TENDER DOCUMENTS FOR HOSPITAL AND HOSPICE **MODULAR OT WORKS**



CLIENT:

Shri Mata Vaishno Devi Institute of Medical Excellence, Kakryal (Katra), J&K

PROJECT MANAGER
Synergy Property Development Services Pvt. Ltd.

Embassy Golf Links Business Park, First Floor, "Pine Valley", Off Intermediate Ring Road, Bangalore - 560 071

HOSPITAL CONSULTANT
Astron Hospital and Healthcare Consultant Pvt Ltd 6117/3,D-6, Vasant Kunj, New Delhi

ARCHITECTS

NOTICE INVITING TENDER

1.	Invitation	Sealed tenders addressed to and on behalf of Shri Mata Vaishno Devi Institute of Medical Excellence (Hereinafter referred to as the "Client") Kakriyal, Katra, Jammu & Kashmir are invited from "Vendors" for the supply and installation of Modular OT Works as specified in the tender document.
2.	Name of Work	Supply, Installation, testing & Commissioning of Modular OT Works for Shri Mata Vaishno Devi Institute of Medical Excellence - Phase- I, Kakryal near Katra (J&K).
3.	Last date for submission of tender bids	11.03.2010 upto 2 Pm
4.	Date and place of opening of tender	The technical bid shall be opened on 11 th March 2010 at 3 pm. Place: Office of Director , <i>Shri Mata Vaishno Devi Institute</i> of <i>Medical Excellence</i> , Kakriyal, Katra, Jammu & Kashmir by the competent authority in presence of the tenderers or their authorized representatives who may like to be present.
5.	Site of work	Kakryal near Katra, Jammu & Kashmir
6.	Scope of Work	Supply Installation testing & Commission of 3 Nos Modular OT Works in SMVDIME.
7.	Time of completion:	03 (three months).
8.	"Client"	Shri Mata Vaishno Devi Institute of Medical Excellence, Kakriyal, Katra Udhampur (J&K)
9.	Hospital Consultants	Address: M/s Astron Hospital and Healthcare Consultants Pvt Ltd, New Delhi-110 070. Tele: 0124-, Fax: 0124-, 4267551 E-mail:contact@astronhealthcare.com; www.astronhealthcare.com

10	Tender Documents:	The tender documents can be obtained w.e.f 18.02.2010 upto 09.03.2010 during office timing i.e 10 Hrs to 16 hrs from the office of Director , <i>Shri Mata Vaishno Devi Institute of Medical Excellence</i> Administrative Block of SMVDU Kakriyal, Katra J&K against non refundable payment of Rs. 2,500/- (Rupees Two thousand five hundred only) in the shape of Demand Draft payable at Kakryal (Katra) Jammu in favour of Director Shri Mata Vaishno Devi Institute of Medical Excellence . Form can also be downloaded from site of SMVDSB www.maavaishnodevi.org In that case a demand draft of equivalent amount payable at Katra should be submitted with Tender Document. However the contractors in their own interest can see/have hard copy from the office of SMVDIME to avoid any discrepancy as the same shall be considered as final document.
11.	Earnest Money	Rs. 1,50,000/- only (Rs One Lakhs fifty thousand only) in the form of CDR / FDR pledged in favour of Director Shri Mata Vaishno Devi Institute of Medical Excellence of any nationalized bank payable at Kakriyal/Katra/Jammu valid for at least twelve months from the last date of submission of tenders. E.M.D shall be forfeited if the "Vendor" selected for the work fails to sign the prescribed agreement or fails to start the work within FIFTEEN DAYS from the date of Notice of Award. The E.M.D of the successful Tenderer will be retained by Shri Mata Vaishno Devi Institute of Medical Excellence_and returned to the tenderers upon his furnishing a Bank Guarantee for Performance Bond in an approved format and to the satisfaction of Mata Vaishno Devi Institute of Medical Excellence

12. ELEGIBILITY CRITERIA: vendors who fulfils the following requirements shall be eligible to apply

- **a.** Experience of having successfully completed at least 3 modular OTs each with laminar flow system in the last five year ending the last day of the month previous to the one in which application are invited.
- **b.** Turn over: the average annual financial turnover of the firm should be Rs 25, 00,000.00 per annum during the last three years. This should be supported with the relevant period balance sheet of the firm.

- **c.** Profit and Loss: the firm should not have incurred any loss in more than 1 year in the past 5 years ending 31st March of the previous financial year.
- **d.** The firm whose products are of foreign make should have the Foreign principal presence in India or the firm should have had a standing of at least 3 years with the foreign principal whose products the firm is supplying

13. SEALING AND MARKING OF TENDERS

- a. Envelop No. 1 containing Earnest Money documents, specifications and models of the equipments offered and tender / installation drawings, if any, and any other document as specified in the tender document duly signed and sealed should be superscripted "Technical/Commercial Bid Documents".
- **b.** Envelop No. 2 containing the financial bid i.e. main tender documents including BOQ duly filled, should be superscripted "Financial Bid Document."
- **c.** These two envelops should be placed in a third envelop & sealed. The envelop should be superscripted as follows:

"TENDER FOR <u>MODULAR OT WORKS</u> FOR SHRI MATA VAISHNO DEVI INSTITUTE OF MEDICAL EXCELLENCE AT KAKRIYAL KATRA".

14. PERIOD OF VALIDITY:

The tender bid shall remain valid for acceptance for a period of **NINETY DAYS** from the last date for submission of the tenders. If any Tenderer withdraws his tender before the said period or makes any modifications in terms and conditions of the tender, then the "Client" shall be entitled to forfeit the Earnest Money Deposit by encashment / enforcement of the CDR/FDR of such tenderer.

15. INSPECTION OF SITE:

Every Tenderer is expected to inspect the site of the proposed work and acquaint himself with the site conditions approaches, availability of raw materials, geological and weather conditions etc. before quoting his rates. He must go through all the drawings, specifications and other tender documents. Any further clarifications in the drawings and documents can be had from the Hospital Consultants at the above-mentioned address. Submission of the tender shall be deemed to have been in due compliance with this clause.

16. This notice of inviting tenders will form part of the tender document and the agreement to be executed by the successful Tenderer.

17. ACCEPTANCE OF TENDERS:

- **a.** Tenders those are not properly filled, mutilated, missing pages missing or with incorrect, inaccurate calculations or generally not complying with the conditions will be rejected.
- b. Tenders should quote their rates with the totals both in figures & in words. The total of each page along with carried over figures of the previous page shall be given in ink and signed by the Tenderer. No blank space shall be left. Amounts quoted in words shall be deemed to be correct in case of cutting or overwriting.
- c. If the tender is submitted by an individual, it shall be signed by him and his full name and complete address shall be given or if it is made by a partnership firm it shall be signed in the name of the firm by a partner to the firm who shall sign his own name and give the name and address of each partner of the firm and attach a copy of 'Power of Attorney' with the tender authorizing him to sign on behalf of the other partners and "Authentication for other forms of organization will be as per applicable Law (e.g. Companies Act 1956, etc.)".
- d. No alterations, amendments or modifications shall be made by the tenderer in the Notice Inviting Tenders, General Conditions of Contract, Contract Form, Drawings and Specification and if any such alterations are made or any special conditions attached, the tender is liable to be rejected without reference to the tenderer.
- e. The acceptance of a tender shall rest with the "Client" who does not bind itself to accept the lowest tender and reserves to itself the right to reject any or all the tenders received without assigning any reason(s) whatsoever. Non acceptance of any tender shall not make the "Client" liable for compensation of damages.
- **18.** At any time prior to the Tender submission date the "Client" may, for any reason, whether on its own initiative or in response to a clarification requested by a tenderers amend the tender documents by an Addendum (The "Addendum").
- 19. The addendum will be notified in writing to all Tenderers. Tenderer shall promptly acknowledge receipt thereof to the same person at the same address. Only amendments to the tender documents made through an Addendum will form part of the Tender Document.
- **20.** Canvassing in connection with tenders is strictly prohibited and the tender submitted by the "Vendors" who resort to canvassing shall be liable to rejection.

- **21.** On acceptance of the tender, the name of the accredited representative(s) of the "Vendor" who would be responsible for taking instructions from the "Client" shall be communicated to the "Client".
- 22. Sales Tax or any other tax on material including works contract tax or entry tax applicable in the state of Jammu and Kashmir in respect of this contract shall be payable by the approved tenderer/vendor and "Client" will not entertain any claim whatsoever, in this respect.
- **23.** While quoting the rate in schedule of quantities the word only should be written closely, following the amount and it should not be written in the next line.
- **24.** Tenders should be submitted in two bid system as per clause 4 of General contract condition. The tenders submitted without following two bid system/procedure will be summarily rejected.

Director,

Shri Mata Vaishno Devi Institute of Medical Excellence

INSTRUCTIONS FOR FILLING UP TENDER FORM

INSTRUCTIONS FOR FILLING TENDER FORM

- 1. Each of the following documents with their respective contents shall individually and collectively constitute the Tender Document:
 - Notice Inviting Tender, Instructions for Filling Up Tender Form, Tender Form, Schedule A, Schedule B, Schedule of Fiscal Aspects, Bill of Quantities, Technical Specifications,
- 2. For the Bill of Quantities the rates shall be written (after carefully studying the technical specifications and detailed specifications and drawings, if any) clearly, legibly in figures and in words. In case of any doubts, or discrepancy the amount in words will be treated as correct. Amounts should be entered after carefully checking up the unit adopted for the item.
- 3. All tender drawings form an integral part of tender and the details shown on the drawings are complementary to the Bill of Quantities and vice versa. Rates quoted must and be deemed to have hence taken note of all the Drawings, Technical specifications, Detailed Specifications and Bill of Quantities.
- **4.** The "Vendor" should certify that he has studied the Work at site and acquainted himself with the position with regard to construction, materials & labour required for the work.
- 5. The "Vendor" should submit a declaration disclosing all Work for which he has already entered into contract, the value of work that remains to be executed in each such contract, while submitting the tender and details of any disputes pending in respect of any such contract whether in a court or any other Forum or under discussion / negotiation with the other party to such contracts (FORMAT FOR DECLARATION OF CURRENT WORKS)
- **6.** Every tenderer should furnish along with his tender an income-tax clearance certificate & brief information regarding the income-tax circle, Ward & the District in which he is assessed by income-tax, the reference No. of assessment and the assessment year, as also details of any attachments, prohibiting orders, garnishee proceedings in connection therewith.
- 7. The tenderers should furnish the earnest money deposit in the shape of CDR/FDR as specified in the tender notice along with the Tender as mentioned above. The Tenders without earnest money deposit shall be out rightly rejected.
- **8.** Certified copies of Registration Certificate, Partnership Deed and Power of Attorney or Articles of Association in case of Limited Companies will have to be furnished along with the tender to render the tender eligible for consideration.

INSTRUCTIONS FOR FILLING UP TENDER FORM

- 9. Should the "Vendor" notice any discrepancy or error in any statement made, or quantities or units shown against items, he shall immediately bring to the notice of the Hospital Consultants and obtain clarifications before submitting the tender. The tender shall be recorded as such in the covering letter to the tender, failing which the "Client" shall have right to ask the "Vendor" to execute the Work according to the statement made or quantities or units shown in the tender, without any compensation.
- **10.** The "Vendor" should submit the following additional documents with the technical bids:
 - a. Complete bar chart defining clearly the milestones for completion of the works.
 - b. Site organization chart giving details of all staff to be deployed including names and bio-data of managerial and engineering staff for the execution of this project.
 - c. A detailed list of equipment proposed for deployment should be submitted along with the offer.
 - d. A list of Sub-Vendor' (if any) should also be enclosed along with the offer.
- **11.** CO-ORDINATION WITH OTHER AGENCIES / SUB "VENDOR"S / VENDORS APPOINTED DIRECTLY BY THE "CLIENT":

The "Vendor" shall co-ordinate and provides the facilities for the nominated sub-"Vendor"s / vendors as detailed.

12. The tender of any "Vendor" not complying with any of the above instructions 1 to 11 may be rejected.

KAKRIYAL, KATRA, JAMMU

SCHEDULE A

FORMAT FOR SUBMISSION OF TENDER

(SCHEDULE-`A')

S.	N	O	n	F	Т	FI	N	ח	F	R

FILE NO.

Name of the party in whose favor the Tender form has been issued

(SEAL OF THE OFFICER)

				(SEAL O	r ine or	FICE	`)
To,							
The Direct	or,						
Shri Mata	Vaishno Dev	i Institute of	Medical Excellenc	е			
Kakriyal, k	Katra, Jammu	ı					
Dear Sir,							
1.	I/We hereby	submit our	tender for the				
2.	I/WE	now	enclosing	herewith	the		CDR
	No			dated		for	Rs
			draw	n in favor of	Director	Shri	Mata
	Vaishno De	evi Institute	of Medical Excell	lence, Jammu	towards	EMD	/ Bic
	Security.						

(TENDERS NOT ACCOMPANIED WITH EMD / BID SECURITY ALONGWITH THE COMMERCIAL BID AND TENDER FEE SEPARATE FROM THE EMD FOR TENDERS DOWNLOADED FROM SITE SHALL BE SUMMARILY REJECTED).

- 3. I/We hereby agree to all the terms and conditions, stipulated by the "client", in this connection including delivery, warranty, penalty etc.
- 4. Quotations for each group are being submitted under separate covers and sheets and shall be considered on their face value.
- 5. I/We have noted that overwritten entries shall be deleted unless duly cut & rewritten and initialed.

KAKRIYAL, KATRA, JAMMU

SCHEDULE A

- 6. Tenders are duly signed (No thumb impression should be affixed).
- 7. I/We undertake to sign the contract/agreement, if required, within fifteen DAYS (15days) from the date of issue of the letter of acceptance, failing which our / my security money deposited may be forfeited and our/my name may be removed from the list of suppliers at the Shri Mata Vaishno Devi Institute of Medical Excellence.
- 8. I/We have gone through all terms and conditions of the tender documents before submitting the same.

NOTE: ALL TERMS & CONDITIONS SUCH AS TAXES ETC, HAVE BEEN INDICATED IN THE QUOTATIONS FAILING WHICH IT WILL BE PRESUMED THAT THE RATES ARE INCLUSIVE OF ALL TAXES AND OTHER TERMS AND CONDITIONS ARE ALSO AS PER YOUR REQUIREMENTS.

Yours faithfully,

Place	Signature of Tender(s)
WITNESS	_
WITNESS	-
WITNESS	-

KAKRIYAL, KATRA, JAMMU

SCHEDULE B CONTAINING GCC

GENERAL CONDITIONS OF CONTRACT (SCHEDULE-'B')

Tender Ref. No:

Subject: SUPPLY AND INSTALLATION OF MODULAR OT WORKS AT SHRI

MATA VAISHNO DEVI INSTITUTE OF MEDICAL EXCELLENCE

Date of submission:

Date of Opening

- 1. Tender should be addressed to the *Director*, *SHRI MATA VAISHNO DEVI INSTITUTE OF MEDICAL EXCELLENCE*, *Kakriyal*, *Katra*, *Jammu* and submitted to the *Director* under sealed cover failing which the tender shall be rejected. Terms and conditions for supply should invariably be indicated; otherwise they would be taken on the face value. The rates are to be quoted on separate sheets failing which the tender(s) will be rejected.
- 2. Mixed quotations will not be considered for acceptance.
- 3. In case of the tender document is downloaded from the website: the bidders may download the tender documents directly from the website available at *Website*: www.maavaishnodevi.org. in such case, the bidders are required to submit the tender cost fee of Rs. 2500 / = (non-refundable) by way of separate demand draft drawn in favour of " SHRI MATA VAISHNO DEVI INSTITUTE OF MEDICAL EXCELLENCE ", payable at Kakryal/Katra/Jammu, and the same should essentially be enclosed along with the Technical/Commercial bid. the bidders should specifically super scribe, "downloaded from the website" on the top left corner of the outer envelope containing commercial bid & price bid separately. In no case, the tender cost fee should be mixed with EMD amount. The tenders not following the above procedure will be summarily rejected.
- **4.** Tenderers should be submitted in two bid system containing two parts as detailed below:

PART-I - TECHNICAL / COMMERCIAL BID IN ONE SEALED COVER.

PART-II:- PRICE BID / FINANCIAL BID IN ONE SEALED COVER.

KAKRIYAL, KATRA, JAMMU

SCHEDULE B CONTAINING GCC

BOTH THE SEALED ENVELOPES SHOULD THEN BE PUT IN ONE OUTER COVER INDICATING THEREON:

- a. Reference No. of the Tender
- b. Tender regarding
- c. Due date for submission of the tender
- d. Due date for opening of the tender _
- e. Name of the firm

PLEASE NOTE THAT PRICES SHOULD NOT BE INDICATED IN THE TECHNOCOMMERCIAL BID. THE PRE-QUALIFICATION DOCUMENTS INCLUDING E.M.D./BID SECURITY AS REQUIRED IN THE TENDER DOCUMENT SHOULD INVARIABLE BE ACCOMPANIED WITH THE TECH NOCOMMERCIAL BID.

NOTE:-TENDERS SUBMITTED WITHOUT FOLLOWING TWO BID SYSTEM PROCEDURE AS MENTIONED ABOVE WILL BE SUMMARILY REJECTED.

- 5. The tenderers should give rates, showing taxes, if any, and levies, packing forwarding and insurance charges separately giving full break-up details. Tender not confirming to these requirements shall be rejected and no correspondence will be entertained whatsoever.
- 6. IN CASE OF IMPORT THE TENDERERS ARE REQUIRED TO QUOTE FOB & CIF VALUE SEPARATELY DULY MENTIONING THE BREAKUP DETAILS FOR FREIGHT & INSURANCE. THIS CONDITION SHOULD BE STRICTLY ADHERED TO, FAILING WHICH THEIR TENDER WILL BE SUMMARILY REJECTED.
- 7. THIS TENDER DOCUMENT IS NON-TRANSFERABLE.
- 8. The Tender forms be clearly filled in ink legibly or type written giving full address of the tenderers. The tenderers should quote in figures as well as in words the rates amount tendered by him/them. Any discrepancy between the figures and words, the amount written in words will prevail. Alterations/over-writings, unless legibly attested by the tenderers, shall disqualify the tenders. The tenders should be signed by the tenderers himself / themselves or his / their authorized agent on his/their behalf (Authorization may be enclosed, if applicable).
- 9. THE FORWARDING LETTER / UNDERTAKING (SCHEDULE'A') DULY SIGNED SHOULD INVARIABLY BE RETURNED ALONGWITH

KAKRIYAL, KATRA, JAMMU

SCHEDULE B CONTAINING GCC

- QUOTATIONS FURNISHED, FAILING WHICH THE TENDER SHALL BE REJECTED.
- **10.** The tenderers should take care that the rates and amounts are written in such a way that interpolation is not possible, no blanks should be left which would otherwise, make the tender redundant.
- **11.** The tender rates shall remain valid for a period of one year from the issue of Notice of Award.
- 12. The tenderers shall clarify / state whether he / they are manufacturer, accredited agent or sole representative indicating principal's name & address. The offers of firms who are not manufacturer or direct authorized agent will be summarily rejected. Such distributors will not be accepted.
- **13. ELEGIBILITY CRITERIA**: vendors who fulfils the following requirements shall be eligible to apply
 - **a.** Experience of having successfully completed at least 3 modular OTs each with laminar flow system in the last one year ending the last day of the month previous to the one in which application are invited.
 - **b.** Turn over: the average annual financial turnover of the firm should be Rs 25, 00,000.00 per annum during the last three years. This should be supported with the relevant period balance sheet of the firm.
 - c. Profit and Loss: the firm should not have incurred any loss in more than 1 year in the past 5 years ending 31st March of the previous financial year.
 - d. The firm whose products are of foreign make should have the Foreign principle presence in India or the firm should have had a standing of at least 3 years with the foreign principal whose products the firm is supplying. Delivery prospects with definite date of delivery at destination taking into cognizance transit facilities must be indicated.
- 14. Each tender should be accompanied with an EMD / bid security amounting to Rs. 1.50 lacs by way of CDR / FDR pledged in favour of " Director, Shri Mata Vaishno Devi Institute Of Medical Excellence ", failing which the tender shall not be considered for acceptance and will be out rightly rejected. Cash / cheque / DD is not acceptable at all. The EMD / bid security deposited against other tenders cannot be adjusted or considered for this tender. No interest is payable on EMD / bid security.

KAKRIYAL, KATRA, JAMMU

SCHEDULE B CONTAINING GCC

15. Commencement of Work: The vendor awarded the contract shall commence the work at site within 15 days of award of contract.

16.	Mobilization	Advance:	No	Mobilization	advance	shall	be	paid.	
			-						

- 17. If the delivery is not effected on due date, the *Director*, SHRI MATA VAISHNO DEVI INSTITUTE OF MEDICAL EXCELLENCE, Katra, Jammu will have the right to impose penalty as under:
 - **a.** First extension for one month or part thereof @ 1.5% of Contract sum
 - **b.** Second extension for an additional month or part thereof @ 3% of contract sum.
- 18. INTERIM BILLS: One bill per month subject to work done certified amount of not less than 30% of the contract amount, addressed to Shri Mata Vaishno Devi Institute of Medical Excellence. The bills in quadruplicate shall be submitted to the Divisional Manager (Engineering) or any other officer authorized by the SMVDIME for the purpose along with all supporting documents. The date of receipt of the bills shall be the date when all supporting documents of the bill are submitted.
- 19. The Running Bill Certification of Running Account Bills will be certified by the <u>Divisional Manager (engineering)</u> within 15 working days from the date of the bill submitted with all clarifications requested by the <u>Divisional Manager</u> (Engineering) and the "Client's" Representative. The Contractor shall be paid by the *Shri Mata Vaishno Devi Institute of Medical Excellence* within 15 days of receipt of the <u>Divisional Manager</u> Engineering's certificate for payment.

Note:- The Proof of deposits of ESI,PF & other statutory liabilities shall be submitted along with each running account bill on monthly basis clarifying the individual names and accounts for the man power/labours engaged for a particular month.

These submittals will be verified/cross checked by Divisional Managers and forwarded **Shri Mata Vaishno Devi Institute of Medical Excellence** & only after its verification the actual payment will be released to the contractor.

KAKRIYAL, KATRA, JAMMU

SCHEDULE B CONTAINING GCC

- 20. In case of non supply of Stores within the due date i.e. within the date of delivery, the *Director*, *SHRI MATA VAISHNO DEVI INSTITUTE OF MEDICAL EXCELLENCE* will have the right to impose penalty, as deemed fit, to resort to risk purchase in full or part thereof at his/her discretion, his/her decision shall be final and binding.
- 21. Retention Money: Deduction towards retention money shall be 10% of the value of work done in each interim bill up to a maximum of 5% of total contract value sum. 50% of the retention money will be released after completion of the work and balance 50% will be released 90 days after the expiry of defects liability period.
- 22. Performance Bond: The bond shall be submitted after signing of agreement by the successful tenderer upon issuance of Notice of Award /LOI in the form of a bank guarantee equivalent to 10% of the Contract value/sum valid till 180 days after the Defect liability period on the approved format in favour of SMVDIME.
- 23. <u>SOFT WARE AND HARDWARE UPGRADATION -</u> Free up-gradation of software (all update & upgrades) upto 5 years.
- 24. Rates quoted should be valid for 12 months from the date of award of contract. The rates should be inclusive of all Taxes, Octori, Insurance etc. Nothing extra on any account of hidden taxes duties, entry tax, incharge loading, unloading, insurance etc will be payable.
- **25.** The tenderers are required to demonstrate the quoted model of the equipment during the technical evaluation, if required, failing which their bids/offer shall be rejected.
- **26.** Any other statutory levy imposed by the Govt. of India from time to time will be authorized extra on demand with adequate proof thereof.
- 27. Force meajure will be accepted on adequate proof thereof.
- 28. The *Director, SHRI MATA VAISHNO DEVI INSTITUTE OF MEDICAL EXCELLENCE* shall be the final authority to reject full or any part of the supply which is not confirming to the specification and other terms and conditions.

KAKRIYAL, KATRA, JAMMU

SCHEDULE B CONTAINING GCC

- 29. No payment shall be made for rejected Stores. Rejected items must be removed by the tenderers within two weeks of the date of rejection at their own cost and replaced immediately. In case these are not removed these will be auctioned at the risk and responsibility of the suppliers without any further notice.
- 30. The *Director*, SHRI MATA VAISHNO DEVI INSTITUTE OF MEDICAL EXCELLENCE, reserves the right to cancel/reject full or any part of the tender which do not fulfil the conditions stipulated in the tender.
- **31.** Tenderers submitting tenders would be considered to have considered and accepted all the terms and conditions. No enquiries, verbal or written, shall be entertained in respect of acceptance or rejection of the tender.
- **32.** The quantity shown in the tender can be <u>increased or decreased</u> to any extent depending upon the actual requirement.
- 33. Any action on the part of the tenderers to influence anybody in the organisation of the client will be taken as an offence and he will not be allowed to participate in the tender enquiry and their offer will not be considered.
- 34. For "rate of items, non-tendered / extra items and quantities exceeding the BOQ/ tendered quantities", a written variation order signed by the "Client" through <u>Divisional Manager Engineering wing of SMVDIME</u> has to be immediately obtained before procurement and execution. No payments will be entertained without written approach for the variation order signed by the "Client". The onus shall be on the Contractor to obtain such prior written variation order from the "Client" through Divisional Manager and Engineering wing.
- **35.** Material confirming to the specifications should be quoted. In case of alternative offers, full specifications and utility should be indicated. Leaflets, literatures, should invariably be attached for ready reference clearly marking the item that is under reference.
- **36.** Genuine equipments and instruments etc. shall be supplied. Tenderers should indicate the source of supply i.e. name & address of the manufacturers from whom the items are to be imported.

KAKRIYAL, KATRA, JAMMU

SCHEDULE B CONTAINING GCC

- **37.** The tenderers are required to quote the mode of shipment by Air/ Sea/ Airport Parcel and should give separate break-up of freight and Insurance charges.
- **38.** The items should have relevant quality assurance marking and certifications like UL / CE / DIN /IS as applicable based on the country of origin. The client reserves the rights to choose the country of origin and the make without assigning any reasons.
- **39.** The tenderers are required to quote the mode of shipment by Air/Sea/ Airport Parcel and should give separate break-up of freight and Insurance Charges.
- **40.** Supply of equipment means-Installation, Commissioning and testing at site. No separate charges will be paid separately on this account.

41. <u>UP TIME GUARANTEE:</u>

- **a.** The firm should provide uptime guarantee of 95%.
- b. <u>Downtime penalty Clause</u> During the Guarantee/warranty period, desired uptime of 95% of 365 days (24 hrs). If downtime exceeds 5%, SMVDIME shall be entitled to impose penalty equal to amount of 0.05% of the total cost of to equipment per day for the first seven days shall be payable by the vendor which will doubled on subsequent weeks along with extension of warranty period by the excess down time period. The vendor must undertake to supply all spares for optimal upkeep of the equipment for at least Five years after handing over the unit to the Institute. If accessories/other attachment of the system are procured from the third party, then the vendor must produce cost of accessory/other attachment and the AMC from the third party separately along with the main offer and the third party will have to sign the AMC with the Institute if required.
- **42.** Provision of experts and technician to train the technician and staff of the "Clients" in handling all the equipment until the smooth functioning of the facility. The Company/Contractor should not charge extra on this account.
- 43. **DEFECT LIABILITY PERIOD:** "Defect liability period" is defined as the period from the date of completion / handing over of the work undertaken whichever earlier when the "Vendor" is supposed to remove all defects pointed out and arising during this period. The defect liability period shall be 24 months for all items as mentioned in the BOQ. Any defect arising during this period shall be brought to the notice of vendor. The concerned parties shall act within 24

KAKRIYAL, KATRA, JAMMU

SCHEDULE B CONTAINING GCC

hours or earlier depending on the seriousness of the defect. It will be responsibility of the vendor to make all possible efforts to rectify the defect or replace the defective material within one week of being brought to the notice of the vendor. The "Client" at their sole discretion may give extension to this time frame to the vendor. The client shall define this reasonable period depending on the nature of the defect

- **44. GUARANTEE / WARRANTEE PERIOD**: The tenderers must offer the warranty of 5 years comprehensive with spares for all equipments from the date of completion of the defect liability period In addition they must indicate the annual maintenance charges from year 6 to 10. This period from 6 to 10 years would not be inclusive of spares.
- 45. SPARE PARTS: The separate price list of all spares and accessories (Including minor) required for maintenance and repairs in future after guarantee/warrantee period must be attached/enclosed along with the sealed quotation without this quotation will not be considered. If any spares & accessories other than the price list attached / enclosed by the firm are required for future repair it will be borne by the firm only.
- 46. <u>DELIVERY</u>: The successful bidders should strictly adhere to the following delivery schedule. Supply, Installation & Commissioning should be effected within 12 weeks from the date of Supply Order and this clause should be strictly adhere to failing which necessary administrative action as deemed fit under rules will be taken against the defaulter. The entire works should be completed within 3 months from the date of Supply Order.
- 47. The tenderers shall furnish a non-blacklisting certificate that the firm has not been blacklisted in the past by any government/Private institution. The tenderers/supplier has to give an affidavit on non-judicial stamp paper of Rs.10/- that there is no vigilance/CBI case pending against the firm/supplier and the firm has not been blacklisted in the past by any Govt. or Private Organization.
- **48.** Payment of Agency Commission, if any, payable in rupees must be indicated. If no Agency Commission is admissible from the foreign suppliers must be indicated specifically.

KAKRIYAL, KATRA, JAMMU

SCHEDULE B CONTAINING GCC

- **49.** Tenderers should clearly indicate the name of the Manufacturers/Beneficiary of the Letter of Credit, country of Origin, place of shipment/Air freight etc.
- **50.** Local agents quoting on behalf of their foreign suppliers must attach authority letter in their favour.
- 51. <u>FALL CLAUSE</u> If, at any time, during the said period, the supplier reduce the said prices of such Stores / Equipment or sells such stores to any other person / organization/Institution at a price lower than the chargeable, he shall forthwith notify such reduction or sale to the *Director*, *Shri Mata Vaishno Devi Institute Of Medical Excellence* and the price payable for the Stores supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced.

52. Penalty for late completion:

- a. The "Vendor" shall be allowed admittance to the site on the Date of commencement as stated and shall thereupon and forthwith begin the works and shall regularly proceed with and complete the same on or before the date of completion as stated. The completion schedule of the entire work covered under the Tender shall be limited to a period as specified. The "Vendor" shall submit a master network in line with the above time schedule. The network shall clearly indicate major key events (milestones) in areas like "Vendor" mobilization of men, material and other resources at site or at factory, start of work, completion of various intermediate stages of work and finally the completion of entire work etc. The "Vendor" shall also furnish a work plan along with the tender offer, for execution of the work as envisaged by him along with methodology of construction, shop drawings wherever required, proposed deployment of manpower and the equipment proposed to be brought from other works/ newly purchased, their present deployment & the period by which equipment will be available at the site of works etc.
- b. The "Vendor" shall submit a detailed network of all activities pertaining to the work based on "CRITICAL PATH METHOD" within 15 days after the issue of award letter. This detail network shall be discussed and strictly adhered to. Such agreed network shall form a part of the contract and the entire "Vendor's" activities shall be performed strictly in accordance with such agreed network. The time being the essence of Contract, the "Vendor" will adhere to time and progress chart and will give proportionate progress in

KAKRIYAL, KATRA, JAMMU

SCHEDULE B CONTAINING GCC

- c. proportionate time i.e. 1/8th of work in 1/4th of time, ¼ of the work in ½ of time and ¾ of the work in ¾ of time. In case of failure on part of the "Vendor" to give proportionate progress in proportionate time then the "Client" on the advice of the Hospital Consultant / Divisional Manager, may recover by way of Interim Liquidated damages a token amount of Rs. 50,000/- (fifty thousand only) for every instance of delay in achievement of milestones as per the agreed Pert Chart during the progress of work. Deduction made for delay in achievement of any interim milestone, but covered up along with any subsequent milestone, shall be refunded. These amounts shall be deducted from the Interim/ Final bill or other Deposits/ guarantees etc. by the "Client", whose decision shall be final and binding.
- d. In addition to the above, for delays beyond the Completion Date, Liquidated Damages @ 1% of total Contract Sum per week of delay subject to maximum deduction of 10% of Contract Sum shall be levied on the "Vendor"
- **53.** Successful tenderers should give pre-alert intimation prior to shipment notifying both the nominated clearing agents as well as the Client.
- **54.** The supplier shall furnish the following certificate to the designated representative of the Client along with each bill for payment for supplies made against in Rate Contract Tender.
 - "I/We certify that the Stores of description identical to the Stores supplied to the Client under the contract against Tender herein have not been offered / sold by me / us to any other person / organization / Institution upto date of bill / the date of completion of supplies against all supply orders placed during the currency of the tender / rate contract at the price lower than the institute under contract /against tender".
- **55.** The supplier shall furnish a list of organizations where the equipment, in question, has / have been supplied with the period during the last one year.
- **56.** The terms of payment shall be done by Running Account Bills.
- **57.** The Final Bill should be raised within one month of completion of the work. Payment shall be made through Cheque.

KAKRIYAL, KATRA, JAMMU

SCHEDULE B CONTAINING GCC

- **58.** Taxes shall be deducted, as applicable, at source in accordance with the statutory requirements from all payments made to the Contractor.
- 59. Insurance: Workman compensation, third party insurance, CAR policy including the earthquake risk coverage. Copies of all relevant documents to be submitted to the "Client" within one week of the start of the project. The entire equipments shall be insured by the contractor till it is handed over to the Clients.
- **60. Equipment Insurance:** The entire equipment shall be insured by the vendor at their cost and the insurance shall be till the time the equipment is taken over by the "Client"
- 61. Hospital scope of work: Electrical power supply cables with in the OT area will be of low leakage fire retardant type and will be housed and clamped in proper metal conduits. Separate earthing point as per standards to be provided for each operation theatre.
- 62. The "Vendor" shall be responsible for the payment of contribution etc. under any Central, State, Local Legislation applicable to the persons engaged as aforesaid i.e. Contribution towards ESI, Provident Fund etc. If any time, any liability or obligation (Financial or otherwise) is imposed upon the "Client" under the provision of any legislation or any enactment and/or schemes, rules, regulation, by laws framed there under such amount shall be recovered from the "Vendor"s dues.

Copy of air-conditioning contractor's duct layout drawings will be submitted to the firm who will win the contract. AC duct layout will be provided (only top plan) for air-conditioning ducting and electrical within the theatre for proper functioning of these services. The outer wall of the operation theatre will be constructed using brick and mortar and will be 9 inches thick and inner surface plastered.

Sub-flooring in the operation theatre will be dry, clean and free from dust, paint, oil, grease, curing agents, parting compounds, surface hardness, sealer, solvents asphalt and other extraneous material. Sub-floor will be smooth and flat with a maximum variation of 3 mm in 3 M area. Cracks and any irregular surface will be patched and leveled. New concrete will be properly cured. Sub-floor will be completely dry

KAKRIYAL, KATRA, JAMMU

SCHEDULE B CONTAINING GCC

(humidity level of less than 25%) prior to installation of the conductive / anti-static flooring.

All Electrical and civil work related to installation of pre fabricated OT will be in scope of the Hospital. Drawings for the same must be submitted by the successful bidder after award of contract.

If any damage to wall, surface, floor etc is done by the contractor. The client shall deduct the cost of all such repairs from the payments due to the contractor.

The contractor should see all the area designated for construction of Modular OT's before filling the Tenders and all works not mentioned in BOQ but requires by the Tendering for erection commissioning and testing of equipment shall be considered as added/included in the bid.

KAKRIYAL, KATRA, JAMMU

DEFINITIONS

DEFINITIONS

In the Contract following words and expressions shall have meanings hereby assigned to them, except where the context otherwise requires (in alphabetical order)

- APPROVED EQUAL: "Approved Equal" shall mean an alternative product/ service approved by Client on recommendation of Divisional Manager / Hospital Consultant as equivalent to that specified in the Contract Documents.
- 2. APPROVED/APPROVAL: "Approved" means approved in writing by the Divisional Manager / Hospital Consultant including subsequent written confirmation of previous verbal approval.
- 3. ARCHITECT: "Architect / Engineering Consultant" means M/s Shri Mata Vaishno Devi Institute of Medical Excellence or in the event of it ceasing to be the Architect for the purpose of this Contract, for whatever reasons, such other Person, Firm or "Client" as the "Client" may nominate for the purpose.
- 4. CLIENT: "Client" means Shri Mata Vaishno Devi Institute of Medical Excellence, in short SMVDIME, having its office at Kakriyal, Katra, Jammu, represented by any Person/s or "Client" authorized by the "Client".
- 5. CONTRACT SUM: Shall mean the sums referred to in the Contract Documents for the Contractor's performance of the Work. The Contract Price is inclusive of all taxes, including service tax, sales tax/VAT, entry tax, Octroi, transportation, works contract tax, insurance premiums, contributions towards employees benefits including ESI and PF and all other statutory taxes and levies if any applicable to the contractors/workers etc., and the "Client" shall not be responsible in any way whatsoever to pay for the same. The Contract Price shall also include the Contractor's establishment, infrastructure, overheads and all other charges, and shall generally be inclusive of every cost and expense required by the Contract to be borne by the Contractor and necessary for the proper execution and successful completion of the Work under the Contract, in conformity with the Contract Documents and the best engineering and construction practices and to the satisfaction of the Architect, Divisional

KAKRIYAL, KATRA, JAMMU

DEFINITIONS

Manager, Engineering Client's Representative and the "Client". The Contract is neither a fixed lump sum contract nor a piece work contract, but is an item rate contract to carryout the Work according to the actual measured quantities at the rates contained in the schedule of rates and probable quantities as provided in the Bill of Quantities with Detailed Specifications. The Contract Price shall not exceed as indicated in the Letter of Intent/Work Order, amounts in excess of this number, not approved in advance by the "Client's" Representative shall be at the Contractor's expense. The Contractor has to closely monitor the quantities and cost and obtain an Approval from the "Client" through Divisional Manager Engineering well in advance for any change outside the scope of the Work which would cause the cost of the Work to exceed the Contract Price as indicated in the Letter of Intent. Prices will be firm until the end of the contract. No escalation in price shall be allowed for any reason whatsoever during the period of the Project.

- 6. CONTRACT: The "Contract Documents" consist of the Notice Inviting Tenders, the Agreement between Shri Mata Vaishno Devi Institute of Medical Excellence and the Contractor, the General Conditions of Contract, Specifications, the Drawings, Schedule of Quantities, Schedule of Fiscal Aspects and relevant correspondence including all modifications thereof incorporated in the documents before their execution. Shri Mata Vaishno Devi Institute of Medical Excellence means on whose behalf tenders are invited and include its successors permitted assigns and Legal authorized representatives.
- 7. CONTRACTOR: "Contractor" means the person, firm or "Client" whether incorporated / registered or not, employed as Contractor by Shri Mata Vaishno Devi Institute of Medical Excellence for undertaking the works and shall include the Contractor's legal and authorized representatives, successors and permitted assigns.
- 8. CONTRACTOR'S REPRESENTATIVE: The Contractor's Representative shall mean the person or party duly appointed by the Contractor, to act for and on its behalf on a day-to-day basis during the construction of the Work and the Project. Any action to be taken by the Contractor may be taken on the Contractor's behalf by the Contractor's Representative. The Contractor's

KAKRIYAL, KATRA, JAMMU

DEFINITIONS

Representative shall be considered a "key person" for purposes of Section 6 of the General Conditions of Contract.

- 9. DRAWINGS: "Drawings" means the drawings referred to in the specifications and any modifications of such drawings or such other drawings as may be from time to time be furnished or approved in writing by Divisional Manager, Copyright and intellectual property right in all drawings prepared specifically under the contract. The contractor shall not, without the prior written consent of Shri Mata Vaishno Devi Institute of Medical Excellence, use or publish for any purpose whatsoever, any information.
- 10. FORCE MAJEURE: Force Majeure are risks due to riots (otherwise than among Contractor's employees) and civil commotion (in so far as both these are uninsurable), war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, insurrection, military or usurped power, an act of Government, an act of God, such as lightening, unprecedented floods, tornado, and damage from aircraft.
- 11. HOSPITAL CONSULTANT: "Hospital Consultant " means M/s Astron Hospital and healthcare Consultants pvt Ltd or in the event of it ceasing to be the Hospital Consultant for the purpose of this Contract, for whatever reasons, such other Person, Firm or "Client" as the "Client" may nominate for the purpose.
- **12. ITEMS OF WORK FOR COMPLETION:** The Contractor is bound to carry out any items of work necessary for the completion of the Work even though such items of work may not be expressly described in the Contract Documents.
- **13. MONTH:** "Month" means English Calendar month. "Day" shall mean a calendar day of 24 hours each.
- 14. NOMINATED SUB-CONTRACTOR: "Nominated Sub-Contractor" refers to those specialists, tradesmen and others, nominated by <u>Divisional Manager</u> for executing special works or supplying special equipment or materials, for which provisional sums are included in the Contracts. Such agencies shall be deemed to have been employed by the Contractor.
- 15. DIVISIONAL MANAGER (Engineering): the Divisional Manager Engineering or such other authorized person, recommended by the "Client"

KAKRIYAL, KATRA, JAMMU

DEFINITIONS

Shri Mata Vaishno Devi Institute of Medical Excellence for the purpose. The Divisional Manager shall be authorized to represent and act on behalf of the "Client" on a day-to-day basis during all packages of construction of the Project. All communications, approvals and decisions to be taken in connection with the Architect's Services shall be channeled through the Divisional Manager.

16. RECORDS AND AUDITS: The contractor shall keep books and records to "Client's" and Divisional Manager's satisfaction, in such a manner, as to enable Shri Mata Vaishno Devi Institute of Medical Excellence to carry out effective technical and financial control.

KAKRIYAL, KATRA, JAMMU

PERFORMA FOR CONTRACT PERFORMA FOR CONTRACT)

(To be executed on NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

WHEREAS

The "Client" is desirous of being provided and having executed certain works relating to installation of MODULAR OPERATION THEATRE mentioned, or referred to in the Tender Documents including General Conditions of Contract, Conditions for installation of MODULAR OPERATION THEATRE works, Specifications, Drawings, Schedule of Rates, various Minutes of Meetings and other documents as called for in the Tender.

The Vendor has inspected the Site and surroundings of the Work Site specified in the Tender Documents and has satisfied himself by careful examination before submitting the Tender as to the nature of the Site, local conditions, the quantities, nature and magnitude of the Works, availability of labour and materials necessary for the execution of Work, the means of access to Site, the supply of power and water thereto and the accommodation he may require and has made local and independent enquiries and obtained complete information as to the matters and things referred to, or implied in the Tender Document or having any connection therewith, and has considered the nature and extent of all probable and possible situations, delays, hindrances or interferences to or with the execution and completion of the Works to be carried out under the Contract and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and auxiliary thereof affecting the execution and completion of the Works and which might have influenced him in making his bid.

KAKRIYAL, KATRA, JAMMU

PERFORMA FOR CONTRACT

NOW THIS CONTRACT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

- 1. In consideration of the payment to be made to the "Vendor" for the work to be executed by him, the "Vendor" hereby covenants with the "Client" that the "Vendor" shall and will duly provide, execute and complete the Works and shall do and perform all other acts and things in the Contract, mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the Works and at the times and in the manner and subject to the terms and conditions or stipulations mentioned in the Contract.
- 2. In consideration of the due provisions, execution and completion of the Work, the "Client" does hereby agree to pay the "Vendor" the Contract Sum in proportion to the work actually done by him and approved by the "Client" is Hospital Consultant, such payment to be made at such time and in such manner as provided for in the General and Special Conditions of the Contract.
- **3.** The following documents shall be deemed to form and be read and construed as part of this Contract in the following order of precedence:

b. The Letter of Intent dated containing various references.

a. Notice inviting Tender

h. Technical Specifications

c.	Clarifications on tender for Modular Operation Theatres issued by M/s
	Astron Hospital and Healthcare Consultants Pvt Ltd, New Delhi-110 070. on
	vide Annexure,
d.	The various Tender Correspondence
	i. M/s letter no dated
	ii. M/s letter no dated
	iii. Minutes of meeting dated
e.	M/s letter no dated
f.	Final offer vide no dated
g.	Bill of Quantities

i. List of Milestones for the project with schedule chart.

KAKRIYAL, KATRA, JAMMU

PERFORMA FOR CONTRACT

4. Following conditions shall be deemed to form and be read and construed as part of this Contract.

a. Schedule of Rates:

- i. This is an item rate Contract and each payment shall be made as per the certified approved bill for Work done in such bill. The "Vendor" will raise running bills as mentioned in the schedule of fiscal aspects, which amount shall be certified by the Hospital Consultant. Cumulative Final bill shall be submitted at the end of the Work.
- ii. The estimated value of the Contract based on the priced bill of quantities is Rs. _____ (Rupees _____ only) inclusive of all taxes and Government levies, material, labour, transportation, approvals for completion of the Work as quoted ("Contract Sum")
- iii. The Contract Sum shall also include the "Vendor"s establishment, infrastructure, overheads and all other charges, and shall generally be inclusive of every cost and expense required by the Contract to be borne by the "Vendor" and necessary for the proper execution and successful completion of the Work under the Contract, in conformity with the Contract and the best engineering and construction practices and to the satisfaction of the Hospital Consultant, Architect, Divisional Manager, "Client's" Representative and the "Client".
- iv. The rates and prices for items of Work shall be firm till completion of the Work and shall not be subject to escalation during the currency of the Contract. It is also understood that if the scope of Work is reduced or increased for any reason there shall be no change in the rates for the various items of Work.
- v. The "Vendor" shall be entitled to payment, in Indian Rupees, of no more than the Contract Sum, in consideration of the Work performed and completion of the Work. The "Vendor" understands and agrees that the amount payable is assessed on a measurable basis in accordance with the Contracted Rates. However, the Contract Sum may be altered on account of a change order.

KAKRIYAL, KATRA, JAMMU

PERFORMA FOR CONTRACT

b. Taxes, Duties etc.:

The Contract Sum shall be deemed to include excise duty, sales tax/value added tax including sales tax/value added tax on works contracts tax, Service tax, octroi/entry tax, all insurance cover and all other applicable taxes, duties and levies. The "Client" shall not entertain any claim whatsoever on this account and rates for items of Work shall remain firm during the currency of the Contract under what so ever condition. The "Vendor" shall not be entitled to any additional payment due to their not inquiring about taxes etc.

However, all payments to the "Vendor" shall be subject to the applicable tax deduction at source and such other statutory liabilities as may be imposed by any law in force during the currency of the Contract. In the event the "Client" is required to pay amount for which the "Vendor" is liable or which the "Client" is liable to pay pursuant to any act or omission of the "Vendor", the "Client" shall be entitled to deduct such amount from the Contract Sum due & payable to the "Vendor" under this Contract.

The "Vendor" shall also co-operate with and render all necessary assistance to the "Client" to enable the "Client" to avail of Modvat facility and/or recovery of other indirect taxes, duties and the likes.

c. Period of Completion:

The Work under this Contract will be completed in all respect in accordance with the terms and conditions of this Contract on or before 03 months

d. Condition of Contract

This Contract shall be governed by the General conditions of contract and other contract clauses except for only those mentioned herein. As such LOC / Letter of award, this contract, the "Vendor's" letters together with General Conditions, Specifications and Bill of Quantities and tender drawings shall form the part of the contact.

e. Penalty for late completion:

i. The "Vendor" shall be allowed admittance to the site on the Date of commencement as stated and shall thereupon and forthwith begin the works and shall regularly proceed with and complete the same on or before the date of completion as stated. The completion schedule of

KAKRIYAL, KATRA, JAMMU

PERFORMA FOR CONTRACT

the entire work covered under the Tender shall be limited to a period as specified. The "Vendor" shall submit a master network in line with the above time schedule. The network shall clearly indicate major key events (milestones) in areas like "Vendor" mobilization of men, material and other resources at site or at factory, start of work, completion of various intermediate stages of work and finally the completion of entire work etc. The "Vendor" shall also furnish a work plan along with the tender offer, for execution of the work as envisaged by him along with methodology of construction, shop drawings wherever required, proposed deployment of manpower and the equipment proposed to be brought from other works/ newly purchased, their present deployment & the period by which equipment will be available at the site of works etc.

ii. The "Vendor" shall submit a detailed network of all activities pertaining to the work based on "CRITICAL PATH METHOD" within 15 days after the issue of award letter. This detail network shall be discussed and strictly adhered to. Such agreed network shall form a part of the contract and the entire "Vendor's" activities shall be performed strictly in accordance with such agreed network. The time being the essence of Contract, the "Vendor" will adhere to time and progress chart and will give proportionate progress in proportionate time i.e. 1/8th of work in 1/4th of time, 1/4 of the work in 1/2 of time and 3/4 of the work in 3/4th of time. In case of failure on part of the "Vendor" to give proportionate progress in proportionate time then the "Client" on the advice of the Hospital Consultant / Divisional Manager, may recover by way of Interim Liquidated damages a token amount of Rs. 50,000/- (fifty thousand only) for every instance of delay in achievement of milestones as per the agreed Pert Chart during the progress of work. Deduction made for delay in achievement of any interim milestone, but covered up along with any subsequent milestone, shall be refunded. These amounts shall be deducted from the Interim/ Final bill or other Deposits/ guarantees etc. by the "Client", whose decision shall be final and binding.

KAKRIYAL, KATRA, JAMMU

PERFORMA FOR CONTRACT

iii. In addition to the above, for delays beyond the Completion Date, Liquidated Damages @ 1% of total Contract Sum per week of delay subject to maximum deduction of 10% of Contract Sum shall be levied on the "Vendor"

f. Payment Terms:

All payments shall be released as per the schedule of fiscal aspects of the Contract and other terms and conditions of the Contract

g. Site Supervision:

The "Vendor's" Representative & engineers shall remain at the Site during the entire period of the execution of Work and shall co-ordinate and supervise the Work and will be responsible for day-to-day execution and take Site instructions from the Divisional Manager. The "Vendor"s Representative would be Mr.______ or such other person as may be notified by the "Vendor" to the "Client" and Divisional Manager and Hospital Consultant from time to time.

h. Other Conditions:

- i. The "Vendor" shall arrange to take-up a CAR policy that shall be operated till the work is complete. A copy of the same will be provided immediately to the "Client", <u>Divisional Managers</u> and Hospital Consultants.
- ii. The "Vendor" shall procure at its own expense a comprehensive insurance policy to cover its workers and provide evidence to the "Client" to this effect. In the event of any accident covered by insurance, the "Vendor" shall replace the equipment/material, do the installation and pay compensation to the employees and other personnel without waiting for payment due to be received by the "Vendor" from the underwriters. The "Vendor" shall also take third party insurance as per the Tender documents.
- iii. The documentary proof of deposit of ESI, PF & other statutory liabilities shall be submitted along with each running account bill on monthly basis. Payments will be made by the "Client" only after its verification.

KAKRIYAL, KATRA, JAMMU

PERFORMA FOR CONTRACT

- iv. The "Vendor" shall be responsible for the payment of contribution etc. under any Central, State, Local Legislation applicable to the persons engaged as aforesaid i.e. Contribution towards ESI, Provident Fund etc. If any time, any liability or obligation (Financial or otherwise) is imposed upon the "Client" under the provision of any legislation or any enactment and/or schemes, rules, regulation, by laws framed there under such amount shall be recovered from the "Vendor"s dues.
- v. The "Vendor" shall ensure that the workers employed by them shall abide by the safety stipulations and other rules enforced by the "Client's" Management and observe discipline.
- vi. The work shall proceed in accordance with the drawings issued by Architect / or Project Manger. In case of any dispute, the instructions of our Site Engineer / Divisional Manager shall be final and binding.
- vii. The "Vendor" shall take necessary work permits as required under various concerned authorities before starting the work, e.g. for welding for operating DG Sets etc.
- viii. The "Vendor's" material shall enter/leave the premises from the material gate only, where the "Client's" Security Personnel would register the movements of material.
- ix. The terms & conditions as agreed and specified in the LOI shall be applicable. Specifications, Terms & Conditions not specified herein shall be as per tender documents.

i. Storage and Custody:

The "Client" will provide suitable open space for storage of all material/equipment. The "Vendor" shall set up suitable stores at its own cost and shall be responsible for the safe custody of the equipment/material in the premises till the entire tenure of the work.

j. Termination of Contract:

As per stipulations contained in the Contract.

k. Defect Liability:

KAKRIYAL, KATRA, JAMMU

PERFORMA FOR CONTRACT

The entire Work shall be covered by defect liability period, which will be a period of 24 months for all works as mentioned in the BOQ after getting the Completion Certificate of the work ("Defect Liability Period"). Any defects, other faults which may appear within this period arising out of poor quality of material or bad workmanship or otherwise, shall be rectified / replaced by the "Vendor" at its own cost at the direction of the "Client" / Hospital Consultant.

I. Records and Audits:

The "Vendor" shall keep records and audits to the "Client's" satisfaction, in such a manner, as to enable the "Client" to carry out effective financial control.

m. Notice:

Notice shall be duly served and delivered in person to the authorized representative of the party for whom it is intended, or if delivered at and a written delivery receipt obtained or sent by registered mail or e-mail to the last known business address of such party.

n. Water

"Vendor's" have to make their own arrangement for water if required by them for construction purpose during the installation of the machines, the cost of which shall be borne by the "Vendor".

4.15 Electricity

"Vendors" have to make their own arrangement for electricity to be used for construction purpose, the cost of which shall be borne by the "Vendor". The "client" would provide live electrical connections as and when the facility is prepared for it. Till that time the "vendor" would have to make their own arrangements of required for the same. The "clients would not be responsible for the payment for this.

In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract (Definitions).

The "Vendor" hereby agrees to commence the work with in Fifteen days of issuance of Award of Work and shall complete the entire works within 03 months

The "Client" has accepted the tender of the Tenderer for the provision and the execution of the said Works for the Contract Sum upon the terms and subject to the Conditions of Contract.

KAKRIYAL, KATRA, JAMMU

PERFORMA FOR CONTRACT

IN WITNESS WHEREOF the parties present hav	e executed these on the day, month and
year first above written.	
Signed and Delivered	Signed and Delivered
for and on behalf of	for and on behalf of
"CLIENT"	"VENDOR"
Date:	Date:
Place:	Place:
IN PRESENCE OF TWO WITNESSES	
1.	2.

KAKRIYAL, KATRA, JAMMU

PROFORMA OF BANK GUARANTEE FOR PERFORMANCE BOND

PROFORMA OF BANK GUARANTEE FOR PERFORMANCE BOND.

(To be executed on NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

Bank Guarantee No
Date:
o:
he Director,
hri Mata Vaishno Devi Institute of Medical Excellence, Kakriyal, Katra,
ammu
dia
ear Sir,
consideration of Shri Mata Vaishno Devi Institute of Medical Excellence , having its entral office at Kakriyal, Katra, Jammu, (hereinafter referred to as the "CLIENTS" which expression shall unless repugnant to the context include its successors in interest and esigns) having entered into a contract dated (hereinafter called the CONTRACT" which expression shall include all the amendments thereto) at ith India (hereinafter referred to as the ""VENDOR"
which expression unless repugnant to the context or meaning thereof, shall include its
uccessors, administrators, executors and assigns) and such contract having been signed
nd accepted by the "Vendor" at for project (scope of work r a value of Rs
ND WHEREAS under the terms of the said contract, the "Vendor" is required to submit a
erformance guarantee for the due, punctual, satisfactory and faithful performance of the
ntire contract to the context of % of the contract price.

KAKRIYAL, KATRA, JAMMU

PROFORMA OF BANK GUARANTEE FOR PERFORMANCE BOND

1.	We (BANK NAME AND ADDRESS) (hereinafter referred to as the "Bank") hereby agree, guarantee and undertake that we shall forthwith, immediately upon receipt of written intimation/demand/letter/claim from you viz., Shri Mata Vaishno Devi Institute of Medical Excellence, addressed to the Bank, pay to SHRI MATA
	VAISHNO DEVI INSTITUTE OF MEDICAL EXCELLENCE without any deduction,
	reservation, protest, demur, delay or reference to M/s the aforesaid
	sum of Rs(RupeesOnly)
	irrespective of and notwithstanding any dispute or demand to the contrary made/raised by the "Vendor".
	We further undertake and agree that we shall make payment to you of the aforesaid amount of Rs(RupeesOnly), within seven days upon demand being made, as aforesaid, without in any manner referring to, or seeking consent of or instructions from the "Vendor" and without in any manner, explicitly or
	by conduct, issuing notice of our intent to honour our commitment under this guarantee or on the issue of any instructions to the contrary issued by the "Vendor".
	Any such demand made by the "CLIENTS" on the Bank shall be conclusive and binding notwithstanding any difference between the "CLIENTS" and the "Vendor" or any dispute pending before any Court, Tribunal, Arbitrator or any other authority or any instructions, letter contrarily issued by the "Vendor".
2.	The "Client" shall have the fullest liberty, from time to time, without in any way affecting the liability of the Bank under this Guarantee to extend the time for
	performance of the Contract by the "Vendor", or vary the terms of the Contract, also
	to postpone, from time to time, the exercise of power vested in them or of any right
	which they might have against the "Vendor" and to seek compliance with any
	covenants contained or implied in the Contract between the "Client" and the "Vendor"
	or any other course or remedy or security available to the "Client". Notwithstanding
	any such extension or variation, the Bank shall not be released of its obligations as
	assumed under these presents by the exercise by the "Client" of any liberty with
	reference to matters aforesaid or any of them or by reason of any act or forbearance
	or other acts of "Client" or any other indulgence shown by the "Client" to the "Vendor". We agree that irrespective of such extension of time or variation in

contract, our liability to pay the aforesaid amount of Rs. _____/- (Rupees

KAKRIYAL, KATRA, JAMMU

PROFORMA OF BANK GUARANTEE FOR PERFORMANCE BOND

_____ only) without demur, objection shall continue to remain unaltered, enforceable and valid.

- 3. The Bank further clarifies that this Guarantee also covers all claims, demands, proceedings, losses and damages that may be caused to or suffered by you in relation the performance of "Vendor" by reason of any default or defaults on the part of the said "Vendor" in the due supply of plant, machinery or equipment supplied by it or for carrying out any works or discharging any obligation under the said Contract or otherwise in the observance and performance of any of the terms and conditions relating thereto and in the event of any default or defaults on the part of the said "Vendor" as aforesaid, to be due from the said "Vendor" on account of your losses and /or damages, costs, charges or expenses by reason of such default or defaults on the part of the "Vendor" as aforesaid.
- 4. The Bank further agrees that the "Client", at its option, shall be entitled to enforce this Guarantee against the Bank, without in the first instance proceeding against the "Vendor" or making any demand upon the "Vendor" to pay and notwithstanding any security or any other amount held by the "Client" or any other Guarantee that the "Client" may be possessed of in relation to the "Vendor"'s liabilities, either in relation to this agreement or otherwise and our liability to make unconditional payment on demand by the "Client" shall not be affected or diluted and shall remain valid, enforceable and unaltered.
- 5. We further agree that this guarantee shall not be affected by your taking or varying or giving up any securities or guarantees from the said "Vendor" or any other person, firm or "Client" on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the said "Vendor" or due to any change in our constitution or that of the "Vendor".
- 6. We further undertake not to revoke this guarantee during the period of its validity viz., till the "Client" discharges us, in writing, as aforesaid, notwithstanding any dispute, difference between the "Vendor" and ourselves and our bankers' lien either general

KAKRIYAL, KATRA, JAMMU

PROFORMA OF BANK GUARANTEE FOR PERFORMANCE BOND

or particular in relation to the "Vendor" shall not include the amount guaranteed to the "Client" under this guarantee.

This Bank Guarantee period expired i.e. up		ys from the date when def	ects liability
Dated this the	day of	2008.	
Signed and delivered for a	nd on behalf of above na	amed Bank	
		For & c	on behalf of
		(Ban	ker's Name)
		Bran	ch Manager
		(Ba	nker's Seal)
			Address.

KAKRIYAL, KATRA, JAMMU

PROFORMA OF BANK GUARANTEE AGAINST MOBILIZATION ADVANCE

	I

KAKRIYAL, KATRA, JAMMU

PROFORMA OF BANK GUARANTEE AGAINST MOBILIZATION ADVANCE

KAKRIYAL, KATRA, JAMMU

PROFORMA OF BANK GUARANTEE AGAINST MOBILIZATION ADVANCE

_	
•	
-	

KAKRIYAL, KATRA, JAMMU

ANNEXURES

ANNEXURE A

Check list for Documents to be submitted

(To be filled by the bidder and submitted along with the technical bid)

- 1. Certificate for being in business for more than 2 years
- 2. Certificate of ownership of the firm
- 3. Letter of authority to sign on behalf of the owners of the Firm
- 4. Statement of financial standing from bankers
- 5. Statement of turnover/annual report for each of the last three years attached
- 6. List of materials confirming to the specifications.
- 7. In absence of the above, the items along with their specifications should be quoted.
- 8. Performance report and List of organization supplied with similar equipment
- 9. Rates quoted included all taxes/Rate is a CIF
- 10. Rates quoted as per tenders specifications
- 11. Authority letter from manufacturer / principal enclosed if applicable
- 12. Affidavit that the firm has not been black listed in the past by any hospital
- 13. Affidavit that the firm has no vigilance case/CBI case pending against him/supplier
- Quotation being submitted directly by the manufacturer or authorized distributor
- 15. Quality assurance certificate like ISI, ISO-9002, IP/BP or any other, please specify for the equipments being offered
- 16. Bid Security / EMD amount enclosed
- Tender document fee if tender is downloaded from the web site, placed separately from the EMD

KAKRIYAL, KATRA, JAMMU

ANNEXURES

- 18. Literature of original catalogue of the product attached for reference
- 19. Guarantee / Warranty period certificate as per GCC
- 20. No. of visits to be done in each year of AMC for preventive maintenance in addition to break down maintenance calls as and when required. Nothing extra shall be payable on this account.
- 21. Mechanism for complaints redresal:-
- 22. Nearest service centre.

(NAME OF THE BIDDER)
WITH SIGNATURE & SEAL

KAKRIYAL, KATRA, JAMMU

ANNEXURES

ANNEXURE B

PROFORMA OF TECHNICAL COMLIANCE TO BE ENCLOSED WITH TECHNICAL BID

TENDER NO.& NAME

Serial No. of Instrument/ Equipment as per enclosed Specification of tendered item	Model No./cat No of item offered	Full specification of quoted model	Remarks
1	2	3	4

Signature of Tenderer

Name

Designation Seal

Dated

Note:

Please highlight & serialize the specifications of the items in original catalogue

KAKRIYAL, KATRA, JAMMU

ANNEXURES

ANNEXURE C

FORMAT FOR DECLARATION OF CURRENT AND EXECUTED WORKS IN PAST 5 YEARS

(Declaration disclosing all works for which the contractor has already entered into contract)

S. No.	Name of work & location	Value work	of	the	Value of work that remains to be executed	Any disputes pending

Certified that the above information is true to the best of my/our knowledge.					
PLACE:	SIGNATURE OF THE TENDERER				
DATE:	WITH SEAL AND ADDRESS				
Signature of Tenderer					
Name					
Designation					
Seal Dated					

KAKRIYAL, KATRA, JAMMU

ANNEXURES

ANNEXURE - D

QUALITY ASSURANCE FOR MODULAR OPERATION THEATRES

Details of availability for

Decails of availability i	Air Velocity Test	Pressure Drop Test	Noise Level Test
3rd party inspections conducted in the past	YES / NO	YES / NO	YES / NO
Details of sites where tests carried out			
Availability of tools and instruments	YES / NO	YES / NO	YES / NO

KAKRIYAL, KATRA, JAMMU

ANNEXURES

ANNEXURE E

PROFORMA OF FINANCIAL BID: TO BE ENCLOSED WITH FINANCIAL BID

Serial No. of	Model	Name/Items	Principle	Rates			TAXES			Qty	Rates of	Total cost
Instrument &	No./Cat	with full	manufacturing co.	exclusive of all							AMC as	inclusive of all
Equipment as	No.	specification	name & Origin of	taxes & duties							applicable	taxes & duties
per		etc.	Country	F.O.R.							Total cost	for the
Specification				destination.							inclusive of	packing unit
											all taxes for	offered
											3 rd , 4 th & 5 th	F.O.R.
											Yr.	destination
												including CIF
												(excluding
												AMC)
					Excise	State	Central	Custom	Others			
					Duty	Sales	Sales	Duty				
						Tax	Tax					
					(a)	(b)		(d)	(e)			
							(c)					
1	2	3	4	5			6			7	8	9

Signature of Tenderer

Name

Designation

Seal

Dated

KAKRIYAL, KATRA, JAMMU

ANNEXURES

NOTE:

- (a) Rates quoted must be mentioned after deduction of all rebates. Any rebates mentioned separately will not be considered. Other charges, taxes, Custom duty etc. as applicable must be added. Rates must be F.O.R. destination.
- (b) For comparison total cost (as per column 9) including AMC rates (Column No. 8) will be considered.

KAKRIYAL, KATRA, JAMMU

ANNEXURES

ANNEXURE F

LIST OF APPROVED MAKES

Sr. No	List of Items	Approved Makes of Items
1.	OT Hermetically Sealed Door	METAFLEX / TRILUX / WALDOOR / AKC-CZECH /SDH-ITALY
2.	OT Air Ceiling System /Plenum	TRILUX / VOKES AIR / ATEX / MAQUET / AKC-CZECH / SDH-ITALY
3.	OT Conductive Tile Flooring	GERFLOR - GERMANY / JAMAICA / TARKETT / ARMSTRONG - USA / LG
4.	Stainless Steel Surgical Scrub Sink	AVALO / GASTROMETAL / TM/BIOMED / TRILUX / HOSPITRACK / AKC-CZECH / SDH-ITALY
5.	Service Area Valve Service Unit	BEACON MEADES / PENLON / BIOMED / TRILUX / HOSPITRACK / VOKE / DRAEGER MEDICAL-GERMANY
6.	Operating Light LED type	TRILUX / ATEX / MAQUET / DRAEGER MEDICAL-GERMANY / STRYKAR
7.	OT Surgeon Control Panel	PENLON / BIOMED/TRILUX / HOSPITRACK / BIOMED / VOKES AIR / AKC-CZECH / SDH-ITALY
8.	Surveillance Video Camera	TRILUX / ATEX / MAQUET / SONY / PANASONIC
9.	EGP Sheets	TATA / SAIL / ARECELOR MITTAL / BHUSHAN STEEL / JINDAL / ESSAR

KAKRIYAL, KATRA, JAMMU

ANNEXURES

10.	Antibacterial Paint	LIQUID PLASTIC / SSK / STERIDEX
11.	Clean Room Luminaries	TRILUX / VOKES AIR / ATEX / MAQUET / AKC-CZECH/SDH-ITALY

Note: There shall be no variation in make, specifications and brand, unless otherwise approved by The Director, Shri Mata Vaishno Devi Institute of Medical Excellence whose decision shall be final

.

KAKRIYAL, KATRA, JAMMU SCHEDULE OF FISCAL ASPECTS

SCHEDULE OF FISCAL ASPECTS

Common compant of words	The week shall commence within 45 days of
Commencement of work	The work shall commence within 15 days of
	issuance of LOI (Letter of Intent) / Letter of Award
	by Shri Mata Vaishno Devi Institute of Medical
	Excellence as per clause 15 of the GCC
Earnest Money	Rs. One lacs fifity thousand only (Rs. 1,50,000
	only) in the form of CDR/FDR in favour of Director ,
	Shri Mata Vaishno Devi Institute of Medical
	Excellence of any nationalized bank payable at
	Jammu as per clause 14 of Notice Inviting
	Tenders.
Mobilization Advance	No Mobilization Advance
Performance Bond	For the value of 10% (ten percent) of the contract
	value in the form of bank guarantee of any
	nationalized bank to be submitted up on issuance of
	the NOA and valid up to 180 days after the DLP, in
	approved format as acceptable to Shri Mata
	Vaishno Devi Institute of Medical Excellence
	as per clause 22 of GCC.
Interim Bills	One bill per month subject to work done certified
Intellin bills	'
	amount of not less than 30% of the contract
	amount addressed to Shri Mata Vaishno Devi
	Institute of Medical Excellence. The bills in
	quadruplicate shall be submitted to the Divisional
	Managers Engineering along with all supporting
	documents. The date of receipt of the bills shall be
	the date when all supporting documents of the bill
	are submitted as per clause 18 of GCC.
Running Bill Certification	The Running Bill Certification of Running Account
	Bills will be certified by the Divisional Manager
	within 15 working days from the date of the bill
	submitted with all clarifications requested by the
	<u>Divisional Manager</u> and the "Client's"
	Representative. The Contractor shall be paid by
	the Shri Mata Vaishno Devi Institute of Medical
	Excellence within 15 days of receipt of the
	<u>Divisional Manager's</u> certificate for payment.
	Note:- The Proof of deposits of ESI,PF & other
	statutory liabilities shall be submitted along with
	each running account bill on monthly basis
	clarifying the individual names and accounts for
	the man power/labours engaged for a particular
	month.
	These submittals will be verified/cross checked by
	Divisional Managers and forwarded Shri Mata
	Vaishno Devi Institute of Medical Excellence &
	only after its verification the actual payment will be
	only after its verification the actual payment will be

KAKRIYAL, KATRA, JAMMU SCHEDULE OF FISCAL ASPECTS

	released to the contractor as per clause 19 of GCC.
Retention Money	Deduction towards retention money shall be 10% of the value of work done in each interim bill up to a maximum of 5% of total contract value as per clause 21 of GCC.
Release of Retention Money	50% Retention money will be released after completion of the work, and the balance 50% retention money will be released 90 days after the expiry of defects liability period as per clause 21 of GCC.
Tax Deduction at Source (TDS)	Taxes shall be deducted, as applicable, at source in accordance with the statutory requirements from all payments made to the Contractor, as per clause 58 of GCC.
date of Completion of entire works	03 Months as mentioned in clause 46 of GCC
Liquidated damages/Milestones	Recovery by way of Interim Liquidated damages a token amount of Rs. 50,000/- (fifty thousand only) for every instance of delay in achievement of milestones as per the agreed Pert Chart during the progress of work. Deduction made for delay in achievement of any interim milestone, but covered up along with any subsequent milestone, shall be refunded. These amounts shall be deducted from the Interim/ Final bill or other Deposits/ guarantees etc. by the "Client", whose decision shall be final and binding as per clause 51 of the GCC.
Downtime penalty clause	During the Guarantee/warranty period, desired uptime of 95% of 365 days (24 hrs). If downtime exceeds 5%, SMVDIME shall be entitled to impose penalty equal to amount of 0.05% of the total cost of the equipment per day for the first seven days shall be payable by the vendor which will doubled on subsequent weeks along with extension of warranty period by the excess down time period as per clause 41 of GCC.
Defect Liability period	Twenty four Months from the date of Completion Where extended Guarantee periods are stipulated in the Contract Documents for particular parts of the Works, such as Equipments the Contractor shall furnish appropriate guarantees in approved formats for same before issuance of the Final Completion Certificate as per clause 41 and 43 of GCC.
Period of raising Final Bill	Within one month after completion of all works as per clause 57 of GCC.
Rate of items. non-tendered/extra items and quantities exceeding the BOQ/tendered quantities	As per clause 34 of GCC

KAKRIYAL, KATRA, JAMMU SCHEDULE OF FISCAL ASPECTS

Eligibility Criteria	The firm should have proper experience in the respective field as per clause 12 of Notice Inviting Tender.
Insurance	Workman compensation, third party insurance, CAR policy including the earthquake risk coverage. Copies of all relevant documents to be submitted to the "Client" within one week of the start of the project as per clause 59 of GCC.
Equipment Insurance	The entire equipments shall be insured by the contractor till it is handed over to the Clients as per clause 60 of GCC.
Contribution to the Central State Local Authority	The contractor shall alone be responsible for the payment of contribution etc. under any Central, State, Local Legislation applicable to the persons engaged as aforesaid i.e. Contribution towards ESI, Provident Fund etc. If any time, any liability or obligation (Financial or otherwise) is imposed upon <i>Shri Mata Vaishno Devi Institute of Medical Excellence</i> under the provision of any legislation or any enactment and /or schemes, rules, regulation, bye-laws framed there under such amount shall be recovered from the contractor's dues as per clause 62 of GCC.
Belated delivery	If the delivery is not effected on due date penalty will be imposed as per clause 17 of GCC as under: - a. First extension for one month or part thereof @ 1.5% of Contract sum b. Second extension for an additional month or part thereof @ 3% of contract sum.

KAKRIYAL, KATRA, JAMMU

SPECIFICATIONS

SPECIFICATIONS: Modular Prefabricated Operating Room System

Note: The vendors will have to work out on the quantity of the items as mentioned in the specifications and prepare the Bill of Quantities along with the price quote.

Technical Specifications and Conditions

Walls & Ceiling Construction:

The room wall should have two independent surfaces with a minimum opening in between. The external walls of the room will be constructed with solid bricks with cement plastering and the walls treated with antifungal/antibacterial/any special paint or wall treatment as advised by the vendor and are under the scope of client. The same should be done by the clients. The inner surface walls should be constructed with 1.6mm thick EGP sheet backed by 12-mm gypsum board these panels should have flame resistance to BS 1142 part 3. The inner surface walls should be fixed to the brick wall with essential supports. There should be minimum possible cavity/gap in between the solid and steel walls. The total distance between the inside and outside surfaces of the operating room should be variable to suit the architects' layout, but should be sufficient for the flush mounting of equipments. The individual wall panels should be spot welded together at regular intervals to render equal support to the panels. Spot welding should be properly ground to make the surface levelled. All joints should be filled with metal filler and sanded flush on site, ready to receive the plastic finish. Wall panel joints should be invisible after the final wall coating is applied. The cavity between the inner and outer walls should be left with minimum obstructions for the possible addition of equipment at a latter date and to enable services, pipes, conduits etc, to be run within the cavity. All wall-mounted equipment should be flush mounted and sealed into theatre. The wall panel design and construction should allow for the installation and support of all equipment and the provision of openings required for the installations, without affecting rigidity and strength. Access boxes should be fitted to the rear of all wall-mounted equipment to enable maintenance to be carried out from outside the operating room. All the sharp edges and corners should be in radius to avoid bacteria contamination. The internal surfaces of the room walls should be sprayed with water based liquid plastic, wall glaze or equivalent, approved by the architect, to a minimum dry film thickness of 300 microns. The plastic coating should overlap the floor covering, ceiling system and doorframes by 25mm to provide a continuous sealed surface. The plastic coating should be non-reflective and the colour should be submitted to the "Client" for approval. All the four corners should have return air duct outlets ,the grill of which should be made of MS steel ,duly powder coated with the colour choice to suit the hospital.

KAKRIYAL, KATRA, JAMMU

SPECIFICATIONS

Technical Specifications and Conditions

Hermetically Sealed OT Door with atomization:

The entire door should be duly CE / IS marked. It should be a Hermetically sealed single leaf Main door Size: 2100 x 1800 mm and Side door size: 1000x1800mm both with vision panel 300 x 300mm (glass sandwich – viewing glass in the door blade). Test certificate from the lab from the manufacturer's place for 99.99% hermetically sealing should be provided. The track should be an anodized aluminum profile and its running surface for the top rollers should be placed at an angle of 45°. The door blade should be suitably hung by means of hard plastic, top rollers with a double bearing, under the aluminum track to enable a smooth and silent running. The door opening and closing should be microprocessor – controlled and regulated with an electromechanical sliding door drive for automation of hermetically sealing sliding doors. It should have two switches for operation of door radar and passive infrared switches. To maintain sterility and the correct air pressure in the room, all doors into and out will be of the sliding, hermetically sealing type.

The door should be also be easily open able and closed by means of the special lever handle, which should be provided on both sides of the door blade in case of failure of automatic door opening mechanism. The door blade should be provided with a special rubber gasket, all around the door blade, a hermetic sealing is then realized. The hermetically closing should be 99.99986% air tight at pressure of 100 Pa. The opening must be three sided finished with 9mm board and finished on the visible side with 0.9mm, hard plastic laminate. The finished floor in the opening and in the sliding space must be level; maximum deflection should not exceed ± 1 mm. The door blade must be 60 mm thick and on both sides flush finished with hygienic hard plastic laminate. The door core should be made of CFC – free polyurethane, thickness 48 mm.

It should have lock for automatic sliding door.

The door must meet following specifications:

Doors should be wired to the current IEE regulations & BS7971 standard

Motor must be DC 24V 70W brushless DC motor

Noise level of movement should not be more than 60 decibel

Controller should be microprocessor based and must be CE marked.

Power efficiency should be 0.95 (in AC 100 V full load).

The track should be made up of single piece extruded aluminium

KAKRIYAL, KATRA, JAMMU

SPECIFICATIONS

Technical Specifications and Conditions

Compatible for operating environment temperature between -20 °C to +55° C.

Starting times must be able to regulate from 0.5 second to 23 second.

Slow speed: 20-120mm/sec and Starting speed: 20-220mm/sec.

Opening speed: 800mm/sec and Closing speed: 500mm/sec.

Pressure Relief Dampers:

Each Stabilizer should comprise of a carbon steel case and matching slip over rear flange. The carbon steel housing should contain up to four grade 304 stainless steel blades, which pivot upon sealed for life bearing assemblies. Balancing is to be carried out utilizing a proven balance weight assembly. The stabilizer should be manufactured and delivered pre set and locked to the required pressure differential. Individually balanced stabilizers should be accurate to a range of 1 Pascal over their working range of 5-35 Pa. Adjustment should be easily carried out on site should the need arise.

Air Ceiling Management System (complete):

It should be duly CE marked and comply with 93/42/EEC Medical Devices: General and should have CE no. Ceiling suspended horizontal medical supply unit. The system should be useful for laminar flow system in the OR. The aluminum-extruded profile should have an integrated double support rail at the bottom. Facilities for lighting, mains, extra low voltage, telephone/data and medical gases should be ready for connection at central incoming point on the horizontal profile. These facilities must be arranged in type, quantity and position according to customer's request. Connection of medical gases and electrical components to the hospital system is to be provided through the vertical aluminum suspension profiles. The system should be arranged in a square shape having size of 3mtr x 3mtr square.

It should have the following:-

8 x vertical suspensions inclusive heavy ceiling flanges and false ceiling covers

4 x profile corners 90°, revolving type

8 x indirect light 2x36W T8 with electronic ballast, external switch

12 m additionally medical rail 25x10mm at the inside of the system

Power sockets: delivery, installation and wiring of 20 nos. earthed electrical power sockets of 6 /16 amps distributed on all sides and one

KAKRIYAL, KATRA, JAMMU

SPECIFICATIONS

Technical Specifications and Conditions

40 amp industrial socket on each side.

Potential Equalization: delivery, installation and wiring of 24 nos. potential equalization socket.

Data- outlet: delivery and installation of 2nos. data socket RJ45 cat 6, wiring to be executed at site

Telephone-outlet: delivery, installation and wiring of 1 no. telephone socket RJ45 cat 5 on head side of the system.

Homogenous Low Turbulence laminar air flow system

It should be Ultra Clean Ventilation System with Unidirectional Flow. It should be draft-free with undisruptive noise level less than noise levels of \leq 45 to 48 dB(A) required by European standards. It should have minimal pathogen concentration (less than 10 CFU/m³) in the sterile field. It should have highly economical energy consumption from a very low pressure drop. There should be perfectly seamless integration of ceiling mounted equipment and OT Ceiling. It should be flexible and modular, adjustable to the local requirements .It should be made out of high quality and durable materials, filter housings and pressure chamber should be made out of high-end stainless steel (quality: 1.4301). The frame for the CG-Diffuser and the surrounding equipment are to be constructed from high quality, anodized aluminum profiles.

The air velocity should be 0.25 m/s and should have air volume (in flow) of 5440 m³/h. It should have aerosol port for pressure differences measurement. It should have separate seal leak test ports for each minipleat Hepa- filter (in conjunction with test groove). Laminar air flow should not be a grouping of filter housings plus a perforated plate.

Filter technology: The filter and laminar air flow ceiling should be from same manufacturer. It should have a low pressure drop allowing for the long-term usage of the HEPA Miniplet H13 filters. It should have demonstrable filter efficiency guaranteed at 99.95%. It should have minimal pressure drop of 93 mm. H 13 filters should be only approx. 60 Pa. at an airflow of 1000 m3/hm3. It is mandatory to have test certificate for the filters from the original manufacturer of filter and laminar air flow system. Filter should be according to EN 10204 ("ULPACAT-Test"). It should be protected on both sides against inadvertently touching of the filters.

Unidirectional air flow: The high quality CG-Diffuser should secure the unidirectional airflow according to EN ISO 14644. The double-layer textile screen should be constructed from specialized material with more than 100 fibres/cm, to ensure an even diffusion of air.

KAKRIYAL, KATRA, JAMMU

SPECIFICATIONS

Technical Specifications and Conditions

CG3 aluminum frame: It should be provided for integration of all components of the ceiling system into the operation theaters and should be rigid frame system, made from anodized aluminum profile to enable the perfect integration of the OT Ceiling with the surrounding installations. The OT lighting should be integrated into a frame system which ensures its air sealed integration with the OT ceiling. The installation frame of the lighting should no longer be required. The frame system should allow the seamless and air-sealed coverage of all gaps between the various installations and for the direct connection to the remaining OT ceiling.

Unidirectional air flow ceiling consist of the following:

Pressure Chamber: It should be air sealed pressure chamber, made out of stainless steel as per (DIN 1.4301). It should have smooth inner surfaces, therefore easy to disinfect during filter changes. Pressure chamber should be place on a stable profile, made out of galvanized Aluminum. Air sealed housing for the integration of the stand of the O.R. light and openings for the service of the O.R. light. Sealed ports for temperature pressure sensors must be provided. It should have aerosol port. It should have port for pressure differences measurement and should have separate seal leak test ports for each Hepa – filter (in conjunction with test groove). The flange should be made out of stainless steel (DIN 1.4301)

Filter – and Diffuser – Frame: It should be made out of galvanized Aluminum profile with integrated frames for the placement of the filter – cells, made out of stainless steel (DIN 1.4301) and for the placement of the frame for the CG- Diffuser. The Aluminum profile provides Aluminum rails for the easy and seamless placement of the false sealing or other connecting equipment. The Aluminum profile is prepared for the integration of the sterile field and O.R. – illumination, when combined with the rail system for the O.R. illumination. Sterile Air Diffuser CG: Transparent diffuser with double layer micro mesh, made out of specialized textile. Assembly and disassembly without screws or tools. Air- flow optimized frame made out of Aluminum profile. Pass through of the stand of the O.R. light. It should have air volume (in flow) of 8.000 m³/h. The outer dimension (length x width) should be 3120 x 3120 mm and sterile air-flow field (length x width) should be 3018 x 3018 mm. The height of the pressure chamber (height) should be 465mm and height of available ceiling space (minimum requirement) should be 480 mm. The average air velocity should be 0, 25 m/s. It should have number of HEPA filters/Type should be 4 pcs. 1220 x 1220 mm and should be 4 pcs 1220 x 457 mm. Filter Class should be according to EN 1822 should be H13 and beginning pressure loss should be 60 Pa. The recommended max. pressure loss before filter change should be 180 Pa and all test documents according DIN 4799/6.90. It should have frame for O.R. and Sterile Field Illumination which should be integrated frame for the housing of the O.R. and sterile field. The Illumination for the integration of sterile clean room lights. The frame should provides a seamless integration of Laminar Flow Ceiling and the lighting fixtures. Light bodies should be positioned directly in the frame.

KAKRIYAL, KATRA, JAMMU

SPECIFICATIONS

Technical Specifications and Conditions

Peripheral Light cum clean room luminaries fitted in the CG frame -8nos. for each OT: Clean-room imported surface-mounted and recessed luminaire with 3 T5 lamps 54 W. Framed luminaire cover made of highly-resistant and desinfactant-consistant laminated safety glass, laserable, semi-specular. With visual systems against glare of the lamps and of the internal highly-specular reflectors, cumulative reflexion coated, singular adjustable by up to +/- 30°. Luminaire body white, consists of sheet steel with mechanical and electrical removable carrier equipment. Protection IP 65. With dimmable electronic multi-lamp ballast with 1-10 V interface. Suitable for areas with infrared regulation

Clean-room luminaries with RGB for surface or recess mounting in operation theatres and other clean rooms flush with the ceiling, for 2 or 3 T5 fluorescent lamps (49 or 54 W), Ø 16 mm. With highly-specular, anodised aluminium reflectors and optical anti-glare system for individually adjustable light distribution. Luminaries cover made of highly-resistant, disinfectant-proof laminated safety glass with stylish fine-grained surface, glass pane with white coated steel frame. Closing devices are integrated automatically in the electrical safety control without lines having to be connected to the luminaries housing. Luminaries' body made of sheet steel, white, powder-coated, supplied ready for connection optionally for individual or series circuit, with digital, electronic control gear in Multi-Lamp technology. Mains supply and further wiring by means of Pg 16 screw glands. With four-pole connection terminal and earth connection terminal for wires up to 2.5 mm² for mains supply and further wiring. Luminaries with ENEC and F mark, degree of protection IP 65, and protection class I, 230 V, 50 Hz .Recess frames for the gas-tight installation of clean-room luminaries in IP 65 in suspended ceilings. Frame made of extruded aluminium profile, white, powder-coated, able to be put together to form a rigid, continuous frame by means of plug and screw connections, optionally in individual, continuous-line, rectangular or U-shaped arrangements. Ledge for ceiling construction material as angular ledge for covering the raw edge of the ceiling construction material. Should be capable if green mode for endoscopy purposes.

Surgeon Control Panel for OT:

All the controls within the theatre will be located on a membrane type control panel mounted in the theatre wall either as a single panel or individual. A remote distribution board is to be provided to allow access to the panel for maintenance, without access to the theatre. The panel will incorporate all the necessary controls for the correct operation and monitoring of the equipment and services within the operating theatre. The **time elapsed digital clock** and **real time digital clocks** shall have high brightness characters, not less than 30mm in height. The **medical gas alarm** will indicate High and Low gas pressure for each gas service present in the operating theatre and will have an audible buzzer with mute facility. The medical gas alarms will be connected to local pressure switches located downstream of the last isolation valves.

Each control panel should contain: -

KAKRIYAL, KATRA, JAMMU

SPECIFICATIONS

Technical Specifications and Conditions

- 1. Time Day Clock
- 2. Time Elapse Day Clock
- 3. General Lighting System
- 4. Medical Gas Alarm Panel
- 5. Hand Free Telephone set with memory
- 6. Temperature & humidity indicator with controller
- 7. HEPA Filter Status module
- 8. Room Pressure Indicator
- 9. Music control (optional)

Conductive Tile Flooring for OT:

The ESD-Control tile to be made available in a color shade approved by the 'Client' in either 2mm or 3 mm thickness, 610x610 mm size approx., dimensional stability<0.40%, static electrical charger<2Kv, impact sound reduction approx +4 Db. Grounding is to be accomplished by imbedding a short copper strip in the adhesive with one earthing point for every 150 sq ft of area and attaching it to room / building ground. The installation should be done by an agency accreditated by manufacturer which should be able to provide a manufacturers installation manual. The tile should have an electrical resistance, point to ground, within the range of 2.5 x 10⁴ to 5x10⁶ ohms. The tile should not allow the generation of charges over 100 volts due to an antistatic effect. The tile should not show any change on surface pattern, quality and smoothness even after heavy duty abrasion or chemicals. All joints between the tiles are to be welded and

KAKRIYAL, KATRA, JAMMU

SPECIFICATIONS

Technical Specifications and Conditions

the floor finish terminates at the room perimeter over a concealed cove former and continuing up the wall for 100 mm. The wall finish shall overlap the floor coving by 25 mm to provide a continuous sealed surface. Self leveling compound to be used.

Thermal Welding: The joints must be welded by the heat fusion process to get a seamless floor. The joints in the flooring should be sealed by using a PVC welding bar of matching color to be supplied by the manufacturer, using a hot air gun for fusion of welding bar with flooring.

Distribution Board: All high voltage equipment should be installed in a separate enclosure. The remote cabinet should house the operating lamp transformers, mains failure relays, electrical distribution equipment and circuit protection equipment for all circuits within the operating theatre. All internal wiring should terminate in connectors with screw and clamp spring connections of the Clip-on type mounted, on a DIN rail and labelled with indelible proprietary labels. Individual fuses or miniature circuit breakers should protect all internal circuits.

X-Ray Viewing Screen: The system should electrical safety codes for high & low voltage system. The theatre is to be equipped with a 3-plate X-Ray viewing screen. It should be designed to provide flicker free luminance for the film viewing purpose. It should be installed flushed with the theatre wall for hygienic and ease of cleaning purpose. The X-Ray viewing screen should be designed for the purpose of front access. The X-Ray viewing screen should be illuminated by 4 pieces of high frequency fluorescent lamps and the dimming is controlled by the usage of dimming ballast with the PCB that is mounted inside the box. The diffuser should be able to diffuse the light evenly and to provide enough luminance for film viewing. The film should be held firmly by using spring-loaded clips with rollers for ease of mounting and demounting. The body should be built by using electrolyzed steel with powder coated. It should work on a PCB button control system.

Ventilated Storage Unit: The storage unit should be ergonomically designed made with EGP sheet and ventilated by clean air. The doors of the storage cabinet should be of swinging type made of glass. These doors should be installed on the storage units with the help of fittings allowing an opening allowance of 160degree. The storage unit should be divided in 2 equal parts and each part should have individual doors with locking system .Each part should be provided with tube steel racks which should be completely detachable type for ease of cleaning.

KAKRIYAL, KATRA, JAMMU

SPECIFICATIONS

Technical Specifications and Conditions

Operating List Board: One operating list board should be provided in each operating theatre .It should be made of ceramic having Magnetic properties and should be flushed to the wall of the operating room.

Stainless Steel Scrub Sink with automatic and manual Foot or knee operator / sensor with 2 Bays: Compact Surgical Scrub sink should be designed for use in Operation theatre complex providing surgeons with a convenient sink for pre op scrub up. Each fixture should be fabricated from heavy gauge type 304stainless steel of 1.6mm thickness & should be seamless welded construction polished to a satin finish. The scrub sink should be provided with a front access panel, which should be easily removed for access to the water control valve, waste connections, stoppers & strainers. Hands free Operation should include infrared sensor and foot operator with built in range of adjustment. Thermostatic Mixing Valve control should be located behind the access panel & maintain constant water temperature. The timing should be adjustable to meet individual application requirement, provided with infrared sensor thermostatic controlled taps with fail-safe temperature controls. All units should have reduced anti splash fronts. It should have knee /foot operated switch.

Single Service Area Valve Service Unit

It should fully comply and meet with HTM 0201, C11, and must be duly CE marked with CE no. specified on it. The Area Valve Service Unit (AVSU) should incorporate a ball value with NIST connectors either side, mounted in a lockable box with emergency access. The value should be complete with copper stub pipes that extend to the outside of the box to enable easy connections to the Medical Gas Pipeline System (MGPS). The value should operate from fully closed to fully open with a quarter turn of the handle. The spades should be injection molded and color coded to show through or blank identification. Should be full bore values for minimum pressure loss and should have lockable in open or closed position. The Lockable Line Values shall comprise full-bore ball value complete with copper stub pipes for

KAKRIYAL, KATRA, JAMMU

SPECIFICATIONS

Technical Specifications and Conditions

ease of installation. The values shall be connected to the copper stub pipes by means of flat faced unions fitted with nitrile O-ring seals, allowing removal of the value without the need to distort the pipe work. Stub pipes for values up to 54 mm will be connected to the value body using screwed connectors; whist value above this size will use flanged connectors. The value should have a brass body, end cap and stem, with a full -bore chrome plated brass ball. The value should operate from fully closed to fully open with a guarter turn of the handle. All line values should be supplied with a mechanism to enable the unit to be locked in the fully closed or fully open position. The stub pipes should have the appropriate coded NIST connectors fitted each side of the value. The NIST check values should have a metal seal, thus avoiding the possibility of digression over time. The value box should have a universal back plate for first fix mounting and an injection molded, cover which fits over the installed value. A color coded service identity label should be fitted behind the value handle. The door should also be injection molded and will be common for all services. The door should incorporate a 'Break Glass' window or an optional quick release mechanism for emergency access to the value. Should be reliable and easy to operate and must have NIST connectors facilitate easy purge, sample and pressure testing, and emergency, supply system. Should be easy site installation with prefitted stub pipes. Should have break glass emergency access fitted as standard. Should have optional guick release emergency access system. The Area Value Service Unit (AVSU) should incorporate a ball value with NIST connectors either side, mounted in a lockable box with emergency access. The value should be complete with copper stub pipes that extend to the outside of the box to enable easy connections to the Medical Gas Pipeline System (MGPS). The value should operate from fully closed to fully open with a quarter turn of the handle. The value should be connected to the copper stub pipes by means off flat-faced unions fitted with nitride O-ring seals forming part of the spade gaskets. The spades should be injection molded and color coded to show through or blank identification. The stub pipes should have the appropriate coded NIST connectors fitted each side of the value. The NIST check values should have a metal seal, thus avoiding the possibility of digression over time. The value box should have a universal backplate for first fix mounting and an injection molded, cover which fits over the installed value. A color coded service identity label will be fitted behind the value handle. The door should also be injection molded and will be common for all services. The door should incorporate a 'Break Glass' window or an optional quick release mechanism for emergency access to the value.

One each of AVSU for Oxygen 22mm, N2O 22mm, MA4 Air 22mm, SA7 Air 22mm, Vacuum 22mm, AGSS 22mm.

KAKRIYAL, KATRA, JAMMU

SPECIFICATIONS

Technical Specifications and Conditions

Twin Dome Operating LED Light -1no. for each OT

It should be LED which should provide direct, reflection free illumination. It should have LFL lens combination and have the primary optics which guides the light in a parallel beam, while secondary optics ensures beams of coherent light. The results should be an excellent illumination in the OT field in terms of area and depth. It should be cold infrared –free light. It should be flat, sealed light body specially designed for laminar flow ceilings. It should have flow optimized light head and reduced surface temperature of dome to minimizes turbulences in laminar air flow. It should have IR-free illumination to avoid tissue desiccation and sweat on the surgeon's forehead. It should have optimized ratio light head/light field diameter. The high illumination intensity should be 160000lux (120000 lux for minor OT) at 1m distance. It should have deep field illumination L1+L2 equal to or greater than 800mm. It should have adjustable light field from 180mm to 300mm to provide flexibility of surgery. It should have twin identical light head of 160000lux each (120000 lux for minor OT). It should have fixed color temperature 4700K. However variable colour temperature is also acceptable and preferable. The colour temperature should remain constant during changes in intensity. It should have color rendering index RA>95. The temperature increase at surgeon head should be <1° C and temperature on surface light head <37°C. It should have light head dimmable (upto 8 steps) with range approximately 70000 to 160000lux (70000 to 120000 lux for minor OT). It should be supplied with four non sterile positioning handles and one sterile suspension handles. It should be supplied with dual control panel remote or wall. It should have interface for OR integration RS 232. It should have upgrade guarantee for all LED OR lights giving the user an option to upgrade the lighting technology by changing the LED pads , not the mechanical system.

The light head should be capable of installation of a camera and the respective cabling for the camera system (not required for Minor OT). The camera mounting specifications would be provided to the camera vendor for installation of the camera with the lights. The OT vendor would be responsible for carrying out any modifications in the mounting to accommodate the camera. The camera may also be installed on an extra arm provided for this purpose and would be accepted.

Surveillance video camera

The vendor would be required to install the surveillance camera in the OTs which shall be provided by the client's vendor executing the job in the rest of the hospital. The OT vendor would be required to liaise with the surveillance camera vendor for installation purposes.

KAKRIYAL, KATRA, JAMMU

SPECIFICATIONS

PENDANT - Double Arm Pendant with only horizontal movement; Non Motorized without retractable feature.

List of Approved makes: PENLON/TRILUX/Ondal/Drager/Stryker/Ohio

- i. For horizontal movements only, comprising of the followings:
 - 1 x Articulated Arm 850 mm and 650 mm
 - 1 x Basic Console 600 mm
 - 1 x Single Shelf 500 mm x 400 mm x 80 mm
 - 1 x Adjustable Shelf (hang on/unhinge)
 - 6 x mains Socket (13A Single)
 - 5x Medical Gas Terminal & Hose Assembly
 - Medical Rail One set
- ii. Units manufactured from 6063 T5 naturally anodized, extruded aluminum profiles into which all the necessary mechanical components and mains voltage, low-voltage and communication cables are routed.
- iii. Each unit should consist of a ceiling mount horizontal arms and a service head, which contains all the necessary mechanical and electrical supplies, Individually mounted on fascia Plates.
- iv. Four integrated equipment rails used for the suspension of equipment carriers capable of taking a maximum load of 450 kg.
- v. The range of accessories capable of being mounted are: equipment trays, monitor shelves, drawer units, infusion poles and hooks, baskets and equipments holders to suit any discipline.

KAKRIYAL, KATRA, JAMMU

SPECIFICATIONS

- vi. All units to be individually planned to suit the specific patient areas, manufactured and supplied ready for mounting and connection ex-factory.
- vii. Certifications & compliance

MDD/93/42/EEC Medical Devices Directive

EN 13485:2003 Medical devices-quality management systems- requirements regulatory purposes.

EN 980:2003 Graphical symbols for use in the labeling of medical devices

EN ISO 11197:2004 Medical supply units

EN 12218: 1999 Rail systems for supporting medical equipment

EN 737-1: 1998 Medical gas pipeline systems – part 1: Terminal units for compressed medical gases and vacuum

EN 13221:2000 high – pressure flexible connections for use with medical gases

EN 60601-1:1990 Medical electrical equipment – part 1: general requirements for safety.