiture of its performance security, liquidation 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. For purposes of this Clause “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the *ESIC* 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 Supplier shall promptly notify the *ESIC* in writing of such conditions and the cause thereof. Unless otherwise directed by the *ESIC* in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 57) **Termination for Insolvency** The *ESIC* may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter in favour of the *ESIC*.
- 58) **Termination for Convenience** The *ESIC*, may by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the *ESIC*’s convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. The Goods that are complete and ready for shipment within 30days after the Supplier’s receipt of notice of termination shall be purchased by the *ESIC* at the Contract terms and prices. For the remaining Goods, the *ESIC* may elect as follows:
- a) to have any portion completed and delivered at the Contract terms and prices; and /or
 - b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.
- 59) **Resolution of Disputes** The *ESIC* and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

If, after thirty (30) days from the commencement of such informal negotiations, the **ESIC** and the Supplier have been unable to resolve amicably, dispute or difference arising under these conditions of the tender or any special conditions of the contract or in connection with this contract, except as to any matter the decision of which is specially provided for by these on the special conditions, the same shall be referred to the sole arbitration as per the provisions of the Arbitration and Conciliation Act, 1996 (as amended in 2015). The place of the arbitration will be at the place of installation of the equipment. The arbitration will be conducted in English language. The award of the arbitrator shall be final and binding on the parties to the present tender enquiry or contract.

60) Governing Language The contract shall be written in English language. Subject to Clause 29, English language version of the Contract shall govern its interpretation. All correspondence and documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

61) Applicable Law The Contract shall be interpreted in accordance with the laws of the Union of India.

62) Notices Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by cable, telex or facsimile and confirmed in writing to the other Party's address specified in Special Conditions of Contract.

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

63) Taxes and Duties Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted Goods to the **ESIC**. However, GST in respect of the transaction between the **ESIC** and the Supplier shall be payable extra, if applicable and if so stipulated in the Notification of Award.

SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of contract. The Corresponding clause number of the General Conditions is indicated in parentheses.

1. Definitions

- a) The **ESIC** is **EMPLOYEES STATE INSURANCE CORPORATION**.
- b) The Supplier is a party that supplies goods or services. A supplier may be distinguished from a contractor or subcontractor, who commonly adds specialized input to deliverables. Also called vendor.
- c) Project site is the place(s) mentioned in the Schedule of Requirements.

2. Performance Security

1. Within 7 days after the Supplier's receipt of notification of award of the Contract, the Supplier shall furnish performance security to the **ESIC** in the amount specified (10% of cost of the machine).
2. The proceeds of the performance security shall be payable to the **ESIC** as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
3. The Performance Security shall be denominated in India Rupees and shall be in the form of Bank Guarantee only.
4. The performance security will be discharged by the **ESIC** and returned to the Supplier not later than 30 days following the date of completion of the Supplier's performance obligations, including any warranty obligations & CMC obligations unless specified otherwise in SCC.
5. The performance security will be released after completing the comprehensive maintenance contract after the warranty period. No payment required for performance security for the comprehensive annual maintenance contract. However in no case, the performance security will be returned before the date of completion of the CMC obligation.
6. In the event of any failure /default of the supplier with or without any quantifiable loss to the government including furnishing of consignee wise Bank Guarantee/EMD/Security Deposit, the amount of the performance security is liable to be forfeited.
7. The Purchaser/Consignee/ESIC will release the Performance Security without any interest to the supplier on completion of the supplier's all contractual obligations including the warranty & CMC obligations.

3. Inspection and Tests (General T & C Clause 31)

The following inspection procedures and tests are required by the **ESIC**;
The purchaser and/or its nominated representative(s) will, without any extra cost to the purchaser, inspect and/or test the ordered goods and the related services to confirm their conformity to the contract specifications and other quality control details incorporated in the contract. The purchaser shall inform the supplier in advance, in writing, the purchaser's programme for such inspection and, also the identity of the officials to be deputed for this purpose. "The cost towards the transportation, boarding and lodging will be borne by the supplier and/or its nominated representative(s) for their visit.

The supplier shall get each equipment inspected by a Third Party in manufacturer's works and submit a test certificate and also guarantee/warranty certificate that the equipment conforms to laid down specifications.

The **ESIC** or its representative/ their agent/third party hired by the ESIC shall inspect and/or test any or all the equipment to confirm their conformity to the Contract specifications, prior to despatch from the manufacturer's premises. Such inspection and clearance will not prejudice the right of the consignee to inspect and test the equipment on receipt at destination. If the equipment fails to meet the laid down specifications the supplier shall take immediate steps to remedy the deficiency or replace the defective equipment to the satisfaction of the **ESIC**.

The goods accepted by the ESIC at initial inspection and in final inspection in terms of the contract shall in no way dilute, ESIC has the right to reject the same later, if found deficient in terms of the warranty clause of the contract.

4. Packing (T & C Clause 32)

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

- i) Project
- ii) Contract No.
- iii) Supplier's Name
- iv) Packing list reference number

5. Delivery and Documents (T & C Clause 38)

Goods shall be delivered by the supplier in accordance with the terms of delivery and as per the delivery period specified in the schedule of requirement. Please note that the time shall be the essence of the contract.

a) For Indigenous goods or for imported goods if supplied from India or for the imported goods against site draft: 90 days from date of Notification of Award to delivery at consignee site. The date of delivery will be the date of delivery at consignee site (Tenderers may quote earliest delivery period).

b) For Imported goods directly from foreign country: 90 days from the opening of LC. The date of delivery will be the date of receipt of goods by the consignee. (Tenderers may quote the earliest delivery period)

Place of Delivery :

(A) CT 64 Slice: ESIC Medical College Faridabad, ESIC Model Hospital KK Nagar, Chennai, ESIC Model Hospital Varanasi, ESIC Medical College Sanathnagar, ESIC PGIMSR & Hospital Basaidarapur.

(B). MRI 1.5 Tesla: ESIC Medical College Faridabad, ESIC Model Hospital KK Nagar, Chennai, ESIC Model hospital, Joka, Kolkatta & ESIC Model Hospital, Sanath Nagar, Hyderabad & ESIC PGIMSR & Hospital Basaidarapur.

Upon delivery of the Goods, the Supplier shall notify the *ESIC* and the Insurance Company by cable or Telex or fax the full details of shipment including the Contract number, railway receipt number and date, description of Goods, quantity, names of the consignee etc.

The Supplier shall mail the following documents to the *ESIC*, with a copy to the Insurance Company.

- (i) Three Copies of Supplier invoice showing Goods description, quantity, unit price, total amount;
- (ii) Railway receipt/acknowledgment of receipt of goods from the Consignee(s)
- (iii) Insurance Certificate.
- (iv) Manufacturer's/ Supplier's warranty and test Certificate;
- (v) Inspection Certificate issued by the nominated inspection agency, and the Supplier's factory inspection report.

The above documents shall be received by the *ESIC* before arrival of Goods (except where the Goods have been delivered directly to the Consignee with all documents) and, if not received, the supplier will be responsible for any consequent expenses.

6. Insurance (T&C Clause 39)

For delivery of goods at site, the insurance shall be obtained by the Supplier in an amount equal to 110% of the value of the goods from "Warehouse to Place of delivery" (Final destinations) on "All Risks" basis including War Risks and Strike.

7. Incidental Service (T&C Clause 41)

The following services covered under Clause 41 shall be furnished and the cost shall be included in the contract price:

- (a) Unloading, safe storage and handling of consignment of site.
- (b) On site assembly if any of the supplied goods, installation, testing and commissioning of the equipment.
- (c) Furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods;

8. Spare parts (T&C Clause 42)

Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods. Other main spare parts and components shall be supplied as promptly as possible but in any case within one week of placement of order.

The supplier shall be responsible for undertaking the supply of any such spare part for the proper up keeping of equipment for a period of 10 years including the warranty.

9. Warranty (T&C Clause 43)

- 9.1 This warranty shall remain valid for 5 years after goods or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract.
- 9.2 The supplier shall, in addition, comply with the performance and/ or consumption guarantees specified under the contract. If for reasons attributable to the supplier, these guarantees are not attained in whole or in part, the supplier shall at its discretion either:
- (a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests.

10. Payment (T&C Clause 44)

PAYMENT THROUGH LC (INR ONLY)

‘Letters of Credit’ shall have the meaning of an arrangement whereby Bank acting at the request of a customer (Importer / Buyer), undertakes to pay for the goods / services, to a third party (Exporter / Beneficiary) by a given date, on documents being presented in compliance with the conditions laid down. LC for the CT and MRI will be separate.

OPENING OF LC – GENERAL GUIDELINES:

Original letter from DGFT allotting an IEC Number is to be scrutinized and a certified copy to be kept on record for all customers desiring to open LCs for import purposes. LC application form (AD 04) and following documents are to be obtained from the importer/bidder :

- a) Underlying contract or indent.
- b) Exchange Control copy of valid import licence, or Open General Licence (OGL) declaration stating that the goods are freely importable furnishing therein ITC(HS) classification number. iii)
- c) Insurance policy or cover note if the imports are on FOB or C&F basis for 110% of LC value, in the currency of the LC to be opened and in favour of the Bank A/c importing customer.
- d) Declaration under FEMA 1999, Section 10(5), Chapter III

ACCEPTANCE LETTER OF CREDIT

Acceptance Credit is similar to deferred payment credit except for the fact that in this credit drawing of a issuance Bill of Exchange is a must. Under this credit, Bill of Exchange must be drawn on the specified bank for specified tenor, and the designated bank will accept and honour the same, by making payment on the due dates.

FEMA GUIDELINES

Exchange Control Regulations of RBI lay down conditions/procedures of payments to be made for import of goods into India. Detailed EC Regulations pertaining to Import are furnished in Chapter 19 of this manual. Payments are to be made in strict conformity with these regulations.

An Import LC should be opened only on behalf of bank's own customers who are known to be participating in the trade and for whom valid sanctioned limits for issuance of Import LCs are in force. "Know Your Customer" (KYC) rules should be observed while handling import transaction.

80% payment through Letter of credit payable against dispatch Documents and 20 % will be made against successful completion of installation and commissioning of MRI and CT equipment at the respective sites against certification from the consignee. Prices shall be quoted in Indian Rupees.

MODE OF PAYMENT:

Payment in respect of goods of foreign origin (In case of import through the Bidder/Supplier/authorized agent who is located in India):

- a) The Supplier must have their office in any State within the territory of India and further having their Bank Account in the name of the Supplier maintained by the Nationalized Banks.
- b) Payment for the equipments shall be released through LC by the Bank or Bankers of the ESIC, directly in the bank account of the supplier whose account is maintaining by the Nationalized Bank as per RBI Rules and Guidelines.
- c) In case of the Supplier is providing imported goods, the LC shall be applicable only to the Supplier who is the sole/authorized representative of the Foreign exporter/company in India and LC is applicable within the territorial jurisdiction of India.
- d) The charges of confirmation of LC shall be borne by the Supplier.
- e) Purchaser will open LC only three months prior to the actual date of delivery/shipment. If any extension of the Letter of Credit (LC) is required due to the fault of the supplier, the supplier will have to pay for such extension and the ESIC will not be liable for any such charges.
- f) In case supplier insists on establishment of LC immediately after conclusion of contract/placement of order irrespective of delivery/ shipment schedule, LC will be established by the purchaser immediately after conclusion of contract for a period of three months with a provision in LC that cost of further extension or validity of LC will be borne by the beneficiary and the issuing bank will be advised accordingly while amending the LC, as per the mutual terms between the parties but it will be reduced in writing with a valid reason.

11. If supplier insists on opening of LC along with the order for full period of contract and does not accept to bear the LC charges beyond three months, the additional cost involved in keeping the LC valid for the period beyond three months will be loaded on the supplier's quoted price, while evaluating the bids. In case the contract period is extended for reasons for which the

supplier is responsible, the cost of maintaining the LC in the extended period will have to borne by the supplier.

General Condition for the payment through LC for foreign equipment:

Payment for 80% value of foreign equipment and spares less advance payment if any will be made after dispatch on pro rata basis on submission of the following documents & Bank Guarantee.

- (a1) Bank guarantee in the favour of ESIC equal to amount of 80% cost of the machine should be submitted along with the documents. It will be returned after successful & satisfactorily commissioning of machine.
- (b) Invoices in 6 copies (original and 5 copies) covering the value of goods delivered.
- (c) 6 copies of packing list.
- (d) 1 copy of non-negotiable Bill of Lading or airway bill.
- (e) Certificate of inspection of the Bidder/supplier/third party reputed or well known agency like SGS, Lloyd, BEAURU VARITUS and TUV prior to dispatch.
- (f) Certificate from the Bidder/supplier confirming that the original shipment documents have been dispatched in accordance with the requirement of the contract to the Port Consignee.
- (g) Certificate that the equipment and spares are new, unused and from current production.

General Condition For The Payment Through LC For Equipment Of Indian Origin:

Payment for 80% basic price of Indian equipment and spares less advance payment if any plus 100% Taxes, Duties, if any, will be made on pro rata basis on receipt of the items at site and against submission of the following documents and Bank Guarantee:

- (a2)) Bank guarantee in the favour of ESIC equal to amount of 80% cost of the machine should be submitted along with the documents. It will be returned after successful & satisfactorily commissioning of machine.
- (b) Invoices in 6 copies (original and 5 copies) covering value of goods delivered.
- (c) 6 copies of packing list.
- (d) Certificate that the equipment and spares are new, unused and from current production.
- (e) Certificate of inspection of the Bidder/Supplier.
- (f) Certificate of receipt at factory from the Purchaser or his representative.
- (g) Documentary proof of actual payment regarding claim for ED, sales tax or any other taxes paid in India.
- (h) Six copies of commercial invoices (original and 5 copies).
- (i) Certificate of receipt from the Purchaser or his representative.

- (i) The bidder shall indicate on the Price Schedule provided under all the specified components of prices shown therein including the unit prices and total tender prices of the goods and services it proposes to supply against the requirement. All the columns shown in the price schedule should be filled up as required. If any column does not apply to a bidder, same should be clarified as “NA” by the bidder.

If there is more than one schedule in the List of Requirements, the bidder has the option to submit its quotation for any one or more schedules. However, while quoting for a

schedule, the bidder shall quote for the complete requirement of goods and services as specified in that particular schedule.

- (ii) The quoted prices for goods offered from within India and that for goods offered from abroad are to be indicated separately in the applicable Price Schedules attached.
- (iii) The price quoted by the bidder for indigenous goods shall not be higher than the lowest price charged for the goods of the same nature, class or description to an individual/firm/organization or department of Govt. of India or any state Governments.
- (iv) For imported goods, the price quoted shall not be higher than the lowest price charged by the bidder for the goods of the same nature, class or description to a purchaser, domestic or foreign or to any organisation or department of Govt. of India or any state Governments.
- (v) If it is found at any stage that the goods as stated have been supplied at a lower price, then that price, with due allowance for elapsed time will be applicable to the present case and the difference in cost would be refunded by the supplier to the purchaser, if the contract has already been concluded.
- (vi) While filling up the columns of the Price Schedule, the following aspects should be noted for compliance:

I. For domestic goods or goods of foreign origin located within India, the prices in the corresponding price schedule shall be entered separately in the following manner:

- a) the price of the goods, quoted ex-factory/ ex-showroom/ ex-warehouse/ off-the-shelf, as applicable, including all taxes ,CUSTOM DUTY and GST already paid or payable or on the previously imported goods of foreign origin quoted ex-showroom etc;
- b) any GST or other taxes and any duties including , which will be payable on the finished goods in India if the contract is awarded;
- c) charges towards Packing & Forwarding, Inland Transportation, Insurance (local transportation and storage) would be borne by the Supplier from ware house to the consignee site for a period including 3 months beyond date of delivery, Loading/Unloading and other local costs . Incidental to delivery of the goods to their final destination as specified in the List of Requirements and Price Schedule;
- d) the price of Incidental Services, as mentioned in List of Requirements and Price Schedule;
- e) the prices of Turnkey (if any), as mentioned in List of Requirements, Technical Specification and Price Schedule; and
- f) the price of annual CMC, as mentioned in List of Requirements, Technical Specification and Price Schedule.

B) For goods offered from abroad, the prices in the corresponding price schedule shall be entered separately in the following manner:

- i. The price of goods quoted FOB/FCA port of shipment, as indicated in the List of Requirements and Price Schedule;
- ii. The amount of freight and insurance and price of goods quoted CIP port of entry in India. c) The price of goods quoted CIP (name port of destination) in India nearest airport ,seaport basis as indicated in the List of Requirements, Price Schedule and Consignee List;
- iii. Wherever applicable the amount of customs duty as percentage of net CIP value.
- iv. The charges for Insurance (local transportation and storage) would be extended and borne by the Supplier from port of entry to the consignee site for a period including 3 months beyond date of delivery. Other local costs and Incidental costs, as specified in the List of Requirements and Price Schedule;
- v. The charges for Incidental Services, as in the List of Requirements and Price Schedule;
- vi. Transportation charges from CIP Port of entry to consignee's site .
- vii. The prices of Turnkey (if any), as mentioned in List of Requirements, Technical Specification and Price Schedule; and
- viii. The price of annual CMC and AMC, as mentioned in List of Requirements, Technical Specification and Price Schedule

Additional information and instruction on Duties and Taxes:

- a) If the bidder desires to ask GST or any other taxes to be paid extra, the same must be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such duties and taxes and no claim for the same will be entertained later.
- b) For transportation of imported goods offered from abroad, relevant instructions as incorporated under GCC Clause 40 shall be followed.
- c) For insurance of goods to be supplied, relevant instructions as provided under GCC Clause 39 shall be followed.
- d) Unless otherwise specifically indicated in this TE document, the terms FCA, FOB, FAS, CIF, CIP, DDP etc. for imported goods offered from abroad, shall be governed by the rules & regulations prescribed in the current edition of INCOTERMS, published by the International Chamber of Commerce, Paris
- e) The need for indication of all such price components by the tenderers, as required in this clause is for the purpose of comparison of the tenders by the purchaser and will no way restrict the Bidder's right to award the contract on the selected Bidder on any of the terms offered.
- f) If a foreign tenderer has engaged an agent in India in connection with its tender, the foreign tenderer, in addition to indicating Indian agent's commission, if any, in a manner described above, shall also furnish the following information:
 - i. The complete name and address of the Indian Agent and its permanent income tax account number as allotted by the Indian Income Tax authority.
 - ii. The details of the services to be rendered by the agent for the subject requirement.
 - iii. Details of Service outlets in India, nearest to the consignee(s), to render services during Warranty and CMC period.

- iv. A copy of agreement between the Agent & their principal detailing the terms & conditions as well as services and after sales services as above to be rendered by the agent and the precise relationship between them and their mutual interest in the business.
- v. Principal/ manufacturers original proforma invoice with the price bid.
- vi. The enlistment of the Indian Agent with DGS&D under the compulsory Registration Scheme of Ministry of Finance.

Firm Price

Unless otherwise specified in the SIT, prices quoted by the tenderer shall remain firm and fixed during the currency of the contract and not subject to variation on any account.

However, as regards taxes and duties, if any, chargeable on the goods and payable, the conditions stipulated in GIT clause 63 will apply.

- (i) For items ordered in bulk quantities, the first payment will be released only after reaching at individual location..
- (ii) If the price includes customs duty, relevant documentary evidence for import of the equipment / goods (Bill of landing / Airway Bill, Bill of entry and invoice copy) and proof for payment of Custom duty shall be furnished.
- (iii) payment will be made either by . (
- (iv) The payment for the comprehensive maintenance will be made at the end of each quarter against certification from the end user for satisfactory completion of Preventive Maintenance within the quarter and attending the breakdown calls within the stipulated period of 3 days from the date of intimation.

AUDITED ACCOUNTS:

- a) The Supplier shall maintain books of accounts recording all its receipts, income, expenditure, payments, assets and liabilities, in accordance with this Agreement, Good Industry Practice, Applicable Laws and Applicable Permits with respect the Services provided hereof.
- b) The ESIC shall have the right to inspect the records of the Supplier during office hours and request for copies of relevant extracts of books of accounts as per Applicable Laws.
- c) All receipts shall be subjected to a regular Internal Audit and third party annual audit and the audit report submitted as part of annual work report of the Service Provider for that CT & MRI Scan Centre. The Annual Audit will be carried by a Committee formed by the ESIC consisting of members from Finance, Procurement and a Radiologist.

- d) The Supplier will be asked to explain the deficiencies and if the reply is not satisfactory the Supplier may be penalized for the deficiencies. The amount of penalty will be decided by the Committee within the scope of the terms and conditions of the RFP which will not exceed the Performance Guarantee amount.
- e) In case the ESIC discovers that any overpayment has been made to the Supplier, the ESIC shall be entitled to seek adjustment/reimbursement of such overpayments from the Monthly Fee/Payment due for the next month in which audit or inspection was conducted.

Prices (T&C Clause 45) Prices payable to the Supplier as stated in the Contract shall not be subject to adjustment during performance of the Contract.

Turnkey:

Turnkey is indicated in the technical specification, if required. The Tenderer shall examine the existing site where the equipment is to be installed, in consultation with the consignee. The Tenderers to quote prices indicating break-up of prices of the Machine and Turnkey Job of each equipment. The Turnkey costs may be quoted in Indian Rupee will be added for Ranking Purpose. 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 duties and taxes and no claim for the same will be entertained later. The Turnkey Work should completely comply with AERB requirement, if any

Liquidated Damages (T&C Clause 52)

For delays:

ESIC shall without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5 percent of the delivered price of the delayed Goods or unperformed Services for each week of delay or part thereof until actual delivery or performance, up to a maximum deduction of 10 percent of the delayed Goods or Services contract price. Once the maximum is reached, the *ESIC* may consider termination of the Contract

Resolution of disputes

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.

When which has not been settled amicably, such disputes shall be referred to a sole arbitrator, appointed by the Director General, ESIC under Arbitration and Conciliation Act, 1996. Arbitration proceedings shall be held in Delhi / New Delhi, India and the language of Arbitration proceedings and that of all documents and communications between the parties shall be in English. The cost of arbitration shall be born equally by the parties.

JURISDICTION:

All the disputes relating to this tender enquiry and Rate Contract shall be subject to the territorial jurisdiction of Courts at Delhi only.

Applicable Law

The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

Withholding and Lien in respect of sums claimed

Whenever any claim for payment arises under the contract against the supplier the purchaser shall be entitled to withhold and also have a lien to retain such sum from the security deposit or sum of money arising out of under any other contract made by the supplier with the purchaser, pending finalization or adjudication of any such claim. It is an agreed term of the contract that the sum of money so withheld or retained under the lien referred to above, by the purchaser, will be kept withheld or retained till the claim arising about of or under the contract is determined by the Arbitrator or by the competent court as the case may be, and the supplier will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention.

General/ Miscellaneous

Each member/constituent of the Supplier/its Indian Agent/CMC/AMC Provider, in case of consortium shall be jointly and severally liable to and responsible for all obligations towards the Purchaser/Consignee for performance of contract/services including that of its Associates/Sub Contractors under the Contract.

The Supplier/its Indian Agent/CMC/AMC Provider shall at all times, indemnify and keep indemnified the Purchaser against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under CMC/AMC or the Contract.

The Supplier/its Agent/CMC/AMC Provider shall, at all times, indemnify and keep indemnified the Purchaser/Consignee against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the supplier/its associate/affiliate etc.

All claims regarding indemnity shall survive the termination or expiry of the contract .

15. Notices (clause 30)

For the purpose of all notices, the following shall be the address of the DG, *ESIC* and Supplier.

*ESIC: Director General,
Employees State Insurance Corporation,
CIG Road, ESIC Headquarter office,
New Delhi.*

Supplier:

(To be filled in at the time of Contract signature)

16. Annual Maintenance Contract (AMC):

- 16.1 Any major repair pointed out by the **ESIC** shall be rectified by the Supplier from the date of intimation within a period of 3 calendar days and commission the equipment to the satisfaction of the ESIC. Failing which the ESIC has a right to levy a penalty on the Supplier a sum of Rs.50000/- per day or part thereof for each equipment until the equipments are repaired and commissioned to the satisfaction of the ESIC.
- 16.2 The Supplier shall indicate clearly the free guarantee maintenance of the whole system supplied by the Supplier and the same should not be less than 3 years.
- 16.3 The Supplier shall also indicate separately post guarantee maintenance cost of the entire system for 7 years subsequent to free maintenance period and shall clearly indicate year wise maintenance cost with probable cost of spares required for each year, in addition to comprehensive maintenance charges.
- 16.4 The scope of comprehensive Annual Maintenance contract shall include replacement of all parts without any exclusion other than specified by the ESIC. The supplier shall undertake atleast one preventive maintenance service per quarter of the year and attend to all break down maintenances calls.
- 16.5 In case of imported goods, the authorized representative/Supplier

17. Enclosures to Bid:

17.1 Technical bid :

Technical Bid shall include the duly filled up online an upload Tender documents along with

- a) Bid Security.
- b) Duly attested copy of License if any, approved by the concerned Licensing Authority.
- c) For Importers Photocopy of License renewed upto date.
- d) Documentary evidence of constitution of firm such as Memorandum of Articles, Partnership Deed, etc., with details of Name, Address, Tel. No., Fax No., E-mail Address of firm and the Managing Director / Partner / Proprietor.
- e) Authorisation of senior responsible officer of the Company to transact business.
- f) Annual turnover statement last for three years certified by the Auditor.
- g) Copies of Balance Sheet and Profit & Loss Account for three years certified by the Auditors.
- h) Taxes clearance Certificate as on **31.03.2018**.
- i) Notarized statement of the Installed manufacturing capacity of the Items quoted.
- j) Qualification Criteria –
- k) Performance Statement –
- l) Manufacturer’s Authorisation Form –
- m) Technical literature and other documents in support of the goods / services.
- n) Any deviations

O. List of items quoted (without prices).

17.2 Price Bid :

Price bid shall include

- a) Duly filled in Price Schedule -
- b) Bid Form

Please note that the Bidder run the risk of his bid being rejected if the Price Schedule contains any conditions.

Bid Prices

The Bidder shall indicate on the Price Schedule the unit prices and total Bid prices of the goods it proposes to supply under the Contract. Prices indicated on the Price Schedule shall be entered separately in the following manner:

- i. The price of the goods, quoted ex-factory, ex-show-room, ex-warehouse, or off-the-shelf, or delivered, as applicable, including all duties and sales and other taxes already paid or payable:
 - a) on components and raw material use in the manufacture or assembly of the goods quoted ex-factory; or
 - b) on the previously imported goods of foreign origin quoted ex-showroom, ex-warehouse or off-the-shelf.
- ii. GST which will be payable on the goods if this contract is awarded;
- iii. charges for inland transportation, insurance and other local costs incidental to delivery of the goods to their final destination; and
- iv. the cost of incidental services listed in Conditions of Contract.

9.1 The Bidders separation of the price components in accordance with ITB Clause

9.2 above will be solely for the purpose of facilitating the comparison of bids by the *ESIC* and will not in any way limit the *ESIC*'s right to contract on any of the terms offered.

9.3 Fixed price: Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITB Clause 22.

9.4 a) The bidder should furnish the CIF value of the imported component with Customs duty separately in the price bid in addition to the other breakup value for packaging & Forwarding, Inland transport, Installation and commissioning and other incidental charges as specified in SCC 7 under GCC 12

b) The bidders are advised to take in to consideration the savings available due to abolition of CVD and SAD for imports now due to GST implementation, and consider the benefits out of it as a reduction, while arriving at their bid price.

c) Similarly, the benefits that could be availed out of High Sea Sales/ Sales in course of import should also be considered as a reduction while arriving at their bid price.

SCHEDULE OF REQUIREMENTS

S. No.	Brief Description	Unit	Tentative Qty.	EMD (Rs.)
1.	CT 64 Slice Machine as per specification in annexure A	No.	5	Rs. 40 lacs (Fourty Lacs)
2.	1.5 Tesla MRI Machine as per specification in annexure B	No.	5	Rs 90 lacs (Ninety lacs)

Delivery Schedule: - 90 days from the date of handing over of the site.

Place of Delivery:-

CT Scan –Faridabad, Chennai, Varanasi, Sanathnagar, Basaidarapur
MRI- Faridabad, Chennai, Joka, Sanathnagar, Basaidarapur

Note:

- 1) The quantity indicated is tentative and the actual quantity may vary at the time of placement of orders. No claim on such variation will be entertained.
- 2) The bidders are permitted to quote any one or all the Schedule.
- 3) ESIC reserves the rights to procure any number of CT/MRI from any of the above options based on the price differential and case loads and the relative advantage of prices with respect to higher specification. The decision of ESIC in this aspect shall be final.
- 4) The bidders are also permitted to quote the imported component price in any foreign currency which will be converted into Indian Currency fixed by SBI on the date of opening of technical bid for evaluation of prices and the bidders should quote for the other component in Indian Rupees.
- 5) The bidder should indicate the following break up in their price bid.
 - a) CIF value of imported component.
 - b) Applicable customs duty on the assessable value.
 - c) Customs clearance charges.
 - d) Local transport to site.
 - e) Local accessories.
 - f) Installation and commissioning including turnkey.

SECTION VI : TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS FOR 64 DETECTOR ROW CT SCANNER

Item Specifications

Multidetector CT scanner - Competitive bids are invited for a State-of-art, 64 row CT scanner for ESIC Medical Colleges at Faridabad, Sanathnagar, K.K. Nagar, Basaidarapur & Joka.

- All capabilities detailed in specification should be integral part of quotation and none of the essential requirement should be quoted as optional. If the supplier has any additional advanced applications or technology, the same have to be quoted separately. Any item not covered under standard set should be quoted separately.

- Point wise technical compliance report supported by the technical catalogue /specifications must be submitted in all truthfulness and shall be the essence of the technical bid. Any reply without reference will not be considered. System should be European CE & USFDA approved.

- Any specification without supporting documents may not be considered by the technical evaluation committee.

- Any information not available in the brochure/ datasheet should be verified by original equipment manufacturer on its letterhead and only then the same will be accepted by technical committee.

1 **X-ray Generator:**

High frequency, with power output of 70 KW or more to support continuous and sustained operation.

2 **Single Source Dual Energy capability:**

If the quoted system has dual energy capabilities then all the possible applications must be mentioned clearly and their price quoted separately as optional.

3 **X-ray Tube:**

a) Tube Current: minimum range 30-600mA.

b) The system should have mechanism for real time mA modulation for both Z-axis and angular dose modulation.

c) **Tube Voltage: Minimum range 80-130 kV.**

d) Should have either anode heat storage capacity of 6 MHU (or more) or alternatively the tube should be with a very high heat dissipation rate (Direct Anode Cooling Technology or equivalent, facts to be supported by Datasheet).

e) The X ray tube should have a cooling rate of 700 KHU per mm or more.

f) Filter and beam limiting devices: The AI equivalent (at least 5mm) and other specific features to reduce radiation dose to the patient must be specified.

g) Specify focal spot size and number according to IEC recommendations.

4 Gantry:

a) Aperture: 70 cm or more.

b) Tilt: ± 30 degree.

c) Entire range of rotation times for full 360 degree should be 0.40 seconds or less for excellent Cardiac Acquisition & Whole Body Applications.

d) Remote controlled tilt from operator table should be possible.

e) FOV should be at least 50 cm.

f) Integrated Display Panel - Gantry front showing current scan parameters such as kV, mA, ECG trace etc. for easy set up for ECG gated studies.

5 Patient Table:

a) Should be able to bear 200 kg or more with 1 mm positioning accuracy.

b) Table speed: Horizontal — Up to 100mm or more/sec.

c) Vertical table travel: range should be specified.

d) Scan range: should have at least 150 cm metal free scan able range.

e) Facility of positioning aid for horizontal iso- centric positioning of the patient.

6 Spiral CT capabilities:

a) Minimum Slice thickness should be 0.6 mm or less and maximum 10 mm or more.

b) Pitch factor (volume pitch): Variable between 0.5 to 1.5 or more and should be user selectable. Specify all possible pitch selections.

c) Gapless spiral length: 150cm or more.

- d) Single continuous 'spiral-on time' should be minimum 60 seconds or more.
- e) Bolus triggered spiral acquisition should be possible.
- f) True isotropic volume acquisition and sub- millimeter resolution of at-least 0.4 mm for all body applications.

7 **Topogram:**

- a) Length and width: specify range.
- b) Scan times: specify range
- c) Should be possible to interrupt acquisition manually once the desired anatomy is obtained.

8 **Data acquisition system:**

- a) System should have minimum 64 rows of detector capable of generating 128 Slices.
- b) Mention minimum acquired Slice thickness in Axial & Helical mode after reconstruction.
- c) Acquisition of cardiac images with ECG gating (prospective & retrospective) should be possible
- d) Step and shoot technique during cardiac scanning for dose reduction, or a similar alternative technology should be available.

9 **Image Reconstruction:**

- a) Real time reconstruction speed: 12 images per second or more at 512 x 512 matrix.**
- b) Display matrix: 1024 x 1024 or more.
- c) Reconstructed Slice thickness range less than one mm (<1) to 10mm.
- d) Specify scan field and reconstruction field.

10 **Workstations:**

A client server architecture based solution (Intellispace Portal 6/ Dexus-AW server 2/ Syngo Via 30A etc.) with minimum concurrent 24,000 Slices rendering capacity, with storage of minimum 1TB having following client hardware specifications-Workstation: Z82 0 or equivalent CPU, dual quad core processor, 16 GB RAM, 1TB hard drive, DVD Writing with clinical grade monitor of minimum 2 MP.

A reputed Anti-Virus Solution for Server should be in place.

The Server should be with minimum three user (Three Hardware's) facility.

The workstation should have following processing tools/software's Available as standard:

- Multi planar reconstruction (MPR).
- Minimum and Maximum intensity projection (Mm IP & MIP).
- 3D Volume rendering.
- 3D SSD (Shaded Surface Display).
- Advance Vessel Analysis with plaque visualization.
- Auto Bone Removal.
- Volume measurement.
- Lung Nodule analysis.
- Liver lesion analysis.
- Colonography.
- Perfusion CT.
- Image Fusion of CT, MR & PET Data
- Neuro DSA.
- Coronary tree analysis: automated 3D processing of coronary arteries, calcium scoring, stent analysis, LV analysis
- Multi-modality automatic tumour tracking & Automatic measurements in RECIST, WHO, Volume & Choi criteria calculation.
- Virtual endoscopy.

11 **Image Evaluation Tools:**

- a) Parallel evaluation of multiple ROI in circle, irregular and polygonal forms.
- b) Statistical evaluation for area/volume, S.D., Mean, Mm/Max and histogram.
- c) Distance and angle measurement, freely selectable positioning of co-ordinate system, grid and image annotation.

12 **Latest Iterative Reconstruction Technique:**

- a) ASIR-V/ iDose4 Premium / SAFIRE to be quoted as standard.
- b) Low dose protocols for pediatric and infant scanning.

13 **Patient Communication System: -**

An integrated intercom and automated patient instruction system (API) should be provided.

14 **Image Quality:-**

- a) Low contrast resolution: Low Contrast Detectability: The low contrast resolution for CATPHAN should be at least 5mm at 3 HU with 10 mm Slice on 20 cm CATPHAN Phantom.
- b) High contrast spatial resolution should be not less than 15 lines pair per cm maximum at 0% MTF X-Y axis for FOV not less than 35cm. Specify the same at 10% MTF.

15 **Image Documentation & Archival:**

a) The CT should be DICOM 3.0 ready. Printing on films of 14" x 17", 11" x 14" and 10" x 8" sizes in a resolution of 500 or more dpi. It should be possible to connect other imaging modalities to the printer. 5000 compatible films to be provided.

b) Filming parallel to other activities, including independent scanning, documentation and post- processing and configurable image text.

16 **Accessories to be provided:**

a) Suitable Dual Head pressure injector with complete accessories & 400 sets (Each set having 2 syringes), tubing and connector. Kindly quote the rate of syringes for future supply.

b) UPS for the complete system. It should be possible to run system for at least 30 minutes.

c) One set of standard patient positioning accessories and restraining devices.

d) CD/ DVD writing facility with 100 compatible DVDs.

e) One collapsible wheel chair with rubberized swivel wheels.

f) Two LED based view boxes with adjustable illumination to view 4 films of 14" x 17" in each view box.

g) Deleted

h) Lead glass (2 mm thickness/as per the AERB guidelines for the equipment):
150 x 100 cm.

i) Premium ultra-light lead aprons: 4.

j) Thyroid collars: 4.

k) Gonadal shields: 2 each for male and female pediatric patients (total

4). l) Lead apron hanger (for hanging two premium lead aprons): 1.

m) A latest state of the art Radiofrequency ablation generator to be quoted optionally. It should have the following broad features.

i. It should have maximum power setting of at least 250 W.

ii. Maximum frequency should not be less than 450 KHz.

iii. Tissue ablation should be possible upto a distance of 7cm in one sitting in a spherical manner.

iv. The temperature range should be from 15- 125 °C with steps of 1° C.

v. The system should have real-time temperature monitoring.

vi. Generator should be able to monitor the output temperature of the ablated tissue at least at 5 points. System monitoring least at 5 points. System monitoring temperature in more than three points will be preferred.

vii. The power delivery system should be monitored in terms of “set power” and “delivered power”, for effective ablation. The delivery power accuracy should not exceed $\pm 10\%$ of the set power.

viii. The system should have needle-track ablation facility.

ix. The unit should have a resection mode with suitable bipolar adapter.

x. The Resection device should be available in different lengths for open & Laparoscopic surgery.

xi. The unit should operate at local temperature, humidity and environmental conditions throughout the year.

xii. It should be light weight and portable.

n) Two Light weight stainless steel stretchers with wheel locks.

o) One anaesthesia machine with one multi-parameter monitor (having provision for ECG, Spo2 and NIBP monitoring) to ensure smooth completion of cases under general anaesthesia.

The technical features of anesthesia machine should be as under:

- 1) Colour coded gas supply hoses for Oxygen & N2O (pipeline).
- 2) Two (2) tube rota meter and anti-static coated rota meter. 3) Oxygen pressure operated pneumatic N2O cut off system.
- 4) Audio alarm for Oxygen failure.
- 5) Lever operated anti-hypoxic device.
- 6) Emergency Oxygen flush.
- 7) Large antistatic stainless steel castor wheels.
- 8) Two numbers of Oxygen outlet: one for ventilator. & other as auxiliary outlet for humidifier.
- 9) Provision to mount one selectatec type vaporisers.
- 10) Provision to mount Oxygen & N2O pin indexed cylinder with gauges.

Technical Specifications for Isoflurane Vaporiser

- 1) Should be temperature & flow compensated.
- 2) Should be selectatec type with Key filler.
- 3) The Vaporizer design should be maintenance free, should not require periodic overhaul

Technical specifications for multiparameter monitor: 1. The equipment should come with all standard accessories required to run all parameters, suitable for all patient categories, ie. Infants, children and adolescents. 2. Digital display with parameters monitored: ECG, Heart rate (HR), respiratory rate (RR), Oxygen saturation (SpO2), Non Invasive Blood Pressure (NIBP). 3. The monitor should be upgradable to one (I) IBP monitoring. 4. The monitor should be I-HS/HL7 compatible. 5. Medical grade, TFT Flat screen, slim size, at least 10 inch display. 6. Heart rate/ECG should be monitored using at least 3-lead selectable ECG system with built in arrhythmia monitoring in all leads, heart rate range: 30-300 beats per minute and in built ST segment analysis and arrhythmia detection facility. 7. Respiratory rate should be measurable by transthoracic impedance using the same ECG lead with respiratory rate range: 6 to 120 breaths per minute (bpm) (Accuracy \pm 2 bpm).

p) One premium quality portable LCD projector with projection screen with the requisite accessories.

(q) Patient visualization monitor within the camera gantry for from patient console room.

Item (m) in the above list is an optional item. Its price should be quoted separate from the price of CT scanner. This price would not be included

for purpose of L1 evaluation.

The system should have a wide installation base in Government/Private institutes of repute. Kindly mention the names of the same. Also company and model name of the unit offered should be clearly mentioned.

17 Upgrading requirements:

A free, comprehensive software update (compatible with the existing platform) guarantee for at least 10 years must be provided.

18 Turnkey:

Turnkey: Turnkey should include the Planning, Civil, Electrical, Air-conditioning, interior and furniture work for CT scan and reporting area.

19. Guarantee:

a) The vendor should guarantee the service and spare support for 10 Years of the system including Helium and cold head and all accessories after 5 years of warranty.

b) Application training to be provided onsite for total of FOUR weeks.

c) Two Radiologists to be provided training at premier govt. teaching institute within country for two weeks.

20. Warranty :

a) The system should have warranty for five years from the date of installation of machine including CT Tube, all accessories and turnkey work.

TECHNICAL SPECIFICATIONS FOR 1.5 TESLA MAGNETIC RESONANCE IMAGING SYSTEM

1.5 Tesla MRI System with state-of-the-art latest features commercially available at the time of supply European CE and US FDA approved. The system should be cost effective, with user friendly platform, reliable and capable of providing excellent performance for clinical imaging and research. The detailed specification that follows shall be understood to be minimum requirement.

1. MAGNET

- a. Whole Body 1.5 Tesla Magnetic Resonance Imaging System optimized for higher performance in Whole Body and Vascular examinations with superconducting magnet, high performance gradients and digital Radio Frequency System.
- b. 1.5T active shielded super conductive magnet should be short and non-claustrophobic.
- c. It should have at least 70 cm patient bore with flared opening.
- d. Magnet length should be less than 200cm.
- e. Homogeneity of magnet should be less than 3.5 ppm over 45cm DSV
- f. The magnet should be well ventilated and illuminated with built in 2 way intercom for communication with patient.
- g. It should have a built in cryo-cooler such that helium consumption does not exceed 0.05 lit/ hour.

2. SHIM SYSTEM

- a. High performance, highly stable shim system with global and localized automated shimming for high homogeneity magnetic field for imaging and spectroscopy.
- b. Auto shim should be available to shim the magnet with patient in position.

3. GRADIENT SYSTEM

- a. Actively shielded Gradient system
- b. The gradient should be actively shielded with each axis having independently a slew rate of at least 150 T/m/s and peak amplitude of 36 mT/m.**
- c. The system should have efficient and adequate Eddy current compensation
- d. Effective cooling system for gradient coil and power supply

4. RF SYSTEM

- a. A fully digital RF system capable of transmitting power of at least 15kw.
- b. It should also have at least 32 independent RF receiver channels with each having bandwidth of 1 MHz or more along with necessary hardware to support quadrature ICP array/Matrix coils. The highest receiver channels available with the vendor should be quoted.

- c. It should support Parallel acquisition techniques with a factor of up to 2 in 2D.
- d. Should allow remote selection of coils and / or coil elements.

5. PATIENT TABLE

- a. The table should be fully motorized, computer controlled table movements in vertical and horizontal directions.
- b. A CCTV system with color LCD display to observe the patient should be provided: Moving table angiography should be possible.
- c. There should be a hand held alarm for patients

6. COMPUTER SYSTEM /IMAGE PROCESSOR / OPERATOR CONSOLE

- a. The main Host computer should have a 19 inches or more high resolution LCD TFT color monitor with 1024 x 1024 matrix display
- b. The system should have image storage capacity for at least 2,00,000 images in 256x256 matrix.
- c. The reconstruction speed should be at least 1300 or more for full FOV 256 matrix.
- d. The main console should have facility for music system for patient in the magnet room. The system should have DVD / CD / flash drive archiving facility. Supply 5000 DVD along with the system. The system should be provided with auto DVD writer.
- e. Two way intercom system for patient communication.
- f. MRI System should be enabled and networked to RIS/HIS

7. MEASUREMENT SYSTEM

- a. Largest Field of View should be at least 45 cm in all three axis.
- b. The measurement matrix should be from 128x128 to 1024x1024.
- c. Minimum 2D Slice thickness mm should be equal to or less than 0.5
- d. Minimum 3D Slice thickness mm should be equal to or less than 0.1

8. COIL SYSTEM

- a. The main body coil integrated to the magnet must be Quadrature / CP. In addition to this following coils should be quoted
- b. Multichannel Head coils with at least 15 channels for high resolution brain imaging. (16 channel coils should be supplied whenever available to the vendor with no additional cost.)
- c. Neuro-vascular Coil with 16 or more channels or Head / Neck Coil combined, capable of high resolution neuro-vascular imaging
- d. Spine Array/Matrix Coils with at least 32 channels for thoracic and lumbar spine imaging.
- e. **Body Array/Matrix coil with 32 channels with at least 38 cm z axis coverage for imaging of abdomen, angiograms and heart. (The best available body coil with the vendor must be supplied)**
- f. Dedicated Cardiac Coil/ equivalent with at least 18-32 channels

- g. Dedicated coil with at least 32 channels for peripheral angiography application
- h. Bilateral Breast Coil with at least 16 channels**
- i. Dedicated 16 Channel Shoulder Coil**
- j. Dedicated Knee coil with at least 12 channels
- k. Deleted**
- l. Loop flex coils Large and Small with atleast 4 channels**
- m. Neck phased array coil – 8 channel or above
- n. Suitable coils for Proton MR Spectroscopy for brain, muscle, cardiac and liver spectroscopy. (Price should be offered separately for coils and software if available)
- o. The system should continuously monitor the RF coils used during scanning to detect failure modes. RF coils should not require either set up time or coil tuning; Multi coil connection for up to 2 or more coils simultaneous scanning without patient repositioning.
- p. Suitable Coil Storage Cart should be supplied for keeping the supplied coils.

9. APPLICATION SEQUENCES

- a. The system should have basic sequences package with Spin Echo, Inversion Recovery, Turbo Spin Echo with high turbo factor of 256 or more, Gradient Echo with ETL of 255 or more.
- b. Single Slice, multiple single Slice, multiple Slice, multiple stacks, radial stacks and 3D acquisitions for all applications.
- c. Single and Multi shot EPI imaging techniques with ETL factor of 255 or more
- d. Fat suppression for high quality images both STIR and SPIR.
- e. The system should acquire motion artifact free images in T2 studies of brain in restless patients (Propeller, Multivane, Blade etc)
- f. Dynamic study for pre and post contrast scans and time intensity studies
- g. MR angio Imaging: Should have 20/30 TOF, 20/30 PC, MTS and TONE, CE-MRA,
- h. Facilities for Accelerated time resolved vascular imaging with applications like Treats/4DTraks/Tricks sequences.
- i. Fat and water excitation package. Diffusion Weighted Imaging and diffusion tensor imaging capability.
- j. Bolus chasing with automatic and manual triggering from fluoro mode to 3D acquisition mode with moving table facility.
- k. Non contrast enhanced peripheral angiography for arterial flow with Native/Trance/Inhance sequences
- l. Whole body application for metastasis disease with coverage of more than 180 cms without patient repositioning
- m. High resolution Abdominal and Liver imaging in breath hold and free breathing modes with respirator triggered volume acquisitions
- n. The system should have basic and advanced MRCP packages including free breathing and 3D techniques.
- o. The system should have facility for flow quantification of CSF, vessel flow and hepatobiliary system.

- p. The system should have the Hydrogen, Single Voxel spectroscopy, Multivoxel MultiSlice & Multiangle 2D, 3D Spectroscopy and Chemical shift imaging in 2D/3D. The complete processing/post-processing software including color metabolite maps should be available on main console. Complete prostate spectroscopy hardware and applications should be provided.
- q. **Advanced Cardiac Applications: (Standard). VCG gating, Morphology/wall motion; Cine perfusion imaging; Myocardial viability imaging; Arrhythmia rejection techniques, Advanced Cardiac Ventricular Measurement Analysis; Cine Cardiac Tagging Techniques; Coronary artery techniques; real time interactive imaging, 2D/3D fast field echo/balanced/steady state techniques and evaluation package on workstation**
- r. Advanced Breast imaging Package.
- s. Perfusion imaging of brain (including ASL)
- t. Susceptibility weighted imaging with phase information (i.e. SWI/SWIp/eSWAN 2.0) Venous BOLD imaging.
- u. Multi Direction DWI and DTI with minimum of 32 directions (Complete package including quantification and tractography software). Prospective motion correction enabled software preferred.
- v. High resolution imaging for inner ear
- w. The bidder should mention the latest technology like “Silent MR” or equivalent available with offered system
- x. The bidder should mention the advanced software available with offered model for advanced clinical and research point of view.

10. WORK STATION

- a. A workstation with preferably the same user interface as of main console is required with the availability of all necessary software including.
 - i. Basic post-processing software including MIP, MPR, surface reconstruction and volume rendering technique.
 - ii. Advanced post-processing offered applications perfusion quantification, advanced diffusion and DTI, processing of 20/30 CSI data, with color metabolite mapping, quantification of CSF flow data, vascular analysis package,.
- b. It should have at least 19 inch LCD TFT color monitor, for at least 250,000 image storage in 256 matrix, and 4 GB RAM capacity or more, with self-playing OVO/CO archiving facility.
- c. The workstation should display cardiac cine images in movie mode with rapid AVI creation.
- d. The workstation should enable printing in laser film camera and color printers

11. SAFETY FEATURES

The System should have following safety features

- a. The magnet system should include an Emergency Ramp Down unit (ERDU) for fast reduction of the magnetic field with Ramp Down time below 3 minutes
- b. The magnet should have quench bands that contain the fringe fields to a specified value in the event of a magnet quench
- c. Real time SAR calculation should be performed by software to ensure that RF power levels comply with regulatory guidelines and are displayed on each image
- d. The system shall have manual override of the motor drive for quick removal of the patients from the magnet bore
- e. Temperature sensor (built in) for magnet refrigeration efficiency must be provided.

12. DOCUMENTATION

- a. DICOM compatible Dry Chemistry laser camera with integrated processor for filming from main console & workstation.
- b. Printing on films of 14" x 17", 11" x 14" and 10" x 8" sizes in a resolution of 500 or more dpi. It should be possible to connect other imaging modalities to the printer. 5000 compatible films to be provided.

13. UPS

- a. The system should be provided with UPS system for the complete system with at least 30 minute back up.

14. SUITABLE RF ENCLOSURE

- a. RF Cabin: The system should be supplied with the imported RF cabin with RF room shielding, RF Door screen, and interiors for the same should be carried out suitably.

15. ACCESSORIES

- a. Dual Head MRI Compatible Pressure Injector with 100 sets of syringes.
- b. Water Chiller for Cold Head I Gradients.
- c. One Non-ferromagnetic patient transfer trolley of international make should be provided.
- d. **Fire Fighting System, Detectors and 6 Fire Extinguishers (where two are MRI Compatible)**
- e. Hand held metal detectors and two metal detector doors to be installed at the entrance point as will be intimated.
- f. Closed circuit CCD camera.
- g. Phantoms for image quality audits.
- h. Latest MRI compatible Anesthesia machine.
- i. Suction and O2 pipeline and manifold to be provided inside the RF enclosure.

16. GUARANTEE

- a. The vendor should guarantee the service and spare support for 10 Years of the system including Helium and cold head and all accessories after 5 years of warranty.
- b. Application training to be provided onsite for total of FOUR weeks.
- c. Two Radiologists to be provided training at premier govt. teaching institute within country for two weeks.

17. Warranty and CMC:

- a. The system should have warranty for five years including helium refill, all accessories and turnkey work.
- b. Comprehensive Maintenance Contract (CMC) for the whole equipment including helium refill and all accessories including turnkey for five years should be quoted after warranty.

18. Turnkey:

Turnkey should include the Planning, Civil, Electrical, Air-conditioning, interior and furniture work for CT scan and reporting area.

TURNKEY

The ESIC will provide one suitable room of required dimensions for installing the MRI/CT as also adjoining rooms of required size such as Equipment room, Console room, Patient Waiting room, Change room and Reception. It is the responsibility of the Supplier to provide and finish the interiors of the rooms in all respects for successful installation and commissioning of the equipment to the satisfaction of the ESIC/user department. This shall include everything required for successful commissioning including following:

- i. Civil Works: Necessary Civil works like Platform, Pedestals, etc., if any, required shall be provided. Proper lead protection for console and Gantry room to be provided.
- ii. Flooring: Shall provide and lay Anti-static flooring of 2 mm thick, manufactured by reputed standard manufacturers as per BS 2050-1978. Colour as per ESIC's requirement.
- iii. False Ceiling: Shall provide and fix false ceiling of Luxalon make (84 R) with necessary fixing arrangements as per manufacturers specifications. Colour as per ESIC's requirement.
- iv. Walls: Walls up to ceiling shall be provided with vitrified tiles 60cm x 60cm. Colour as per ESIC's requirement.
- v. Electrical: The ESIC will provide main incoming power at one point near the MRI Room. The supplier shall supply and install the main incoming switch fuse unit from this point, separate lighting and power distribution boards and lay distribution lines required for all items installed with the MRI/CT and electrical lighting for the main equipment and Console room, Patient waiting room, Change room, etc.

- vi. Plumbing: Required Plumbing work shall be provided.
- vii. Furniture: chair, Table, for changing room, console, radiologist's room etc.

18. Guarantee

- a. The vendor should guarantee the service and spare support for 10 Years of the system including Helium and cold head and all accessories after 5 years of warranty.
- b. Application training to be provided onsite for total of FOUR weeks.
- c. Remote service facility should be provided with atleast one nodal point in India for faster resolution of service issues.
- d. Two Radiologists to be provided training at premier govt. teaching institute within country for two weeks.

19. Warranty and CMC :-

- a. The system should have warranty for five years including helium refill, all accessories and turnkey work.
- b. Comprehensive Maintenance Contract (CMC) for the whole equipment including helium refill and all accessories including turnkey for five years should be quoted after warranty.

The following items should be quoted separately:

- i. The offer should be accompanied by Original data sheet of the product.
- ii. Refurbished Units will not be accepted. Successful bidder to attach Verification Certificate for authorized reputed third part agencies.
- iii. Incomplete data sheets and offers which are speculative will be rejected.
- iv. Turnkey offer – includes total Civil works with false roofing, Electrical work and necessary air conditioning.

- v. Suitable Generator for utility during power outage.
- vi. Product quality certificates: Valid US FDA/ European CE certificate of the offered model must be submitted with the offer. Operation manual service manual with circuit diagram should be provided during the supply of the equipment.

Note: Bidders shall furnish technical compliance statement for the model quoted , details of manufacturer including deviations if any. Technical catalogue /data sheet shall also be furnished in support of technical compliance statement with out fail.

BID FORM AND PRICE SCHEDULES

PRICE SCHEDULE (CT) FOR DOMESTIC GOODS OR GOODS OF FOREIGN ORIGIN LOCATED WITHIN INDIA

1	2	3	4	5			6		
Schedule	Brief Description	Country of Origin	Quantity (Nos.)	Price per unit (Rs.)			Total Price (at Consignee Site) basis (Rs.)		
				Ex - factory/ Ex -warehouse /Ex-showroom /Off - the shelf	GST AS APPLICABLE	Inland Transportation, Insurance for loading/unloading and Incidental cost till consignee's site		Incidental Services (including Installation & Commissioning, Supervision, Demonstration and Training) at the Consignee site	Unit Price (at Consignee Site)
CT	of Goods		5	(a)	(b)	(c)	(d)	(e) =a+b+c+d	5 x 5(e)

TOTAL PRICE IN RUPEES:-

In words: _____

Note: -

1. If there is a discrepancy between the unit price and total price THE UNIT PRICE shall prevail.
2. The charges for Annual CMC after warranty shall be quoted separately as per – Price Schedule

Name _____

Business Address _____

Place: _____

Signature of Tenderer _____

Date: _____

Seal of the Tenderer _____

PRICE SCHEDULE (MRI) FOR DOMESTIC GOODS OR GOODS OF FOREIGN ORIGIN LOCATED WITHIN INDIA

1	2	3	4	5				6	
Schedule	Brief Description	Country of Origin	Quantity (Nos.)	Price per unit (Rs.)				Total Price (at Consignee Site) basis (Rs.)	
				Ex - factory/ Ex -warehouse /Ex-showroom /Off - the shelf	GST AS APPLICABLE	Inland Transportation, Insurance for loading/unloading and Incidental cost till consignee's site	Incidental Services (including Installation & Commissioning, Supervision, Demonstration and Training) at the Consignee site		Unit Price (at Consignee Site)
MRI	of Goods		5	(a)	(b)	(c)	(d)	(e) =a+b+c+d	5 x 5(e)

TOTAL PRICE IN RUPEES:-

In words: _____

- Note: -**
1. If there is a discrepancy between the unit price and total price THE UNIT PRICE shall prevail.
 2. The charges for Annual CMC after warranty shall be quoted separately as per – Price Schedule

Name _____

Business Address _____

Place: _____

Signature of Tenderer _____

Date: _____

Seal of the Tenderer _____

PRICE SCHEDULE (CT) FOR GOODS TO BE IMPORTED FROM ABROAD.

1	2	3	4	5							
Schedule	Brief Description	Country of Origin	Quantity (Nos.)	Price per unit (Currency)							
CT	of Goods			Gross FOB price at port of Lading/FCA price at airport (a)	Indian Agency Commission (% of FOB) **	Net FOB	Insurance & Freight(port of loading to port of entry) and other incidental costs (b)	Incidental Services (including installation & commissioning, Supervision, demonstration and training) at the consignee's site) ©	Extended insurance (local transportation and storage) from port of entry to the consignee site (d)	Unit price on CIP named port of destination + extended insurance (local transportation & storage) (e)=a+b+C+d	Total price on CIP named port of destination + insurance (local transportation & storage) 5X5(e)

Total price at Consignee's site
 ** (i) In Indian Rupees

Note: -

1. The Tenderer will be fully responsible for the safe arrival of the goods at the consignee site in good condition as per terms of DDP and INCOTERMS
2. The bidders break up of prices under various columns are for comparison of prices up to delivery of goods at consignee's site for tender evaluation.
3. The quoted price should be supported with original proforma invoice from the foreign manufacturers. The proforma invoice should indicate the percentage of agency commission included in the FOB prices. Indian Agent to be paid in Indian Currency.
- 2 All the components of the DDP price will be paid by the tenderer. The purchaser will make the payment of DDP price after receipt of goods at consignee's site in good condition as per payment terms in the contract.

Place: _____

Date: _____

Name _____

Business address _____

Signature of Tenderer _____

Seal of Tenderer _____

PRICE SCHEDULE (MRI) FOR GOODS TO BE IMPORTED FROM ABROAD.

1	2	3	4	5							
Schedule	Brief Description	Country of Origin	Quantity (Nos.)	Price per unit (Currency)							
MRI	of Goods		5	Gross FOB price at port of Lading/FCA price at airport (a)	Indian Agency Commission (% of FOB) **	Net FOB	Insurance & Freight(port of loading to port of entry) and other incidental costs (b)	Incidental Services (including installation & commissioning, Supervision, demonstration and training) at the consignee's site ©	Extended insurance (local transportation and storage) from port of entry to the consignee site (d)	Unit price on CIP named port of destination + extended insurance (local transportation & storage) (e)=a+b+C+d	Total price on CIP named port of destination + insurance (local transportation & storage) 5X5(e)

Total price at Consignee's site
** (i) In Indian Rupees

Note: -

1. The Tenderer will be fully responsible for the safe arrival of the goods at the consignee site in good condition as per terms of DDP and INCOTERMS
 2. The bidders break up of prices under various columns are for comparison of prices up to delivery of goods at consignee's site for tender evaluation.
 3. The quoted price should be supported with original proforma invoice from the foreign manufacturers. The proforma invoice should indicate the percentage of agency commission included in the FOB prices. Indian Agent to be paid in Indian Currency.
- 1 All the components of the DDP price will be paid by the tenderer. The purchaser will make the payment of DDP price after receipt of goods at consignee's site in good condition as per payment terms in the contract.

Place: _____

Date: _____

Name _____

Business address _____

Signature of Tenderer _____

Seal of Tenderer _____

SECTION – II CMC SCHEDULE

PRICE SCHEDULE FOR COMPREHENSIVE MAINTENANCE CONTRACT AFTER WARRANTY PERIOD TO BE QUOTED FOR 5 YEARS
 17. ALSO FOR 5 YEARS CMC AND AMC TO BE QUOTED IN THE SAME FORMAT SUBSEQUENT TO CMC

1	2	3	4					5
Item Sl. No.	BRIEF DESCRIPTION OF GOODS	QUANTITY. (Nos.)	Comprehensive Maintenance Contract Cost for Each Unit Year wise*.					Total Comprehensive Maintenance Contract Cost for 5 (or as specified) Years [5 x (4a+4b+4c+4d+4e)]
			1 st	2 nd	3 rd	4 th	5 th	
			a	b	c	d	e	
1	CT	5						
2	MRI	5						

2 * After completion of Warranty period

NOTE:-

- The cost of Comprehensive Maintenance Contract (CMC) which includes preventive maintenance including testing & calibration as per technical/ service /operational manual, labour and spares, after satisfactory completion of Warranty period may be quoted for next 5 years on yearly basis for complete equipment and Turnkey (if any).
- The cost of CMC may be quoted along with taxes applicable on the date of Tender Opening. 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.
- Cost of CMC will be added for Ranking/Evaluation purpose.
- All software updates should be provided free of cost during CMC period.
- The supplier shall keep sufficient stock of spares required during Comprehensive Maintenance Contract 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.

Name _____

Business Address _____

Signature of Tenderer _____

Seal of the Tenderer _____

Place: _____

Date: _____

SCHEDULE III

Schedule No.	BRIEF TURNKEY DESCRIPTION OF GOODS	Consolidated Turnkey price for all five locations
1	CT	
2	MRI	
Total		

Note: -

- i. The cost of Turnkey as per Technical Specification (Section VII) may be quoted on lump sum along with taxes applicable on the date of Tender Opening. 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.
- ii. Cost of Turnkey will be added for Ranking/Evaluation purpose.

Name _____

Business Address _____

Signature of Tenderer _____

Seal of the Tenderer _____

Place: _____

Date: _____

**L1,L2,L3 will be decided on consolidated (total)
price of consignments for all five locations + Total Comprehensive Maintenance Contract
Cost for 5 years (for five locations)
+ Total Turnkey price (for five locations)**

Note:- L1,L2,L3 will be separately decided for CT & MRI.

PROFORMA FOR PERFORMANCE STATEMENT

(For the period of last five years from the date of tender opening)

Tender Reference No. : _____

Date of opening : _____

Time : _____

Name and address of the Tenderer : _____

Name and address of the manufacturer : _____

Order placed by (full address of Purchaser/ Consignee)	Order number and date	Description and quantity of ordered goods and Services	Value of order (Rs.)	Date of completion of Contract		Remarks indicating reasons for delay if any	Have the goods been functioning Satisfactorily (attach end user certificates as per format annexed)**
				As per contract	Actual		
1	2	3	4	5	6	7	8

Signature and seal of the Tenderer

10. The documentary proof will be a certificate from the consignee/end user with cross-reference of order no. and date in the certificate along with a notarized certification authenticating the correctness of the information furnished. If at any time, information furnished is proved to be false or incorrect, the earnest money furnished will be forfeited

FORMAT OF PERFORMANCE CERTIFICATE

To whom it may concern

Date _____

Certified that M/s _____ **(name & address of manufacturer) supplied us** _____ **Nos(indicate quantity) of equipment,** _____ **(indicate name of the equipment) against our order no** _____ **dt** _____ **(please indicate order no & date as figuring in the performance statement).The equipment was installed,commissioned and handed over to us** _____ **(indicate date) & since then the equipment is has been working to our entire satisfaction.**

Place: _____

Date: _____

Name & Designation of the officer with seal _____

(in capital letters)

MANUFACTURER'S AUTHORISATION FORM

To

DIRECTOR GENERAL, ESIC

Dear Sirs,

Ref. Your TE document No _____, dated _____

We, _____ who are proven and reputable manufacturers of _____ (*name and description of the goods offered in the tender*)

having factories at _____, hereby authorise Messrs _____ (*name and address of the agent*) to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred TE documents for the above goods manufactured by us.

We further confirm that no supplier or firm or individual other than Messrs. _____ (*name and address of the above agent*) is authorised to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred TE documents for the above goods manufactured by us. Agency agreement with them giving details of agency commission shall be provided.

We also hereby extend our full warranty, CMC as applicable as per clause 22i of the General Conditions of Contract, read with modification, if any, in the Special Conditions of Contract for the goods and services offered for supply by the above firm against this TE document.

We also hereby confirm that we would be responsible for the satisfactory execution of contract placed on the authorised agent.

We also confirm that the price quoted by our agent shall not exceed than that which we would have quoted directly.

Yours
faithfully,

[Signature with date, name and designation] for and on behalf of
Messrs _____

[Name & address of the manufacturers]

Note : 1. This letter of authorisation should be on the letter head of the manufacturing firm and should

be signed by a person competent and having the power of attorney to legally bind the manufacturer.

2. Original letter may be sent.

PERFORMANCE STATEMENT

SECTION X

Proforma for Performance Statement (for a period of last five years)

Bid No.

Name of the Firm

Order placed by (Full Address of ESIC) (1)	Order No. and Dated (2)	Description And Quantity of Ordered Equipment	Value of order	Date of Completion of delivery	Remarks indicating reasons for Late delivery, if Any	Has the equipment been satisfactorily functioning? (Attach a certificate from the ESIC/Consignee)
				As per Actual Contract		

Signature and Seal of the Bidder

.....

AFFIDAVIT

(In Rs.10 NJ Stamp Paper)

- 1) I _____ S/o. _____ residing at No. _____ proprietor / partner / Managing Director of _____ (Proprietary concern / Partnership firm / Company) carrying on business at No. _____ do hereby solemnly affirm and sincerely state as follows:-

- 2) I state that our concern / company participated in the tender Ref. for the supply of _____ with EMPLOYEES STATE INSURANCE CORPORATION

- 3) Our concern / company had supplied _____ nos. of similar equipment for the hospitals detailed below and the same is considered by us to meet the post qualification criteria prescribed in the tender above.

Sl.no	Date Of Invoice	Name of the Item and model	Name and address of Hospital / Institution supplied	Date of Installation *	Date of end user performance certificate *

- 4) I satisfy that the equipment supplied to the above hospitals are working well and being maintained by us. The complaints received from the hospitals are attended to on time as per the Annual Maintenance Contract entered between us.

The performance certificate, invoice copy and payment proof are attached for the above supply

Solemnly affirm at

Signed before me

Place _____ on this _____ Day 2017/18 and signed in my presence

(Notary Public)

** The period between the date of installation and date of end user performance certificate (Not installation certificate) should be more than one year on the date of bid opening.*

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.

1. Name of the manufacturer
2. postal address
3. full address of the premises
4. telegraphic address
5. telex number
6. telephone number
7. fax number
8. Plant and machinery details
9. Manufacturing process details
10. Monthly (single shift) production capacity of goods quoted for
 - a. Normal
 - b. maximum
11. Total annual turn-over (value in Rupees)
12. Quality control arrangement details
 - a. for incoming materials and bought-out components
 - b. for process control
 - c. for final product evaluation
13. Test certificate held
 - a. type test
 - b. BIS/ISO certification
 - c. any other
14. Details of staff technical
 - skilled
 - unskilled

Signature and seal of the Tenderer

-----END OF THE DOCUMENT-----