

TENDER DOCUMENT FOR BED PAN/URINE BOTTLE WASHER AND
DISINFECTOR

INSTITUTE OF LIVER & BILIARY SCIENCES

D-I, VASANT KUNJ, NEW DELHI - 110070

(An Autonomous Society under Govt. of NCT Delhi)

Tender Enquiry No. ILBS/NIT/2008/005

Dated: 24-04-2008

(FOR OFFICE USE ONLY)

This Tender Form is sold to	
M/s. _____	
On _____	for BED PAN/URINE BOTTLE WASHER AND DISINFECTOR
Against Tender Enquiry No. _____	
vide Receipt No. _____	Dated _____
Signature and stamp of issuing authority	

Cost of tender Set: Rs. 500 each (Non- Refundable)

I. On behalf of the Project Director, Institute of Liver and Biliary Sciences, the purchaser, sealed tenders are invited from manufacturers or authorized agents / distributors for the supply of **BED PAN/URINE BOTTLE WASHER AND DISINFECTOR** and quantity **AS PER THE SPECIFICATIONS** detailed at **Annexure- 15**.

Please note that one model per tender has to be quoted if the tenderer would like to quote for more than one model for the same specification, say for example for two models, two separate tenders with separate EMD's have to be submitted.

(a) Issue of Tenders: Tenders will be available for sale from **30-04-2008 (0900 HRS)** To **24-05-2008 (up to 1600 HRS)** at the office of the Project Director, Institute of Liver & Biliary Sciences, A-I, Ground Floor, Academic Block, G B Pant Hospital, New Delhi-110002.

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(b) Closing Date/Time for receipt of Tenders: on 04-06-2008 up to 1600 HRS.

(c) Opening date/Time of Tenders: on 04-06-2008 at 1630 HRS.

(d) Place of Submission: The sealed tenders in duplicate, complete in all aspects, duly signed and stamped on each page, should be put in the tender box placed at the Office of the Project Director, Institute of Liver & Biliary Sciences, A-1, Ground Floor, Academic Block, G B Pant Hospital, New Delhi-110002, by the closing date & time.

Late & delayed tenders shall not be accepted after the prescribed closing date & time.

(e) The tendering process of the Department involves a 3- stage scrutiny (for details see Clauses II & III below) - (a) only the Pre Qualification bids (Envelope-A, Annexure-1 to 11) shall be opened first and evaluated. (b) The Technical bids (Envelope-B, Annexure 12 to 13) of qualified tenderers shall be opened next on the same or subsequent date. (c) The time and date of opening of price bids (Envelope-C, Annexure 14) of those, who qualify at technical bid stage, shall be intimated later.

(f) Validity of Tenders: - The Tenders shall remain valid for 180 days from the date of opening.

II. IMPORTANT INSTRUCTIONS TO BE NOTED CAREFULLY BY THE TENDERERS:

(a)	Purchaser	Project Director, ILBS
(b)	Indenter	Project Director, ILBS
(c)	Consignee	Indenter
(d)	Inspection Authority	Indenter/ Technical Committee nominated by the Indenter
(e)	Inspection Officer	Indenter or his authorized representative
(f)	Delivery is required by	For Indian Items: Complete Stores should be delivered within Forty-five (45) days of receipt of A/T For imported items: Complete stores should be delivered within Forty-five (45) days of opening of L/C and within Forty-five (45) days after receipt of A/T
(g)	Mode of Delivery	BY Air/ Road/ Rail / Sea etc.

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(h)	Guarantee/ Warranty	<p><u>Guarantee / comprehensive warranty</u> including free spares, maintenance etc. for a period of First two (2) years from the installation.</p> <p><u>Free AMC:</u> The tenderer shall also commit to provide free AMC (Labour only) without any extra cost for the next two (2) years thereafter. Only cost of spares parts required / found essential for functioning of item shall be paid by indenter during this period.</p>
(i)	Fall clause	<p>If any time during the execution of the contract, the contractor reduces the sale price to sell such stores, as are covered under this tender enquiry, to any organization (including the purchaser of any hospital/department of the Govt. of N. C. T. of Delhi) at a price lower than the price quoted under this contract he shall forthwith allow such reduction to the purchaser and the price of equipment/ store shall stand correspondingly reduced.</p>
(j)	E. M. D. (Refundable)	<p>Rs. 50,000 (Rs.Fifty thousand only in the form of a demand draft/ pay order.)</p>
(k)	Security Deposit (Refundable)	<p>After receipt of the A/T the tenderer shall have to deposit a security deposit of 10% of total value of the A/T (including turnkey value, if any) as security & acceptance of A/T (as required vide Rule 273, GFR, 1969). This security deposit has to be submitted before opening of L/C in case of imported items and immediately on receipt of A/T in case of Indian items.</p>

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III. PROCEDURE FOR SUBMITTING TENDERS (To be submitted in duplicate)

(a) PRE-QUALIFICATION BID (PQB)		Should be placed in separate, sealed cover/ envelopes for original & duplicate sets super scribing the wordings “ PREQUALIFICATION BID ”. Tender enquiry No. Date of opening, Name of the item and Name of the tenderer. Covering letter, list of enclosures, EMD, Undertakings. Authorizations, contract copies etc. are to be put in the PQB envelopes - ENVELOPE B. (ANNEXURE 4 to 13)
(b) TECHNICAL BID (TB)		Should be covered in separate sealed envelopes/covers for original & duplicate sets super scribing the wordings “ TECHNICAL BID ” Tender Enquiry No. Date of opening, Name of the items, Name of the tenderer. (Annexure 2 to 3) All the technical documents like literature, catalogues, specifications etc. are to be put in the same envelope.
(c) PRICE BID (PB)		In the prescribed proforma, should be placed in separate sealed envelopes/covers for original & duplicate sets super scribing the wordings “ PRICE BID ” Tender enquiry No. Date of opening, Name of the items, and Name of the tenderer. (Annexure 14)

(d) Pre qualification Bid, technical Bid and price Bid envelopes/ covers prepared as above must be kept in a single sealed cover super scribed with tender enquiry No. Date of opening, Name of the item and name address of the tenderer.

(e) Duplicate copy of the tender is to be prepared in a similar, as stated above.

(f) Submit original as well as duplicate tenders, prepared as above in single sealed envelope super scribing the wordings, Tender No. Date of opening, Name of the item and Name & Address of the tenderer, in capital letters.

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IV. PRE QUALIFICATION BID:

1. Pre-qualification will be based on meeting the entire following minimum criteria regarding the Applicant's work experience, personnel and equipment capabilities, and financial position, as demonstrated by the Applicant's responses in the forms attached to the Letter of Application.

2. The Applicant should meet the following minimum criteria for prequalification:
 - a. Average annual turnover during the last three years (2005 - 2006, 2006-2007, 2007 - 2008) to be at least **10 crores**. Applicant to fill enclosed ANNEXURE - 9 & must enclose copies of financial statements of three years as mentioned in ANNEXURE - 9 (viz. Profit & Loss statements, Balance Sheet of the company/division dealing only in activities related to tendered item/services or equipments, and IT statements, cash flow statements etc.) These financial statements will be evaluated to assess the financial health of the bidder and his capability to execute the project.

 - b. The tenderer should have registration with concerned authority and should be operating for the last at least **3 years** in India/abroad.

 - c. Successful completion of at least two similar work in the last five years **(For any corporate or government hospital with more than 100 beds)**.

 - d. Successful completion of at least one similar work on a single contract value not less than **80%** of the estimated cost or two similar nature of works of value not less than **50%** of the estimated cost or three similar nature of works of value not less than **40%** of the estimated cost of present tender work during last 5 years ending last day of the month previous to the one in which applications are invited. **Applicant to fill enclosed ANNEXURE - 8** & must enclose copies of order & proof of satisfactory completion of works in all respect from clients indicating nature of works in details, date of start, date of completion & total value of work executed. The term 'successful & timely' completion means the work should have been completed in all respect within time and completion date falling during the last 5 years. (Bidders are advised to attach details of all similar works for evaluation)

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3. **Personnel Capabilities:** The tenderer must have suitable skilled and high quality experienced personnel for the successful completion of the works. List of employees and bio-data of key officials shall be submitted. (Fill enclosed ANNEXURE - 9).

4. **Equipment Capabilities:** The Tenderer must have its own **MODERN PLANT WITH PROPER TOOLS** to execute the contract. List of equipments should be submitted (Fill enclosed ANNEXURE -10). The manufacturing plant should be compliant with highest quality and process standards.

5. The tenderer should be able to arrange for the machines and installation within **forty-five (45) days** from the award of the tender. The tenderer should certify that the equipments meet the highest safety and hygiene standards necessary in hospital environment (mention standards relevant for these items e.g. CE, FDA approved, BIS etc).

6. In case the tenderer does not manufactures all of the equipment/ instruments/ furniture and offers to supply goods, which are manufactured by some other firm, the tenderer must obtain and produce the proof of purchase with all the original OEM warranty/guarantee along with extended AMC as has been asked in the tender at the time of installation. The liability of after sales service, comprehensive warranty, guarantee and AMC of even the sourced equipment/ instruments/ furniture shall be of the tenderer for the full duration as per terms and conditions of the tender. The type of items and value of such sourced equipment/ instruments/ furniture should not exceed more than **40%** of total type and value of equipments/ instruments/ furniture respectively.

7. In case the tenderer is not doing business in India, it must be duly represented by an agent stationed in India fully equipped and able to carry out the required contractual functions and duties of the supplier including after sale service, maintenance & repair etc. of the goods in question, stocking of spare parts and fast moving components and other obligations, if any, specified in the conditions of contract and/or technical specifications. Authorized representative or official of ILBS may undertake physical verification to ascertain the capability of the bidder to fulfil the contractual obligation and after sales commitment as per terms and conditions of the tender.

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8. **Technical capability:** The Tenderer shall furnish a brief write-up, packed with adequate data explaining and establishing his technical available capacity/capability to perform the Contract (if awarded) within the stipulated time period, after meeting all its current/present commitments.

9. **Financial Capabilities:** Audited annual report consisting of balance sheets, profit & loss account, auditors report, schedules and notes to accounts for the last three financial years i.e. 2005-2006, 2006-2007 and 2007 - 2008 should be submitted and must demonstrate the soundness of the Applicant's financial position. The firms should have positive net worth and profitability in last three financial years. Where necessary, ILBS will make enquiries with the Applicant's bankers either directly or through its engaged tenderer. (Fill enclosed ANNEXURE-11).

10. **The bidder shall submit the supporting documents regarding the information given in the ANNEXURE - 1 to ANNEXURE - 15 (as per applicability and required documents mentioned).**

11. Information regarding litigation, expulsions and blacklisting, if any, should be submitted with details.

12. Even though the applicants meet the above criteria, they are subject to be disqualified if they have:
 - a. Made misleading or false representation in the form, statement and attachments submitted in and or
 - b. Record of poor performance such as abandoning the work, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures, etc.
 - c. Found to have been black listed in any other works.

13. **The applicants are advised to visit the site to get first hand information as regards its approach, accessibility, working conditions, site conditions and other matters affecting cost and work. All costs incurred in connection with submission of the pre qualification bid shall be borne by the applicant irrespective of the outcome.**
 - a. If any information furnished by the applicant is found incorrect at a later stage, applicant shall be liable to be debarred from tendering. The

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department reserves the right to verify the particulars furnished by the applicant independently.

- b. The competent authority to pre-qualify shall have the powers to relax any condition/criterion for prequalification if it considers expedient to do so.
- c. Even though tenderer meets all the criteria, ILBS reserves right to accept or reject any application/disqualify any tenderer without assigning any reason whatsoever.

V. TECHNICAL BID:

1. Tenderers should furnish complete Technical details of the equipment offered clearly indicating special features etc. if any, and furnish detailed Literature and Catalogue / leaflets with the Tender in support of their quotation. List of Accessories / spares/ consumables should be quoted separately with technical bid. The tender will be cancelled in case it is noticed during the technical evaluation that technical details are incomplete/ not in accordance with the catalogues/literature provided with the bid.
2. Tenderers are required to submit the compliance statement in the prescribed format (Annexure-13) failing which the offers will be treated as incomplete and are liable to be ignored.
3. Tenderers are required to quote strictly as per the specifications of the equipment. Deviations to the specifications, if any, must be brought out clearly giving a deviation statement. (Annexure - 13)
4. The additional features, if any, should be listed separately in the offer. (alongwith Annexure - 13)
5. The Tenderers should give an undertaking (alongwith Annexure - 13) that they have necessary infrastructure for the maintenance of the equipment for next years and will provide accessories/ spares as and when intender feel necessity thereof. The foreign Principal should confirm that in case of change of Indian Agent they would take care of the Guarantee/ Maintenance of the machine/ equipment. The facilities created by them for rendering effective after sales maintenance service in Delhi should be elaborated.

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6. The firm should confirm that the equipment is brand new, is of latest technology and have facility for up gradation, if necessary.
7. In case of imported stores, tenderer should submit copy of agency agreement clearly stating the quantum of agency commission and elaborating on the responsibility of foreign supplies/ principals and services to be tendered by the Indian Agent giving details of services available in India.
8. Tenderer should furnish a list of orders, installation executed by them for identical/ similar stores for any Govt. or **private** Hospital / Institutions in India with copies thereof in last three years. (Annexure 8)

9. Tenderer should furnish two copies of services manuals for the subjects' equipment.

VI. PRICE BID: Price bids are to be submitted in the prescribed proforma (Annexure - 14)

(a) For Indian Items:

- (i) Tenderers should quote prices on FOR, New Delhi basis for Indian/ indigenous items.
- (ii) The prices quoted should be inclusive of all statutory taxes i.e. VAT etc.

(b) For Imported Items:

- (i) Tenderers should quote FOB (Ex-works) as well as CIF, New Delhi prices for imported items. Indian Agent Commission, Insurance & freight charges should be clearly indicated in the price bids.
- (ii) In case of Letter of Credit opened on FOB value, the Tenderer / Indian Agent will have to arrange for the insurance & freight of the stores ordered. However, the Indentor shall reimburse the insurance & freight charges on actuals basis.
- (iii) Tenderers should import the stores through the shortest route possible.
- (iv) For import of stores, tenderers should select the Air India/ Indian Airlines service, preferably.
- (v) Prices should be indicated in words and figures, without any overwriting / erasing.
- (vi) Tenderers are required to furnish the Principal/ foreign supplier's original preformed invoices in duplicate, clearly indicating the quantum of agency commission.

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- (vii) Any special requirement/ condition any specific stores, if given in the detailed Technical Specification of the stores, shall be applicable in addition to the Terms & Conditions as given above.
- (viii) Turnkey installation, if specifically asked for in the Technical Specifications, should be quoted in details, separately after inspection of the proposed site.
- (ix) The purchaser reserves the option of giving purchase / price preference to the offers from Public Sector Undertakings in accordance with the policy of Govt. of India from time to time.
- (x) Please indicate / quote the running recurring cost of the quoted equipment or cost per procedure, per patient etc., if any.
- (xi) Tenderer should submit an International Price list wherein the price of the quoted equipment is listed.

VII. (a) General Terms & Conditions:

- (i) Tender forms are not transferable - original tender form must be submitted with the PQB.
- (ii) Tenderers should return all original tender documents duly filled in and signed and with full validity as per tender enquiry, failing which such tenders will be liable to be ignored.
- (iii) Covering letter should clearly indicate the list of enclosures.
- (iv) The tender should be typed and the price be quoted in words as well as in figures without any over writing or erasing cutting etc. Failing which such tenderer will be rejected.
- (v) **Each page of the tender should be numbered and signed by the tenderer with the seal of the firm.**
- (vi) Telegraphic/ Telex/ Fax and letterhead quotations are not acceptable and will be ignored.
- (vii) It shall be presumed that the terms & conditions mentioned in the tender have been duly accepted by bidder in the case he submits the tender. The tenderer shall have no right to modify/ alter/ amend/ delete any terms/ conditions mentioned in tender document.
- (viii) The purchaser has right to reject, withdraw/ revoke/ cancel whole or any part of tender at any stage without assigning any reason.
- (ix) The purchaser has the right to reduce or increase the number of items/equipments quantity at any stage before accepting the tender bid (A/T).
- (x) Tenders should confirm that the equipment is covered under OGL category.

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- (xi) TENDERS SHOULD NOT DISPATCH THE STORES WITHOUT GETTING CONFIRMATION FROM THE HOSPITAL REGARDING AVAILABILITY OF CDEC/NMIC ETC. FALLING WHICH THE DEMURRAGE CHARGE INCURRED IN CLEARANCE OF THE CONSIGNMENT ARE TO BE BORNE BY THE TENDERER.
- (xii) THE BANK CHARGES OUTSIDE INDIA INCLUDING LC AMENDMENT CHARGES AT THE REQUEST OF THE TENDERER IS TO BE BORNE BY THE TENDERER.
- (xiii) Tenderer should confirm to provide assistance to the consignee in clearance and delivery of stores at consignee's store/premises. The demurrage/storage charges, if any, payable due to non-receipt of required documents in time by the hospital are to be borne by the Tenderer/ Indian agent.
- (xiv) Only agencies/ firms who have been pre-qualified procedure will be evaluated for subsequent technical or/and financial bid. Those who do not qualify in the pre-qualification, their technical and financial bid shall not be opened. A firm may participate in only one bid for the contract. If a firm (or its associates) submits more than one bid all bids of the party will be rejected.
- (xv) **The Technical evaluation of these items would include physical inspection by either demonstration of the sample or by inspecting the manufacturing facility or installation to verify the technical specifications as well as the quality.**
- (xvi) The Client/Employer/Consultant reserves the right to:
 - (a) Amend the scope and value of any contract under this project, in such event the bids will only be called from those Pre-qualified applicants who meet the requirements of the contract as amended.
 - (b) Reject or accept any application without assigning any reasons thereof and
 - (c) Cancel the Pre-qualification process and reject all applications.
 - (d) To split the works into different packages if required.
 - (e) The Client/Employer/ Consultant shall neither be liable for any such actions nor be under any obligation to inform the Applicants.
- (xvii) Joint bidding by two or more companies shall not be allowed
- (xviii) Only the successful bidder will be informed
- (xix) No correspondence either from successful/Pre-qualified applicant or unsuccessful applicant will be entertained in this regard.

Financial Information disclosure:

1. Applicants shall be required to submit the same financial information used for Pre-qualification in their bids. An application shall be rejected if the Applicant's qualification thresholds are no longer valid at the time of application.

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Earnest Money Deposit (EMD-Refundable, as per Annexure-5)

- (i) Each tender must be accompanied by a DD/Pay Order for EMD payable at New Delhi in the name of “Project Director, Institute of Liver & Biliary Sciences” for **Rs. 50,000 (Rs. Fifty thousand only)** only.
- (ii) The DD shall be valid for a period of six months from the date of start of sale of Tenders.
- (iii) No interest shall be payable by the purchaser on the Earnest Money Deposit.
- (iv) **Exemption:** Firms registered with NSIC (for sale of Medical Equipment) are exempted from submission of EMD (subject to the financial limits indicated in the NSIC Certificate). Govt. of India/ State Govt. Department/ Undertaking are also exempted from EMD. However, the respective firms/ departments have to submit the relevant certificates (NSIC etc.) to avail this exemption.
- (v) EMD is refundable after the acceptance of Tender and furnishing of Security Deposit.
- (vi) The Tenders shall send pre-revised receipts along with the pre-qualification bid so that the refund of Earnest Money (in case the bid has not been accepted) is made within a stipulated period (**preferably within seven days**).
- (vii) The EMD is liable to be forfeited if the tenderer withdraws or awards or impairs or derogate the bid in any respect within the period of validity of this offer. If the successful tenderer fails to furnish the security deposit as required vide rule 273 of General Financial Rule 1989, the deposited earnest money shall be liable to be forfeited.

(c) Security Deposit & Performance Guarantee:-

- (i) The tenderer shall have to submit a Security Deposit of **10%** of the total value of the stores on receipt of the A.T as a Guarantee for execution of the contract (in case of Indian items)/ against Letter of Credit (incase of imported items).
- (ii) This security deposit shall be returned back once the equipment is installed and commissioned successfully and performance guarantee is furnished.
- (iii) The Tenderer will have an option to extend the above security deposit as performance guarantee valid for the period of warranty stipulated in the A/T.
- (iv) **Performance Guarantee:** The tenderer shall have to submit a performance guarantee as per clause no. VIII of this tender enquiry.
- (v) The performance guarantee shall be released after the expiry of warranty and free AMC period.

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(d) **Income Tax Return (as per Annexure-4):** The Tenders must attach an attested photocopy of latest Income Tax Return (ITR) and PAN number, issued in the name of the firm along with the Pre-qualification bid. Failure of submit the same shall render the tender invalid automatically. The Govt. of India/ State Government undertakings is exempted from submitting the Income Tax Clearance certificate.

(e) **Undertaking (as per Annexure-6):** The undertaking (Annexure -6) on Rs. 50/- stamp paper, duly signed by the tenderers must be enclosed with the tender form, failing which such tenders shall not be considered.

(f) **Warranty/ Guaranty undertaking (as per Annexure -5):** The warranty/ guaranty undertaking on Rs. 50/- stamp paper, duly signed by the tenderer must be enclosed with tender form (PQB) failing which the tenders shall be out rightly rejected.

VIII. GUARANTEE/ WARRANTY: The following comprehensive Guarantee/ Warranty and AMC clause shall be applicable on binding on successful tenders.

(a) Comprehensive Warranty (Initial Two years): The seller shall declares/ certify that the goods/ Stores/ articles sold/ supplied to the purchaser under this contract shall be new in all respect of the best quality, workmanship and shall be strictly in accordance with the specification and particulars contained/ mentioned in the contract. The contractor/ seller shall further guarantee that the said goods/stores would continue to conform to the given description and quality aforesaid, for a period of **twenty-four** months from the date of commissioning of the said stores/ articles in the premises of the purchaser. The above guarantee/warrantee is not with standing to the fact that the purchaser may have inspected the store/ article and/ or not within a period of **twenty-four** months or not. In case said goods/ stores/ articles is discovered not to confirm to the description and quality aforesaid or not giving satisfactory performance or have deteriorated at subsequent stage, the purchaser may take such action or issue such directions as deems fit to tenderer to bring the machine in conformity with prescribed specification/ to make it operational; and which shall be final and binding on the contractor/ seller. The purchaser is entitled to call upon the contractor to rectify the goods/ stores/articles or such portion of store as found to be defective by the purchaser within a reasonable period/ or such specified period as may be allowed to the contractor failing which the losses, compensations, damages etc. including the cost of repairing of such store, if the Store/items/machine is repaired from open market or such damages as assessed by purchaser, which indenter would suffer due to non operation of said

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article/instrument shall be recovered from tenderer and the firms/ tenderer shall be blacklisted for breach of warranty.

(b) Free Annual Maintenance Contract - AMC (Next two years): The tenderer shall further commit to provide unconditional full Labour maintenance & support without any extra costs for the next two years after the completion of comprehensive warranty of twenty-four months to ensure satisfactory/ flawless functioning of the stores to give the desired results. The indenter shall bear only the costs of spares at the prescribed prices, in case required as necessary/ essential, to keep the above store functional.

(c) The tenderer shall submit a list of most commonly required components/ spares of the equipment along with their prevailing rates.

(d) Uptime Guaranty: During the Warranty/ Guaranty period, you shall maintain the equipment with 95% uptime. You shall give a written commitment for 95% uptime of the equipment, calculated on annual basis, with penalty equivalent to double the amount of daily cost (on total loss of revenue per day running cost per day basis) of the unit for each day's delay in proper functioning of the unit beyond 5% down time per annum

(e) Please submit an Undertaking (Annexure-5) to the effect that you agree for/ accept the tender warranty/ Guarantee clause and Uptime guaranty as mentioned above along with the Pre-Qualification Bid.

IX. Payment Terms and Conditions:

All payments shall be made by ILBS, Delhi.

(i) For Foreign Principals: Payment shall be made 100% against irrevocable letter of Credit (L/C) for net CIF/ FOB value as per the details below:

80% Net C/F priced will be paid against inspection certificate (where applicable) and shipping documents. Balance 20% within 30 days on due certification by the indenter of the successful completion of providing test in; which the machine's/equipment's/furniture's performance would have been demonstrated by the supplier or his agent, after commissioning at the consignee's premises and submission of a performance Bank Guarantee for 10% of total value of the contract indemnifying the

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purchaser against all losses in case incurred by the purchaser during the Guarantee period as stipulated in the warranty clause.

(ii) **For Indian Agent:** Indian Agency commission, if any, as quoted in the price bid, shall be paid in Indian Rupees. 50% commission shall be paid to the Indian Agent on successful installation/ and commissioning and balance 50% shall be released after two months from the date of commissioning and take over by the consignee.

(iii) Please note that no Indian Agent Commission shall be payable, if the same is not indicated in the Price Bid.

(iv) For Indian Pricipal: 80% prices on FOR, New Delhi basis for Indian/ indigenous items will be paid against inspection certificate (where applicable) after satisfactory installation. Balance 20% within 30 days on due certification by the indenter of the successful completion of providing test in; which the machine's/equipment's/furniture's performance would have been demonstrated by the supplier or his agent, after commissioning at the consignee's premises and submission of a performance Bank Guarantee for 10% of total value of the contract indemnifying the purchaser against all losses in case incurred by the purchaser during the Guarantee period as stipulated in the warranty clause.

X. Penalty Clause

(a) The date of delivery of stores stipulated in the A/T shall be deemed to be the essence of the contract and delivery must be completed not later than the date as specified in the A/T.

(i) **For Indian Items:** Complete stores should be delivered within **Forty-five** days of receipt of A/T

(ii) **For Imported Items:** Complete stores should be delivered within **Forty-five** days of opening of L/C and within **Forty-five** days after receipt of A/T.

(b) The tenderer will be bound to supply the items within the stipulated period as mentioned in the A/T failing which the following penalty will be levied on the tenderer (deductible from the EMD/Security deposit).

(i) **For delayed supply** - A penalty of 1% of the total value of A/T per week will be imposed subject to a maximum of 5 % of the total value of A/T.

(ii) **For Non-Supply:** Security Deposit of the firm shall be forfeited.

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- (iii) **For unsatisfactory performance or after sales service:** The vendor shall ensure warranty or AMC as per terms and conditions mentioned in the tender and technical specification, within 24 hours of intimation of complaint (on all days except Force majeure). In case of any such service requiring more than 24 hours time, the vendor shall arrange for its substitute till the time required service is provided. In case of default, a penalty of **up to Rs.5000/= per day** shall be deducted from the security deposit with ILBS or the same can also be recovered by revoking the bank guarantee placed with ILBS on the recommendation of Management committee / ILBS authority.
- (iv) **ILBS reserves the right to terminate the contract at any time in case of deficiency in service and performance.**

XI. Risk Purchase:

- (a) The time period for making RISK PURCHASE shall be 4 months.
- (b) In case the successful Tenderer fails to supply the ordered stores and dishonors the A/T the department shall procure the stores on Risk Purchase basis and security deposit of the tenderer shall be forfeited. The department may also impose a penalty and / or blacklist the tenderer, depending upon the urgency of requirement as well as the loss of revenue due to non-availability of such equipment.

XII. Disputes

Judicial jurisdiction for all disputes arising out of this tender / contract shall be Delhi courts only.

XIII. Exclusive Right of Project Director, ILBS, GNCT of Delhi

Project Director, Institute of Liver & Biliary Sciences (ILBS), has the full and exclusive right to accept or reject any tender and / or withdraw the A/T, without assigning any reasons whatsoever.

**PROJECT DIRECTOR
ILBS, NEW DELHI**

Signature of the Tenderer _____

Dated:

Witness:

(1) _____

(2) _____

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ANNEXURE-1 (Envelope-A)

ADDITIONAL INFORMATION

Tender Enquiry No. _____ Due for Opening on _____

1. Tender Enquiry No. _____ Due for opening on _____

2. Brand of stores offered:

3. Name & Address of the Manufacturer

4. Station of Manufacturing

5. Gross weight of the offered consignment (Kgs)

6. Name & Address of Tenderer/ Indian Agent

7. Name & Address of Local Service Station /

Maintenance branch of the Tenderer/ India Agent:

8. What is your permanent Income Tax A/c No.

9. **Status:**

i) Indicate whether you are LSU or SSI

ii) If you are a small scale unit registered with NSIC under single point Registration Scheme, whether there is any monetary limit?

iii) In case you are registered with NSIC, Whether you have attached a photocopy of the Registration Certificate?

10. **Please indicate**

Name & Address of your Banker

11. Please furnish details of Equipment Quality Control (QC Test report etc.)

12. Business Name and constitution of the firm. Is the firm registered under

i) The Indian Companies Act, 1956

ii) The Indian Partnership Act, 1932

iii) Any act, if not, who are the owners.

(Please give full Names and Address)

13. Whether the tendering firm is/ are

iv) Manufacturer

v) Manufacturers Authorized agent

Note: If you are a Manufacturer's Agent, please enclose a copy of Manufacturers Authorization along with the Tender.

14. If stores offered are manufactured in India, please state whether all the Raw Materials, components etc. used in their manufacturer are also produced in India. If not, give details of materials, components etc. that are imported. A break up of the indigenous and imported components together with their value and proportion it bears to the total value of the stores should also be give.

**TENDER DOCUMENT FOR BED PAN/URINE BOTTLE WASHER AND
DISINFECTOR**

15. Please indicate the stock in hand at present time
- (a) Held by you against this enquiry:_____
 - (b) Hold by M/s_____ over which you have a pre-tender agreement
16. Do you agree to sole arbitration by an officer in the department of Law to be appointed as Arbitrator by the Project Director (ILBS)? (It should be noted that omission to answer the above question will be deemed as an acceptance of the clause)
17. For partnership firms state whether they are registered or not registered under Indian Partnership Act. 1932. Should the answer to this question by a partnership firm be in the affirmative please state further:
- (i) Whether by the partnership agreement authority to refer disputes concerning the business of the partnership to arbitration has been conferred on the Partner who has signed the tender.
 - (ii) If the answer to (a) is in the negative, whether there is any general power of attorney executed by all the partners of the firm authorizing the partner who has signed the tender to refer dispute concerning business of the partnership to arbitration.
 - (iii) Whether you possess the requisite license for manufacturer of the stores and/ or for the procurement for raw materials belonging to any controlled category required for the manufacturer of the stores? [In the absence of any reply it would be assured that if license is required for the purpose raw materials and for that you possess the required license]
18. State whether business dealing with you has been banned by any Central/ State Government Organization?

Signature of witness

Full Name and Address of Witness

2. Whether signing as Proprietor/ Partner
/ Constituted Attorney / duly authorized
by the company.

Signature of Tenderer

1.Full name & address of the Person
signing (In BLOCK LETTER)

TENDER DOCUMENT FOR BED PAN/URINE BOTTLE WASHER AND
DISINFECTOR

ANNEXURE-2 (ENVELOPE-A)

PRE-QUALIFICATION BID CHECK LIST

Tender Enquiry No. _____ Due for Opening on _____

Note: Tenderers must ensure that the following lists of documents are submitted along with Pre Qualification Bid Failure to submit any one of the following documents shall render the bid disqualified:

Annexure No.	Documents	Yes	No
5	EMD (in the form of Demand Draft/ Pay Order)		
6	IT Return & PAN number		
7	Acceptance for Warranty / Guaranty (Two years Comprehensive Warranty followed by Two years free AMC (Labour only) on Rs. 50/- Stamp Paper		
8	Undertaking on Rs.50/- Stamp Paper		
9	Annual Turnover for last three years		
10	Details of completed works of similar nature and complexity		
11	Personnel Capabilities		
12	Equipment Capabilities		
13	Financial Capabilities		

Signature of the Tenderer
Name & Address with Stamp

(For official use only)

Tender (PQB) _____ Accepted / Rejected _____ for further processing.* Tender rejected (Reasons for rejection).....

Dated:

Signature

TENDER DOCUMENT FOR BED PAN/URINE BOTTLE WASHER AND
DISINFECTOR

ANNEXURE-3 (ENVELOPE-A)

EARNEST MONEY DEPOSIT

Tender Item No. _____ Due for opening on: _____

Name of the equipment _____

EMD as required by this Tender Enquiry (T/E No. _____) is being submitted in the form of Demand Draft favoring, "Institute of Liver and Biliary Sciences" and duly discharged in its favour in advance.

Details of Demand Draft attached:

DD.No. _____ Dated _____

Drawn on (Bank) _____

Amount _____

**Signature of the Tenderer
Name & Address with stamp**

TENDER DOCUMENT FOR BED PAN/URINE BOTTLE WASHER AND
DISINFECTOR

ANNEXURE-4 (ENVELOPE-A)

INCOME TAX RETURN & PAN NUMBER

Tender Item No. _____ Due for opening on: _____

Name of the equipment _____

IT Return & PAN Number, as required by this Tender Enquiry (T/E No. _____) is being submitted along with this tender.

Details of IT Return & PAN number attached:

**Signature of the Tenderer
Name & Address with stamp**

TENDER DOCUMENT FOR BED PAN/URINE BOTTLE WASHER AND
DISINFECTOR

ANNEXURE-5 (ENVELOPE-A)

WARRANTY / GUARANTY UNDERTAKING

Tender Item No. _____ Due for opening on: _____

Name of the equipment _____

I/ We M/s _____ hereby declare that:

1. I/ We do Accept/ Agree for the Warranty / Guaranty (Two years Comprehensive Warranty followed by Two years free AMC-Labour only) as per this tender Clause no. VII.
2. I/We do not charge/quote any extra price on account of the above said Warranty/ Guaranty.
3. I/ We do accept/ agree to provide Uptime Guaranty of 95% as per this tender clause no. VII
(ii)

**Signature of the Tenderer
Name & Address with stamp**

TENDER DOCUMENT FOR BED PAN/URINE BOTTLE WASHER AND
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ANNEXURE-6 (ENVELOPE-A)

UNDERTAKING

(To be submitted on Rs.50/- Stamp paper)

Tender Enquiry No. _____ Due for Opening on _____

Sir,

I/we _____ hereby declare that:

1. I/we am/are the Manufacturers / Authorized Agents / Distributors of _____
2. I/we do Accept/ Agree for the All Clauses including the Warranty (Two years Comprehensive/ Warranty followed by Two years free AMC-Labour only) and Payment Terms & Conditions of the Tender Enquiry
3. I/we do hereby confirm that the Prices/ Rates quoted are fixed and are at par with the Prices/ Rates quoted by me / us to any other Govt. of India / Govt. of NCT Delhi Hospitals / Medical Institution. I/ we also offer to supply the stores at the prices and rates not exceeding those mentioned in the Price Bid.
4. I/we agree to abide by my/ our offer for a period of 180 days from the date of opening of the Tender.
5. I/we have necessary infrastructure for the Maintenance of the Equipment and will provide all accessories / spares as and when required.
6. I/we also declare that in case of change of Indian Agent or for any other change, merger, dissolution, and solvency etc. in the organization of our Foreign Principals; we would take care of the Guarantee/ Warranty / Maintenance of the machinery / Equipment and have provided written confirmation for the same.
7. I/we shall not dispatch the stores without confirmation from the hospital regarding the availability of CDEC/ NMIC etc. falling which the demurrage charges incurred in clearance of the consignment shall be borne by me/ us.
8. I/we shall provide assistance to the consignee in clearance and delivery of stores at consignee's stores/ promises.
9. The demurrage/ storage charges, if any, payable due to non-receipt of required documents in time by the hospital/ delay due to incorrect entries, mistakes in the documents etc. shall be borne by me/us.

**TENDER DOCUMENT FOR BED PAN/URINE BOTTLE WASHER AND
DISINFECTOR**

10. I/we have carefully read and understood all the Terms and Conditions of the Tender and shall abide by them.
11. I/we undertake to get the Equipments repaired within 24 hours of the receiving of the complaint from the Indenting Hospital falling which a penalty of **up to @ Rs.5000** per day shall be recovered from the security deposit with ILBS or the same can also be recovered by revoking the bank guarantee placed with ILBS before releasing the same to us.

Signature of the witness

Name & Address of witnesses

with seal

Signature of the tenderer

Name & Address of the Tenderer

TENDER DOCUMENT FOR BED PAN/URINE BOTTLE WASHER AND
DISINFECTOR

ANNEXURE-7 (ENVELOPE- A)

ANNUAL TURN OVER

**Year Annual Turn Over in Indian Rupees (or equivalent to Indian Rupees) as per Audited
Balance Sheet**

2005-2006 Rs.

2006-2007 Rs.

2007-2008 Rs.

Average Annual Turnover over the last three years Rs.

**NOTE: The above data is to be supported by audited balance sheets (Unaudited statements
might be considered for FY 2007 - 2008)**

Signature of the Tenderer
Name & Address with stamp

TENDER DOCUMENT FOR BED PAN/URINE BOTTLE WASHER AND
DISINFECTOR

ANNEXURE-8 (ENVELOPE-A)

**DETAILS OF COMPLETED WORKS OF SIMILAR NATURE AND COMPLEXITY (at least TWO
hospital work)**

(During last five years ending last day of month previous to the one in which applications are
invited)

<u>S.No.</u>	<u>Name of the contract</u>	<u>Name of the client</u>	<u>Brief description of the work, contract no. & value of the project</u>	<u>Date of start</u>	<u>Date of completion as per contract</u>	<u>Actual date of completion</u>	<u>Value</u>
<u>1.</u>							
<u>2.</u>							
<u>3.</u>							
<u>4.</u>							
<u>5.</u>							

**NOTE : Please attach supporting documents for the above information and satisfactory
completion certificate (attested copy) from clients duly stamped**

**Signature of the Tenderer
Name & Address with stamp**

TENDER DOCUMENT FOR BED PAN/URINE BOTTLE WASHER AND
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ANNEXURE-9 (ENVELOPE-A)

PERSONNEL CAPABILITIES (Key personnel only)

S.No.	Name & Address of the Employee	Technical Qualification	Post Held	Date of Employment in current company	Total Years of experience
1.					
2.					
3.					
4.					
5.					

Signature of the Tenderer
Name & Address with stamp

TENDER DOCUMENT FOR BED PAN/URINE BOTTLE WASHER AND
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ANNEXURE-10 (ENVELOPE-A)

EQUIPMENT CAPABILITIES

S.No.	Particulars of Machineries	Tools , Plants	Testing equipments/ Facilities owned by applicant	Shuttering	Quantity	Approximate Value
1.						
2.						
3.						
4.						
5.						

Note: For importers from a different country, marketing office of a foreign manufacturer, equivalent documents certifying the parent manufacturer's capabilities shall be included

The agency should also mention the certification(s) held by it (should be valid currently) and details of quality control arrangements for e.g. ISO 9001 etc. Relevant documents should be attached.

Kindly specify standards for quality/safety/process/GMP or equivalent Indian/foreign standards) held by company.

Signature of the Tenderer
Name & Address with stamp

TENDER DOCUMENT FOR BED PAN/URINE BOTTLE WASHER AND
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ANNEXURE-11 (ENVELOPE-A)

FINANCIAL CAPABILITIES

Financial Information in Rs. Equivalent

S.No.	Parameters	2005 - 2006	2006 - 2007	2007 - 2008	Average
1.	Total Assets				
2.	Current Assets				
3.	Total Liabilities				
4.	Current Liabilities				
5.	Profit before Tax				
6.	Profit after Tax				
7.	Net worth				
8.	Liquid Assets				

1. Attach annual report consist of balance sheet, profit & loss accounts, auditors report, schedule and notes to account for all three years.
2. Attach recent solvency certificate from bankers, not older than 6 months

Signature of the Tenderer
Name & Address with stamp

TENDER DOCUMENT FOR BED PAN/URINE BOTTLE WASHER AND
DISINFECTOR

ANNEXURE-12 (ENVELOPE-B)

DETAILED EQUIPMENT SPECIFICATIONS

Tender Item No. _____ Due for opening on: _____

Name of the equipment _____ Quantity _____

Detailed Specifications

Note: Corresponding original brochures/leaflets/pictures/product data sheet and any other kind of information material should be attached here for each and every equipment giving a clear picture of the visual look, size and specifications for each and every equipment. The bidder should submit hard copy of these materials (only soft copy as CD, DVD, Data storage devices shall not be considered).

TENDER DOCUMENT FOR BED PAN/URINE BOTTLE WASHER AND
DISINFECTOR

ANNEXURE-13 (ENVELOPE-B)

COMPLIANCE STATEMENT

Tender Item No. _____ Due for opening on: _____

Name of the equipment _____

Specifications	Specifications of the offered Equipment	Compliance (Yes or No)	Deviations(In Unambiguous Tender)

Signature of the Tenderer

Name and Address with seal

TENDER DOCUMENT FOR BED PAN/URINE BOTTLE WASHER AND
DISINFECTOR

ANNEXURE-14 (ENVELOPE-C)

PRICE BID

Tender Enquiry No. _____ Due for Opening on _____

Name of Item _____ Item No. _____

Sr. No	Item	Unit Cost	Total Cost
A.	Main Equipment		
B.	Standard Accessories		
C.	Optional Accessories		
D.	Total Price(*FOB/FOR)		
E.	* Indian Agent Commission		
F.	* Total CIF Price		
G.	* Insurance & Freight Charges		
H.	Total effective price per Unit		

Recurring/ Operating/ Running Costs/ Cost per Patient (Cost of consumables etc.)

Sl.No	Item	Unit Cost	Total Cost
A.	Main Equipment		

**Signature of the Tenderer
Name & Address with Stamp**

TENDER DOCUMENT FOR BED PAN/URINE BOTTLE WASHER AND
DISINFECTOR

ANNEXURE-15 (TECHNICAL SPECIFICATIONS)