### Rajiv Gandhi Super Specialty Hospital, Tahirpur, Near Dilshad Garden, Delhi-110093 Tel.No.s: + 91-011-22312244

E-mail: rgssh2013@gmail.com

### TENDER DOCUMENT

#### Tender for procurement of 3D Echo Cardiography System

#### NIT no. e-NIT no.1/2013 Tender Enquiry no. 1/1 Due date: 7/05/2013

### Section I - Invitation for Bidding

#### 1. Notice Inviting Tenders(NIT)

1.1 On behalf of the Director, Rajiv Gandhi Super Specialty Hospital, Tahirpur Delhi 110093 e-Tenders (online tenders) are invited from manufacturers for supply, installation, commissioning & maintenance of equipment as per the details given below:

SI.No.	T/E No.	Name of Equipment	Qty	EMD (Rs.)
1	1/1	3D Echo Cardiography System	One	Rs. 1,30,000/-

This equipment is required to be installed at Rajiv Gandhi Super Specialty Hospital, Tahirpur, Near Dilshad Garden, Delhi-110093.

- 1.2 Only Manufacturers can participate in this tender enquiry. However, Foreign based Manufacturers not having office or subsidiary in India will have the option to appoint one Indian agent, on their behalf, for submission of bids and facilitating supply (customs clearance, transportation etc.) installation, commissioning, maintenance & repair and after sales service etc. for which, Manufacturer will give an exclusive authorization meant for this tender/tenders in favour of the Indian agent. Foreign manufacturers having office in India or subsidiary in India will be required to bid themselves."
- 1.3 The Manufacturer will pay their Indian agent, for the services rendered by the Indian Agent as per their own agreement or understanding. Rajiv Gandhi Super Specialty Hospital, Tahirpur, Near Dilshad Garden, Delhi-110093 in any way will not be a party to such agreement or understanding.
- 1.4 The manufacturer who participates in the tender enquiry will only enter into agreement with the Department for the purpose of this NIT.
- 1.5 Technical specifications and other details of the required equipment are given under the section –

VII-"List of Requirements" of this tender document.

SI.No.	Details	Scheduled dates
1	Date of release of advertisement of tenders through e-procurement web site&start date for downloading tenders	05/04/2013
2	Start date for downloading tenders	5/04/2013

#### 1.3 Schedule of Tenders:

3	Last Date & Time for downloading Tender Documents from e-Procurement web site	6/05/2013 up to 2.00 P.M.
4	Last Date & Time for submission of online Tenders	7/05/2013 up to 1.00 P.M.
5	Last Date & Time for submission of EMD, in physical form and original undertakings as per Annexure 3, 4 & 5 in the Office of Medical Superintendent, Rajiv Gandhi Super Specialty Hospital, Tahirpur, Near Dilshad Garden, Delhi-110093	7/05/2013 up to 1.00 P.M.
6	Date &Time of Opening of Tenders (Pre- Qualification/Technical Bids)	07/05/2013 at 2.00 P.M.
7	Date &Time of Opening of financial bids (tentative)	Will be informed later

2. Late & Delayed Tenders are not acceptable.

# Section II: Qualification/Eligibility Criteria

Tenderers should submit the following documents in the Fees cover

- 1. Prequalification Bid cover (1)
- 2. Technical Bid cover (2)

Failing which the tenders will be ignored and rejected as nonresponsive:

#### 1. Prequalification Bid Cover (1)

- 1. Tender Form (Annexure-7)-
- EMD to be submitted as per Section III and in case of bank guaranty EMD PQ should be submitted in the format given under Annexure 11 (Bank Guarantee form for Performance Security). (Original to be submitted in the tender box placed in the office of Medical Superintendent, Rajiv Gandhi Super Speciality Hospital, Tahirpur, Delhi up to 7.5.2013 till 1.00 P.M.)
- 3. Income Tax Return (ITR) to be submitted as per Section III -
- 4. Undertaking on non-judicial stamp paper of Rs.100/- for Terms & Conditions of this tender to be submitted in the format given at Annexure-3. (Original to be submitted in the tender box placed in the office of Medical Superintendent, Rajiv Gandhi Super Speciality Hospital, Tahirpur, Delhi up to 7.5.2013 till 1.00 P.M.)
- 5. Undertaking on non-judicial stamp paper of Rs.100/- for warranty clause to be submitted in the format given at Annexure-4. (Original to be submitted in the tender box placed in the office of Medical Superintendent, Rajiv Gandhi Super Speciality Hospital, Tahirpur, Delhi up to 7.5.2013 till 1.00 P.M.)
- 6. Manufacturer's Authorization Letter, if any, to be submitted as per Annexure-9.
- 7. Copy of this tender document duly signed & stamped by the tenderer.
- 8. Tenderers should submit authorization letter to sign and submit the tenders as prescribed under Section-III as per Annexure 10.

#### 2. Technical Bid Cover (2)

- Undertaking on non-judicial stamp paper of Rs.100/- related to service centre etc. to be submitted in the format given at Annexure 5. (Original to be submitted in the tender box placed in the office of Medical Superintendent, Rajiv Gandhi Super Speciality Hospital, Tahirpur, Delhi up to 7.5.2013 till 1.00 P.M.)
- 2. Technical Compliance Statement to be submitted as per Section III and in the format given at Annexure-6 on the letter head.
- 3. Additional information to be submitted as per Annexure-8 on the letter head.
- 4. Tenderers should furnish a list of successful installations & commissions executed by them for similar equipment, preferably from Govt. Hospitals / Institutions in India, in the last three years.
- 5. Technical offer / Bid
- 6. Brochures, literature and catalogues etc.

### Section III: General Instructions to Tenderers (GIT)

#### 1. Introduction

- **1.1** Definitions and abbreviations which have been used in these documents shall have the meanings as indicated in the **GCC**.
- 1.2 These tender documents are meant for the requirements mentioned in section-VII "List of Requirements" only.
- 1.3 This section (Section III-"General Instructions to Tenderers") provides the relevant information as well as instructions to assist prospective tenderers in preparation and submission of tenders, receipt & opening of bids evaluation etc. However, the tenderers should study rest of this document – SIT, GCC and SCC etc. before submitting the tender document.
- 1.4 Special Instructions to Tenderers (SIT) are related to this purchase.
- 1.5 Wherever there is a conflict between the GIT and SIT, the provisions contained in the SIT shall prevail over those in the GIT.
- 1.6 Language of the Tender: The tender submitted by the tenderer and all subsequent correspondence and documents related to the tender exchanged between the tenderer and the Hospital, shall be written in English language only.
- 1.7 Eligible Tenderers: This invitation for tender is open to all tenderers who fulfill the eligibility criteria in these documents. Please refer to Section II: Qualification/Eligibility Criteria.
- 1.8 **Tendering Expense:** The tenderer shall bear all costs and expenditure incurred and/or to be incurred by it in connection with this tender including preparation, mailing and submission of its tender and for subsequent processing of the same. Rajiv Gandhi Super Speciality

Hospital, will, in no case be responsible or liable for any such cost, expenditure etc. regardless of the conduct or outcome of the tendering process.

#### 2. <u>Tender Documents</u>

- 2.1 Content of Tender Documents: The Tender Document includes:
  - Section I Invitation for Bidding (Notice Inviting Tenders-NIT)
  - Section II Qualification/Eligibility Criteria
  - Section III General Instructions to Tenderers(GIT)
  - Section IV- General Conditions of Contract (GCC)
  - Section V Special Instructions to Tenderers(SIT)
  - Section VI Special Conditions of Contract (SCC)
  - Section VII List of Requirements
  - Section VIII Technical Specifications & Compliance statement
  - Annexure 1 Checklist
  - Annexure 2 Price Schedule
  - Annexure 3 Undertaking for Terms & Conditions
  - Annexure 4- Warranty/Guaranty Undertaking
  - Annexure 5- Undertaking related to after Sales Service
  - Annexure 6- Technical Compliance Statement
  - Annexure 7- Tender Form
  - Annexure 8- Additional Information
  - Annexure -9 Manufacturers Authorization letter
  - Annexure-10 Authorization letter to sign the tender document.
  - Annexure 11- Bank Guarantee Form for Performance Guarantee
  - Annexure 12- A/T (Contract Form)
- 2.2 The relevant details of the required goods, terms & conditions and procedure for tendering, evaluation, issue of contract, standard formats used for this purpose etc. are incorporated in the above said documents. Tenderers should read and examine all these terms & conditions before submitting their tenders.
- 2.3 Tenderers should download a copy of this Tender Document, put page numbers on each page of the document and the authorized signatory of the tenderer should sign/stamp each page and upload that document while submitting their online tenders (cover 1 Prequalification / Technical Bid).

#### 3. Amendments to the Tender documents:

Director, Rajiv Gandhi Super Specialty Hospital, at any time prior to the deadline for submission of tenders may, for any reason deemed to be fit buy it, modify the tender documents by issuing amendments. Such an amendment will be notified in writing.

**4. Pre-Bid Conference:** If found necessary, a pre-bid conference may be stipulated in the SIT, for clarification/amendment to the technical specifications/techno-commercial conditions.

#### 5. Preparation of Tenders:

#### Documents comprising the Tender:

**5.1** Tenders submitted by the tenderers should contain the following documents, duly filled in, as required:

- a. Tender form, PQ Bid/Technical bid and Price Schedule.
- b. Documentary evidence as necessary in terms of Section-II establishing that the tenderer is eligible to submit the tender and also qualified to perform the contract if its tender is accepted.
- c. Documents and relevant details to establish in accordance with GIT that the goods and allied services to be supplied by the tenderer conform to the requirement of the tender documents along with list of deviations if any.
- d. Earnest Money Deposit furnished in accordance with the GIT clause no.8.
- e. Additional information as per Annexure-8.
- f. Manufacturers Authorization Form as per Annexure-9 must be submitted by those who would like to appoint one Indian Agent.
- g. Tenderers should also upload technical literature, brochures and other documents in support of suitability of the goods quoted by them.
- h. Tenderer who does not fulfill any of the above requirements and / or gives evasive information/reply against any such requirement shall be liable to be ignored and rejected.

#### 6. Tender currencies:

- 6.1 Tenderers should quote prices in Indian Rupees only.
- 6.2 Tenderers should quotes price on F.O.R.(destination) basis.
- 6.3 If the goods are to be imported, the contractor will import the same. The contractor will pay all incidental charges & duties (customs duty etc.) and supply the goods to the indenter. However, applicable local taxes will be paid by the indenter, if quoted.
- 6.4 The Tenderer will declare whether Customs Duty is payable for import of this equipment or not.
- 6.5 If customs duty is payable, the Tenderer will indicate the amount of customs duty payable, in the relevant column of the Price Schedule ((column no.6).
- 6.6 The Tenderer will seek Customs Duty Exemption Certificate (CDEC) from the hospital, if on submission of the same, the customs department allows exemption of payment of customs duty.
- 6.7 Customs Duty Exemption Certificate (CDEC) shall be issued by the hospital for the specific import meant for supply to the hospital. The contractor shall submit original copy of Bill of Entry showing the details of this equipment, in all such cases.
- 6.8 Customs duty should be indicated in the relevant column in price schedule

#### 7. Tender prices:

- 7.1 Tenderers should quote their prices in the Price schedule format (cover 2 Financial bid of the e-procurement system) as given under Annexure-2.
- 7.2 All columns shown in the price schedule should be filled up as required and the lowest one will be decided on the basis of "Total Amount" shown in Column 8 of the Price Schedule.

#### 8. Earnest money Deposit (EMD in Indian Rupees only - refundable):

- 8.1 Tenderers should submit EMD as prescribed under the section I (NIT).
- 8.2 EMD should be submitted in physical form within the last date/time for receipt of tenders as stipulated under Section-I (NIT).
- 8.3 Tenderers should submit EMD, original in physical form, to the Purchase Officer, Rajiv Gandhi Super Specialty Hospital, Tahirpur, Near Dilshad Garden, Delhi-110093.
- 8.4 EMD should be in the form of TDR/FDR/Bank Guarantee/DD drawn on any nationalized bank or schedule or commercial bank and payable at Delhi/New Delhi.
- 8.5 EMD should be prepared in the name of "Director, Rajiv Gandhi Super Specialty Hospital, Tahirpur, Near Dilshad Garden, Delhi-110093 and duly discharged in his/her favour.
- 8.6 EMD should be valid for a period of six months from the date of opening of Tenders.
- 8.7 No interest shall be payable by the purchaser on the Earnest Money Deposit.
- 8.8 EMD will be returned to the successful tenderer after 30 days from the date of issue of contract.
- 8.9 EMD of unsuccessful tenders will be returned after issue of notification of award of contract.
- 8.10 EMD will be forfeited in case the Tenderer withdraws its tender within the period of validity of tenderers.
- 8.11 EMD will be forfeited in case the successful tenderer fails to furnish the required performance security as per Section-IV of this tender document.

#### 9. Income Tax Return:

- 9.1 Tenderers should submit a copy of latest Income Tax Return (ITR) along with acknowledgement of receipt from the Income Tax department, as prescribed under the section II.
- 9.2 Permanent Income Tax Account Number (PAN number) of the Tenderer written on the ITR should be clearly visible and if not so, tenderer should submit a copy of their PAN number issued by the Income Tax department.
- 9.3 The Income Tax Return (ITR) should be in the name of the Tenderer or in the name of proprietor(s) in case of firms registered on proprietorship basis.
- 9.4 Govt of India / State Government departments / undertakings are exempted from submitting the Income Tax Return (ITR).

#### 10. <u>Undertaking for acceptance of terms & conditions:</u>

- 10.1 Tenderers should submit an Undertaking certifying that they accept all terms & conditions mentioned in this tender document prepared on a non-judicial stamp paper of Rs.100/- denomination in the format given under Anexure-3.
- 10.2 Tenderers should upload a copy of the undertaking in the e-procurement system and original be submitted along with the EMD in physical form.
- 10.3 Non-submission of undertaking will result in rejection of the tenders.

#### 11. <u>Warranty/Guaranty Undertaking:</u>

- 11.1 Tenderers should submit a Warranty/Guaranty Undertaking certifying that they accept the Warranty clause as given under Section-IV of this tender document, prepared on non-judicial stamp paper of Rs.100/- denomination in the format given under Annexure-4.
- 11.2 Tenderers should upload a copy of the warranty undertaking in the e-procurement system and original be submitted along with the EMD in physical form.
- 11.3 Non-submission of warranty undertaking will result in rejection of the tenders.

#### 12. Validity of Tenders:

- 12.1 The Tenders will remain valid for 150 days from the date of opening (due date) of tenders.
- 12.2 Director, Rajiv Gandhi Super Specialty Hospital, reserves the right to extend the validity of tenders beyond 150 days, by notifying the concerned tenderers. However, tenderers consent for holding the prices through the extended period will be taken during the currency of validity.

#### 13. Technical Bid (TB):

- 13.1 Tenderers should submit technical bid containing complete details of the required equipment as given under the Section VII - 'List of requirements'' & Section VIII- "Technical Specifications & Compliance Statement' through e-procurement site (cover 1 Prequalification and cover 2 for Technical Bid).
- 13.2 Tenderers should quote one model per tender. To submit tenders for more than one model, say for example, for two models, two separate tenders with separate EMD's will have to be submitted.
- 13.3 In case the equipment is to be purchased on turnkey basis as given under Section VII 'List of requirements' & section VIII – "Technical specifications & compliance statement", Tenderers should furnish detailed scope of turnkey works offered by them.
- 13.4 Tenderers should furnish a detailed write-up on the complete technical details of the equipment offered by them clearly indicating special features etc. Tenderers should submit a detailed scope of supply of the required equipment
- 13.5 Tenderers should upload copies of detailed brochures, literature and catalogues / leaflets related to the equipment quoted by them.

- 13.6 A list of all required accessories / spares / consumables for running, maintenance / repair of the equipment be prepared in detail and uploaded.
- 13.7 Tenderers should first ensure that their product is able to meet the technical specifications of the tender as given under Section-VIII "Technical Specifications & Compliance statement". Tenderers should then quote strictly as per the required specification of the equipment.
- 13.8 Tenderers should submit a compliance statement in the prescribed format as given under Annexure-6 "Technical Compliance Statement" clearly indicating the deviations, if any. Deviations from any of the required technical specifications must be brought out clearly giving a deviation statement.
- 13.9 The Tenderer should submit an Undertaking related to after sales service certifying that they have necessary infrastructure for maintenance & repair of the equipment and they agree to provide the required accessories / spares as and when required by the indenter, for the next 10 years, as given under Annexure-5 of this tender document, prepared on a non-judicial stamp paper of Rs.100/- denomination.
  - 13.10 The tenderer should submit documentary proof that he is manufacturer of the quoted equipment and he will be responsible for supply, installation & maintenance of the equipment duly signed by the manufacturers authorized person on the letter head of the manufacturer.
  - 13.11 Tenderers should furnish a list of successful installations & commissions executed by them for similar equipment, preferably from Govt. Hospitals / Institutions in India, in the last three years.
- 13.12 Tenderers should arrange for demonstration of the quoted equipment as and when required.
- 13.13 Contractors should furnish one copy of service manual along with the supply of equipment.

#### 14 Financial Bid (FB):

- 14.1 Tenderers should submit Financial Bid in the prescribed proforma as given under Annexure-2 namely "price schedule" through e-procurement site (cover 3 Financial Bid).
- 14.2 Tenderers must be careful while uploading the price schedule on the web site and should read the instructions are directly related to equipment price and landing costs etc. and need to be quoted only in INR.
- 14.3 The price schedule is meant for single currency quote i.e. only Indian Rupees can be quoted. Foreign currencies are not acceptable.
- 14.4 The price schedule is divided into a total of 8 columns from 1 to 8. The three columns i.e. column no. 5, 6, 7 are directly related to equipment price and landing cost etc. and needs to be quoted only in INRs.

- 14.5 Tenders should quote for one unit only in column nos. 5,6 and 7. Total amount in column no 8, shown by the computer automatically, will be the value for all quantities (as per column 3) i.e. (column 5+6+7) x (column 3).
- 14.6 Tenderers must put "0" (i.e. zero) if they do not wish to quote any value under column nos. 6&7. If they put Zero (0) in these columns it will be presumed that no customs duty / no taxes are liable to be paid by the Hospital and the Tenderer will be responsible for paying the same to the respective authorities.

**15. Firm Prices:** Unless otherwise specified in the SIT, prices quoted by the tenderer shall remain firm and fixed during the currency of the contract.

**16. FALL CLAUSE:** If at any time during the execution of the contract, the contractor reduces the sale price of such stores, as are covered under this tender enquiry, to any Govt. organization (including the purchaser of any department of the Govt. of N.C.T. of Delhi) at a price lower than this price quoted under this contract, the contractor shall forthwith pass such reduction to the purchaser and the price payable under this tender for the stores supplied after the date of coming into force of such reduction, the price of equipment/store shall stand correspondingly reduced.

**17. Authorization to sign and submit the tenders:** An authenticated copy of the document which authorizes the signatory to commit on behalf of the firm shall accompany the tender. The individual signing the tender or any other documents connected therewith should clearly indicate his full name and designation and also specify whether he is signing,

- 17.1 As a sole proprietor of the concern or as an attorney of the sole proprietor;
- 17.2 As partner (s) of the firm;
- 17.3 As Director, Manager or Secretary in case of the Limited Company duly authorized by the Board of Directors or in pursuance of the authority conferred by the Memorandum of Association.
- 17.4 The authorized signatory of the tenderer must sign the tender at appropriate places and initial the remaining pages of the tender.

#### 18. Submission of Tenders:

- 18.1 **Availability of Tender Documents:** Tender documents are available on the e-procurement web site <u>https://govtprocurement.delhi.gov.in</u>. Prospective tenderers can access the same and they can download the tender documents, free of cost.
- 18.2 Tenders are to be submitted through the web site <u>https://govtprocurement.delhi.gov.in</u>.
- 18.3 For participation in this tender enquiry, contractors are required to obtain digital certificate (class II b) and register their company with the National Informatics Centre (NIC), Govt.of India, in consultation with the NIC Help Desk.

- 18.4 Tenderer must attend e-procurement training (to be given by the NIC), on any working day between 10 AM and 5 PM.
- 18.5 For any assistance & clarifications with respect to training and submission of online tenders, Tenderer must contact NIC Help Desk - Address - 6<sup>th</sup> Level, C-Wing,Vikas Bhawan-II, Metcalfe House, Upper Bela Road, Delhi,India. Contact Telephone number 011-23813523 &Toll Free no.18002337313.
- 18.6 The NIC e-procurement system stipulates a two cover process for uploading the tenders. Cover 1 includes prequalification/technical bid and cover 2 is meant for financial Bid uploading. While uploading the tenders, the prospective tenderers must strictly follow the instructions given by the NIC during their training.
- 18.7 Tenderer should submit EMD along with other required documents in physical form as stipulated under Section-I. A copy of EMD should be uploaded in the prequalification / technical bid along with other documents.
- 18.8 Tenderers will have to download the tender document, sign & stamp each page and upload the same along with the prequalification / technical bid.
- 18.9 All other documents in support of the tender should be scanned and uploaded with the relevant bid.
- 18.10 Tenderers will have to put page numbers on all documents.
- 18.11 Tenderers will have to upload a covering letter indicating the details and total number of documents uploaded with each bid.
- 18.12 Tenderers should note that NO PRICES SHALL BE INDICATED in the Pre-qualification Bid / Technical Bid, otherwise the Bid will be rejected outright without any further correspondence.

#### 19. Alteration and Withdrawal of tender

- 19.2 The e-tender system allows the tenderer to alter/modify the tender within the deadline for submission of tenders. Alterations /modifications to tenders after the prescribed deadline will not be permitted by the system.
- 19.3 No tender should be withdrawn after the deadline for submission of tender and before the expiry of the tender validity period. If a tenderer withdraws the tender during this period, it will result in forfeiture of the EMD furnished by the tenderer.

#### **20. TENDER OPENING**

- 20.1 Director, Rajiv Gandhi Super Specialty Hospital, will open the on-line tenders as specified under Section-I. In case the specified date of tender opening falls on / is subsequently declared a holiday or closed day, tenders will be opened on the appointed time and place on the next working day.
- 20.2 The tenders will be opened in the Purchase branch, Rajiv Gandhi Super Specialty Hospital, Tahirpur, Near Dilshad Garden, Delhi-110093 (Tel.no.22312244).

- 20.3 Authorized representatives of the tenderers, who have submitted tenders on time may attend the tender opening, provided they bring with them letters of authority from the concerned tenderers.
- 20.4 During the tender opening, the tender opening officers/committee will read the salient features of the tenders like description of goods offered, whether EMD furnished or not and any other special features of the tenders as deemed fit by the tender opening officers/committee.
- 20.5 Prequalification/technical bids (cover 1) are opened first. These bids shall be scrutinized and evaluated by the competent committee/authority with reference to the parameters prescribed in the tender document. Technical bids are opened next in case of qualified pre bidders only.
- 20.6 Thereafter, financial bids of the technically acceptable offers shall be opened for further scrutiny and evaluation.
- 20.7 Other financial bids will be automatically blocked by the e-procurement system and will not be opened.

#### 21 Scrutiny and evaluation of Tenders:

Tenders will be evaluated on the basis of terms & conditions already incorporated in the tender document, based on which tenders have been received and the terms, conditions etc. mentioned by the tenderers in their tenders. No new condition will be brought in while scrutinizing and evaluating the tenders.

- **21.1** The tenders will first be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the tender document. The tenders, that do not meet the basic requirements, are liable to be treated as unresponsive and ignored.
- **21.2** The following are some of the important aspects, for which a tender may be declared unresponsive and ignored:
  - a) Tender is unsigned.
  - b) Tenderer is not eligible.
  - c) Tender validity is shorter than the required period.
  - d) Required EMD has not been provided.
  - e) Tenderer has quoted for goods manufactured by a different firm without the required authority letter form etc.
- 21.3 The prequalification/technical bids opened on the scheduled day will be evaluated by competent committees.
- 21.4 The Financial Bids of successful tenderers at prequalification/technical bid stage shall be opened on the designated day in the presence of concerned tenderers who chose to attend and scrutinized & evaluated by competent committees.

#### 22. Clarification of Bids

During evaluation and comparison of bids, purchaser may, at its discretion ask the tenderer for clarification of its bid. The tender should submit written clarification/documents within the stipulated time. The purchaser may accept such clarification and receive documents related to the clarification sought. No change in prices or substance of the bid shall be sought, offered or permitted. No post-bid clarification at the initiative of the contractor shall be entertained.

#### 23. Qualification/Eligibility Criteria

Tenders of the bidders, who do not meet the required qualification/eligibility criteria prescribed in Section-II, will be treated as unresponsive and will not be considered further.

#### 24. Cartel formation/Pool Rates

Cartel formation or quotation of pool/co-ordinated rates leading to "Appreciable Adverse effect on Competition" (AAEC) as identified in competition Act, 2002, as amended by Competition(Amendment) Act, 2007, would be considered as a serious misdemeanor and would be dealt accordingly as per the Section IV.

#### 25. Negotiations

Normally there would be no price negotiations. But the Director, Rajiv Gandhi Super Specialty Hospital, reserves its right to negotiate with the lowest acceptable contractor (L1) who is technically approved for supply of bulk quantity and on whom the contract would have been placed but for the decision to negotiate under special circumstances in accordance with CVC guidelines. Selection of contractors by negotiation shall be resorted to only in the following exceptional circumstances:

- a. Where procurement is done on proprietary basis
- b. Where the items to be procured are supplied by only a limited sources of supply

#### 26. Award of Contract

- 26.1 Director, Rajiv Gandhi Super Specialty Hospital, reserves the right to accept or reject any tender without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract without incurring any liability, whatsoever to the affected tenderer or tenderers.
- 26.2 Award criteria Contracts will be awarded to the lowest evaluated responsive tenderer (L-1 tenderer).
- 26.3 Variations of quantities at the time of award- No variations at the time of awarding the contract.
- 26.4 Director, Rajiv Gandhi Super Specialty Hospital, reserves the option of giving purchase/price preference to the offer from Central / State Government Public sector undertakings in accordance with the policy of Govt. of India..
- 27. <u>Notification of award:</u> Before expiry of the validity of tenders, the Dept. of H&FW, GNCTD will notify the successful tenderer in writing that its tender for supply of goods, has been accepted.
   27.1 The successful tenderer must furnish the required performance security within 15 days from

the date of notification of award as per Section-IV.

27.2 The notification of award shall constitute conclusion of the tender.

#### 28. Issue of A/T (contract):

- 28.1 Within 10 days of receipt of performance security, the Hospital, will send the A/T (Contract form) as per Annexure-12 duly completed and signed, in duplicate, to the successful tenderer, for acceptance of the contractor.
- 28.2 Within 7 days from the date of issue of the A/T(Contract form) the successful tenderer will return the original copy of the contract duly signed and dated to the Director, Rajiv Gandhi Super Specialty Hospital, Tahirpur, Near Dilshad Garden, Delhi-110093.

# 29. Non-receipt of performance security and A/T (contract form) by Rajiv Gandhi Super Specialty Hospital, Tahirpur, Near Dilshad Garden, Delhi-110093

Failure of the successful tenderer in providing performance security within 15 days of receipt of notification of award and / or returning the A/T (Contract form) copy duly signed in terms of GIT clauses and above shall make the tenderer liable for forfeiture of its EMD.

- **30. Return of EMD –** The EMD of the successful tenderer and the unsuccessful tenderers will be returned to them without any interest, whatsoever, as stipulated under Section-III.
- **31. Publication of tender result:** The name and address of the successful tenderer receiving the contract will be mentioned on the web site.

# Section IV: General Conditions of Contract (GCC)

# 1. Definitions; Interpretations and Abbreviations: In the tender document/contract, unless the context otherwise requires:

- 1.1 Definitions and Interpretation:
- (i) "Hospital" means Rajiv Gandhi Super Speciality Hospital, Tahirpur, Delhi 110093
- (ii) "Contract" means the letter or memorandum communicating to the Contractor the acceptance of this tender(A/T) and includes "Notification of Award" of his tender: "Contract" includes Bid invitation, Instructions to Tenderers, Tender, Acceptance of Tender, General Conditions of Contract, Schedule of Requirement, particulars and other conditions specified in the acceptance of tender and includes a repeat order which has been accepted or acted upon by the contractor and a formal agreement, if executed:
- (iii) "Contractor" or "Supplier" means the individual or the firm supplying the goods and Services. The term includes his employees, agents, successors, authorized dealers, stockists and distributors. Other homologous terms are: Contractor, Firm, Manufacturer, OEM etc.
- (iv) "Government" means the Government of NCT of Delhi
- (v) The "inspecting officer" means the person, or organization specified in the contract for the purpose of inspection of stores & works under the contract and includes his/their authorized representative:
- (vi) The "Purchaser" means the Director, Rajiv Gandhi Super Specialty Hospital, Tahirpur, Near Dilshad Garden, Delhi-110093 – the organization purchasing goods and services as incorporated in the documents:
- (vii) "Signed" includes stamped, except in the case of an acceptance of tender or any amendment thereof:
- (viii) "Test" means such test as is prescribed by the particulars or considered by the Inspecting officer whether performed or made by the Inspecting Officer or any agency acting under the direction of the Inspecting Officer:
- (ix) The delivery of the goods shall have been deemed to take place on delivery of the goods in accordance with the terms of the contract, after approval by the Inspecting Officer if so provided in the Contract-
- (x) "Writing" or "Written" includes matter either in whole or in part, in manuscript,typewritten,lithjographed,cyclostyled,photographed or printed under or over signature or seal as the case may be.

- (xi) Words in the singular include plural and vice versa.
- (xii) Words importing the masculine gender shall be taken to include the feminine gender and words importing persons shall include any company or association or body of individuals, whether incorporated or not.
- (xiii) Terms and expressions not herein defined shall have the meanings assigned to them in the Indian Sale of Goods Act, 1930(as amended) or the Indian Contracts Act,1872(as amended) or the General Clauses Act,1897(as amended) as the case may be.
- (xiv) Parties: the parties to the contract are the "contractor" and the "Purchaser", as defined above:
- (xv) "Tender" means quotation/bid received from a firm / contractor.
- (xvi) "Goods" means the articles, equipment, material, commodities, livestock, furniture, raw materials, spares, instruments, machinery, industrial plant etc. which the contractor is required to supply to the Director, Rajiv Gandhi Super Specialty Hospital, Tahirpur, Near Dilshad Garden, Delhi-110093 under the contract.
- (xvii) "Earnest money Deposit" (EMD) means monetary guarantee to be furnished by a tenderer along with its tender.
- (xviii) "performance bond/security" means monetary guarantee to be furnished by the successful tenderer for due performance of the contract placed on it. Performance security is also known as Security Deposit or Performance Bank Guarantee.
- (xix) "Consignee" means the person to whom the goods are required to be delivered as specified in the contract.
- (xx) "Specification" or "Technical Specification" means the document/drawing/standard that prescribes the requirement to which product or service has to conform.
- (xxi) "Inspection" means activities such as measuring, examining, testing, analyzing, gauzing one or more characteristics of the product or service and comparing the same with the specified requirement to determine conformity.
- (xxii) "Day" means calendar day.

#### 1.2 Abbreviations

- RGSSH means Rajiv Gandhi Super Specialty Hospital, Tahirpur, Near Dilshad Garden, Delhi-110093
- AAEC means "Appreciable Adverse effect on Competition" as per Competition Act.
- BG means Bank Guarantee
- CD means customs duty
- DHFW means Dept.of Health&Family Welfare
- GNCTD means Government of National Capital Territory of Delhi
- EMD means Earnest Money Deposit
- "FOR" means Free On Rail(door delivery)
- GCC means General Conditions of Contract

- GIT means General Instructions to Tenderers
- SCC means Special Conditions of Contract
- SIT means Special Instructions to Tenderers
- NIT means Notice Inviting Tenders
- PQB means Pre-Qualification Bid
- Tender Document means (Standard) Bid / Tender Document
- ITR means Income Tax Return
- PAN means Permanent Account number issued by the Income Tax Department, Govt. of India
- T/E no. means Tender Enquiry number
- A/T means Acceptance of Tender(contract)
- OEM means Original Equipment Manufacturer
- 2. Application-the General Conditions of contract incorporated in this section shall be applicable for this purchase to the extent the same are not superseded by the Special Conditions of Contract (SCC) prescribed under Section VI of this document.

#### 3. Other Laws and Conditions that will govern the Contract:

Besides GCC and SCC, following conditions and Laws will also be applicable and would be considered as part of the contract:

- i. Indian Contract Act, 1872
  - ii. Sale of Goods Act, 1930
  - iii. Arbitration and Conciliation Act, 1996
  - iv. Competition Act, 2002 as amended by Competition (Amendment Act), 2007
  - v. Contractor's Tender Submissions including Revised Offer during Negotiations, if any,
  - vi. Conditions in other parts of the Tender Documents
  - vii. Correspondence including counter-offers, if any, between the Contractor and the Purchaser during the Tender Finalization
  - viii. Notification of award and Contract Documents
  - ix. Subsequent Amendments to the Contract

#### 4. Performance Bond / Security (in Indian Rupees only)

- 41. Within 15 days of issue of notification of award of contract, the successful tenderer shall furnish performance security for an amount equal to 10% of the total value of the A/T (contract), valid up to 6 months after the date of completion of 7 years comprehensive warranty period to ensure compliance of all contractual obligations by the contractor including the comprehensive warranty obligations.
- 4.1 The performance guarantee shall be denominated in Indian rupees and shall be in one of the following forms:

(i) Fixed deposit Receipt drawn on any Nationalized bank or scheduled bank or commercial bank in India, in favour of the Purchaser;

(ii) Bank guarantee issued by a Nationalized bank or schedule bank or commercial bank in India in the prescribed format as per Annexure-11.

**4.2** In the event of any loss to the purchaser, due to contractor's failure to fulfill the contractual obligations etc., the performance security will compensate the loss i.e. the Director, Rajiv

Gandhi Super Specialty Hospital, will deduct the amount from performance security and release the balance amount as stipulated.

4.3 The performance guarantee shall be released without any interest to the contractor on completion of the contractual obligations including warranty obligations by the contractor.

# 4.4 The performance guarantee will be released after 6 months of completion of comprehensive warranty period of 7 years unless otherwise specified in the SCC.

#### 5 <u>Technical specifications and standards</u>

The goods to be supplied by the contractor under this contract shall conform to the technical specifications and quality control parameters mentioned in Section –VIII "Technical Specifications & Compliance Statement" of this document.

#### 6 Packing and Marking

- 6.1 The packing for the goods to be provided by the contractor should be strong and durable enough to withstand, without limitation, the entire journey during transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract.
- 6.2 The quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall strictly comply with the requirements as provided in Technical Specifications. In case the packing requirements are amended due to issue of any amendment to the contract, the same shall also be taken care of by the contractor accordingly.
- 7 <u>Inspection</u>: Indenter / representative of the indenter / Technical Committee nominated by the Indenter (s) will inspect/arrange for inspection of the supplies made by the contractor for correctness & completeness of the stores.

#### 8 <u>Delivery schedules</u>

- 8.1 (a) For Indian equipment / indigenously manufactured equipment to be supplied on FOR basis complete stores should be delivered within 45 days of receipt of A/T & in case of imported equipment (to be imported & supplied by the contractor on FOR basis) Complete stores should be delivered within 90 days of receipt of A/T.
- (b) **For imported equipment** (for contracts issued in foreign currency & equipment to be imported by the Dept.) Complete stores should be delivered within 90 days of opening of L/C.

#### 9 <u>Transportation of Goods</u>

- 9.1 The contractor shall not arrange part-shipments and transshipments.
- 9.2 Instructions for transportation of domestic goods including goods already imported by the contractor under its own arrangement: In case no instruction is provided in this regard in the SCC, the contractor will arrange transportation of the ordered goods as per its own procedure.
- 9.3 Shipping Arrangement for Foreign Contracts: In the case of CIP/CIF contracts, the Contractor shall give adequate advance notice to the indenter about the readiness of the consignment, from time to time, and shall arrange for timely shipment.

#### **10 Transit Insurance**

The Purchaser will not pay separately for Transit Insurance and the contractor will be responsible for arrival of entire stores contracted in good condition at destination. The transit risk in this respect may be covered by the Contractor by getting the stores duly insured, if so

desires. The Insurance cover shall be obtained by the Contractor in his own name and not in the name of the Consignee. The Consignee will as soon as possible but not later than 15 days from the date of arrival of stores at destination notify the Contractor of any loss or damage to the stores that may have occurred during transit.

#### 11 Insurance:

Unless otherwise instructed in the SCC, the contractor shall make arrangements for insuring the goods against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery/commissioning.

#### 12 Incidental services

The contractor will provide required jigs & tools, operation manuals, installation & commissioning, training, aftersales service etc.

#### 13 WARRANTY

- **13.1** The contractor shall certify that the stores supplied to the Purchaser under this Contract are of best quality and workmanship and new in all respects and are strictly in accordance with the specifications and particulars mentioned under Section-VIII "Technical Specifications & Compliance Statement".
- **13.2** The contractor shall guarantee that the goods supplied would continue to be of the same quality and particulars for a period of **84** months from the date of installation & commissioning of goods by the consignee. The Contractor further guarantees that, notwithstanding the fact that the Inspecting Officer may have inspected and/or approved the said goods, if during the aforesaid period of **84** months, the said goods be discovered not to conform to the description and quality aforesaid not giving satisfactory performance or have deteriorated, and the decision of the Purchaser in that behalf shall be final and binding on the Contractor and the Purchaser shall be entitled to call upon the Contractor to rectify and/or replace the Stores or such portion thereof as is found to be defective by the Purchaser within a reasonable period or such specified period as may be allowed by the Purchaser in his discretion on application made thereof by the Contractor, and in such an event, the above period shall apply to the stores rectified and/or replaced from the date of rectification and/or replacement mentioned in warranty thereof. Otherwise the Contractor shall pay to the Purchaser such compensations that may arise by reasons of the warranty therein contained.
- 13.3 Comprehensive Warranty should include consumables, parts having limited life and non-consumables parts like probes, metal / plastic / rubber / glass pants, expendable / non-expandable / disposable / non-disposable items / electrical circuits / electrical parts etc. The Comprehensive Warranty should cover each and every part of the equipment. The hospital is not liable to pay any charges on any account during the CMC period of 7 years, for continuous running of the equipment.
- **13.4** In case of plant and machinery or in case of stores, which may require spares, the Contractor shall guarantee and will supply spare parts, if and when required for **7** years.
- **13.5** The Contractor shall furnish the Warranty to the effect that they will furnish the blue prints of drawings of the Spares, as and when required in connection with the main equipment.
- **13.6** <u>Uptime guaranty</u>: During the Warranty/Guaranty period, the contractor shall maintain the equipment with uptime. The contractor shall give a written commitment for 95% uptime of the equipment, calculated on annual basis, with penalty equivalent to double the amount of daily cost (on total loss of revenue per day running cost per day basis) of the unit for each day's delay in proper functioning of the unit beyond 5% down time per annum.

- **14 Assignment / Sub-contracts –** The contractor shall not assign either in part or whole its contractual duties responsibilities and obligations to perform the contract to any third person, except in case of turn-key works. For turn-key works, the contractor will notify the purchaser regarding sub-contractor's details well in advance. However, in all such cases, the responsibility of fulfilling the contractual obligations will remain with the contractor only.
- **15 Amendment / modification of contract:** If necessary, the purchaser may notify the contractor regarding modification / amendment of terms & conditions of the contract, by a written order not amounting to either increase or decrease in the accepted prices.
- **16 Terms & Mode of Payment:** Unless otherwise specified in the SCC, the terms of payment would be as follows:
  - 16.1 For indigenously manufactured equipment / Indian equipment / imported equipment (to be imported & supplied by the contractor) to be supplied on FOR basis: 80% of the total payment shall be released on submission of proof of delivery of complete stores (stores/Consignees Receipt), inspection & Installation of the equipment. Balance 20% payment shall be released after successful commissioning & take over by the consignee.
  - 16.2 The payments shall be made in the currency authorized in the contract.

#### 17 <u>Delay in supplies – penalties</u>

- 17.1 The date of delivery of stores stipulated in the A/T (Contract form) shall be deemed to be the essence of the contract and delivery must be completed not later than the date(s) as specified in the A/T (Contract form).
- 17.2 Part supplies are not acceptable. The arrival date of complete items in the consignee's Stores, as per the A/T (Contract form), will only be considered as the supply date/date of delivery.
- 17.3 If the Contractor fails to supply the items in the stipulated time as mentioned in the A/T (Contract form) the following penalty will be levied on the Contractor (deductible from Performance Security):
  - i. **For delayed supply**: A penalty of 1% of the total value of A/T per week will be imposed subject to a maximum of 5% of the total value of A/T.
  - ii. For Non-supply: Performance Bond/Security of the contractor will be forfeited.

#### 17.4 <u>Risk Purchase</u>

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

#### **18 Termination for default:**

- 18.1 Director, Rajiv Gandhi Super Specialty Hospital, without prejudice to any other contractual rights and remedies available to it (Rajiv Gandhi Super Specialty Hospital), may, by written notice of default sent to the contractor, terminate the contract in whole or in part, if the contractor fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Hospital.
- 18.2 In the event the Hospital, terminates the contract in whole or in part, it may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit at the "Risk and Cost" of the contractor and the

contractor shall be liable to the Hospital, for the extra expenditure, if any, incurred by the Hospital for arranging such procurement.

18.3 Unless otherwise instructed by the Hospital, the contractor shall continue to perform the contract to the extent not terminated.

# 19 Termination for Insolvency – if the contractor becomes bankrupt or otherwise insolvent,

The Director, Rajiv Gandhi Super Specialty Hospital, reserves the right to terminate the contract at any time, by serving written notice to the contractor without any compensation, whatsoever, to the contractor, subject to further condition that such termination will not prejudice or affect the rights and remedies which have been accrued and / or will accrue thereafter to the Hospital.

#### 20 Force Majeure

In the event of any unforeseen circumstances directly interfering with the supply of stores arising during the currency of the contract, such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the Contractor shall, within a week from the commencement thereof, notify the same in writing to the Purchaser with reasonable evidence thereof. Unless otherwise directed by dept. in writing, the contractor shall continue to perform its obligations under the contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. If the force majeure conditions(s) mentioned above be in force for a period of 90 days or more at any time, either party shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days' notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this contract prior to such termination.

#### 21 Code of ethics

The Hospital, as well as tenderers, Contractors and Consultants under the contracts shall observe the highest standard of ethics during the procurement or execution of such contracts. In pursuit of this policy, for the purpose of this provision, the terms set forth below are defined as follows:

- 21.1 "Corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public officers/officials in the procurement process or in contract execution;
- 21.2 "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
- 21.3 "Collusive practice" means a scheme or arrangement between two or more Contractors, with or without the knowledge of the Purchaser, designed to establish bid prices at artificial, non competitive levels; and
- 21.4 "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.
- 21.5 A particular violation of ethics may span more than one of above mentioned unethical practices.
- 21.6 The following policies will be adopted in order to maintain the standards of ethics during procurement:

- (a) A proposal for award will be rejected if it is determined that the Contractor recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.
- (b) A contract will be cancelled if it is determined at any time that hospital representatives/officials have directly or indirectly, engaged in corrupt, fraudulent, collusive or coercive practices during the procurement or the execution of that contract.
- (c) In case any individual staff is found responsible, suitable disciplinary proceedings should be initiated against such staff under the applicable government conduct rules. The existing provisions under the Indian law including the instructions of Central Vigilance Commission should be followed in this regard.
- (d) Firms or individuals shall be banned/blacklisted after following due process, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a contract, if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing the contract.

#### 22 Serious Misdemeanors

- 22.1 Following would be considered serious misdemeanors:
  - i. Submission of misleading/false/fraudulent information/documents by the contractor in their bid
  - ii. Submission of fraudulent/unencashable Financial Instruments stipulated under Tender or Contract Condition.
  - iii. Violation of Code of Ethics laid down in Clause 21 of the GCC.
  - iv. Cartel formation or quotation of Pool/Co-ordinated rates leading to "Appreciable Adverse Effect on Competition" (AAEC) as identified under the Competition Act, 2002.
  - v. Deliberate attempts to pass off inferior goods or short-quantities.
  - vi. Violation of Fall Clause by the Firms.
  - vii. Attempts to influence Department's decisions on scrutiny, comparison, evaluation and award of Tender.
- 22.2 Besides, suitable administrative actions, like rejecting the offers or delisting of registered firms, Hospital would ban/blacklist Tenderers committing such misdemeanor, including declaring them ineligible to be awarded the Department contracts for indefinite or for a stated period.

#### 23. <u>Resolution of disputes:</u>

If dispute or difference of any kind shall arise between the Hospital and the contractor in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations. If the parties fail to resolve their dispute or difference by such mutual consultation within twenty one days of its occurrence, then, unless otherwise provided in the SCC, either the Hospital or the contractor may seek recourse to settlement of disputes through arbitration as per The Arbitration and Conciliation Act 1996 as per the below mentioned Arbitration Clause.

**24.** <u>Arbitration Clause:</u> If both parties fail to reach such amicable settlement, then either party (the Purchaser or Seller) may within 21 days of such failure give a written notice to the other party requiring that all matters in dispute or difference be arbitrated upon. Such written notice shall specify the matters which are in difference or of difference of which such written notice has been given and no other matter shall be referred to the arbitration in accordance with the conciliation and arbitration rules of International Chamber of Commerce (ICC)/United National Commission on International Trade Law (UNCITRL) by the arbitrator(s) appointed in accordance with the procedure being followed by the Govt.of NCT of Delhi. The arbitration proceeding shall be held in New Delhi and shall be

conducted in English language. All documentation to be reviewed by the arbitrators and/or submitted by the parties shall be written or translated into English. Venue of arbitration shall be New Delhi. The arbitrator or arbitrators appointed under this article shall have the power to extend time to make the award with the consent of the parties. Pending reference to arbitration, the parties shall make all endeavors to complete the contract/work in all respects and all disputes, if any, will finally be settled in the arbitration.

#### 25. Applicable Law

- 25.1 The contract shall be interpreted in accordance with the laws of India.
- 25.2 Irrespective of the place of delivery, or the place of performance or the place of payments under the contract, the contract shall be deemed to have been made at the place from which the notification of acceptance of the tender has been issued.
- 25.3 The courts of the place from where the notification of acceptance has been issued-shall alone have jurisdiction to decide any dispute arising out or in respect of the contract.

# Section: V- Special Instructions to Tenderers (SIT)

The following special instructions will apply for this purchase. These special instructions will modify/ substitute/supplement the corresponding General Instructions to Tenderers (GIT) incorporated in Section-III.

SI.No.	Item	SIT Provision
1	Purchaser	Director, Rajiv Gandhi Super Specialty Hospital,Govt.of NCT of Delhi, Tahirpur, Near Dilshad Garden,Delhi-93
2	Indenter (s)	Medical Superintendent, Rajiv Gandhi Super Specialty Hospital,Govt.of NCT of Delhi, Tahirpur, Near Dilshad Garden,Delhi-93
3	Paying Authority(ies)	Director, Rajiv Gandhi Super Specialty Hospital,Govt.of NCT of Delhi, Tahirpur, Near Dilshad Garden, Delhi-93
4	Consignee (s)	Medical Superintendent, Rajiv Gandhi Super Specialty Hospital,Govt.of NCT of Delhi, Tahirpur, Near Dilshad Garden,Delhi-93
5	Inspection Authority	Indenter / representative of the indenter / Technical Committee nominated by the Indenter(s)
6	E.M.D. (Refundable)	T/E no. 1/1 3D Echo Cardiography System - Rs.1,30,000/-

# Section VI: SPECIAL CONDITIONS OF CONTRACT (SCC)

The following special condition of contract (SCC) will apply for this purchase. These special conditions will modify/ substitute/supplement the corresponding General conditions of Contract (GCC) incorporated in Section-IV.

SI.No.	Item	SCC Provision
1	Warranty	Seven (7) years Comprehensive Warranty including consumables, parts having limited life and non- consumable parts like probes, metal / plastic / rubber / glass pants, expendable / non-expandable / disposable / non-disposable items / electrical circuits / electrical parts etc. The Comprehensive Warranty should cover each and every part of the equipment. The hospital is not liable to pay any charges on any account during the CMC period of 7 years, for continuous running of the equipment.
2	Delivery Schedules	Complete equipment should be delivered and the equipment be installed & commissioned within eight (8) weeks of issue of A/T (contract).
3	Payment terms	As per GCC
4	Incidental charges	As per GCC

## Section VII: List of Requirements

T/E No.	Name of Equipment	Accounting units	Quantity	Amount of Earnest Money Deposit (EMD)
1/1	3 D- Echo Cardiography System	No.s	One	Rs.1,30,000/-

Technical Specifications of the above equipment are given under Section-VIII.

## Section VIII: Technical Specifications & Compliance Statement

- 1. Technical Specifications are attached.
- 2. Tenderer should furnish stipulated documents in support of fulfillment of qualifying criteria. Non-submission or incomplete submission of documents may lead to rejection of tenders.

- 3. The tenderer is required to provide details, information, confirmations etc. according to the Section-III (GIT clause no. 13) failing which the tender is liable to be ignored.
- 4. The tenderer should submit a technical compliance statement clearly indicating the deviations (if any) in the prescribed format given under Annexure-6.

### **Check-List for Eligibility Criteria**

# (to be submitted on the letter head of the bidder)

#### 1. <u>Prequalification Bid Cover (1)</u>

SI.No.	Required Documents	Yes/No	Total no
			of pages
1	Tender Form (Annexure-7)		
2	EMD to be submitted as per Section III. (Original to be submitted in the tender box placed in the office of Medical Superintendent, Rajiv Gandhi Super Speciality Hospital, Tahirpur, Delhi up to 7.5.2013 till 1.00 P.M.)		
3	Income Tax Return (ITR) – to be submitted as per Section III		
4	Undertaking for Terms & Conditions of this tender - to be submitted in the format given at Annexure-3 on non-judicial stamp paper of Rs.100/- (Original to be submitted in the tender box placed in the office of Medical Superintendent, Rajiv Gandhi Super Speciality Hospital, Tahirpur, Delhi up to 7.5.2013 till 1.00 P.M.)		
5	Undertaking for warranty clause - to be submitted in the format given at Annexure-4 on non-judicial stamp paper of Rs.100/- (Original to be submitted in the tender box placed in the office of Medical Superintendent, Rajiv Gandhi Super Speciality Hospital, Tahirpur, Delhi up to 7.5.2013 till 1.00 P.M.)		
6	Manufacturer's Authorization Letter, if any, to be submitted as per Annexure-9.		
7	Copy of this tender document duly signed & stamped by the tenderer.		
8	Tenderers should submit authorization letter to sign and submit the tenders as prescribed under Section-III as per Annexure-10.		

#### 2. Technical Bid Cover (2)

1	Undertaking related to service original centre etc. to be submitted in the format given at Annexure-5 on non-judicial stamp paper of Rs.100/- (Original to be submitted in the tender box placed in the office of Medical Superintendent, Rajiv Gandhi Super Speciality Hospital, Tahirpur, Delhi up to 7.5.2013 till 1.00 P.M.)	
2	Technical Compliance Statement to be submitted as per Section III and in the format given at Annexure-6 on letter head	
3	Additional information to be submitted as per Annexure-8 on letter head	
4	List of successful installations & commissions executed by	

	them for similar equipment, preferably from Govt. Hospitals / Institutions in India, in the last three years.	
5	Technical offer / Bid	
6	Brochures, literature and catalogues etc.	

- Whether all required documents are submitted or not:
- Whether all documents submitted are in order or not:

.....

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

[Name & address & seal of the Tenderer]

# Price Schedule

Tender Inviting Authority: Director,Rajiv         Gandhi Super Speciality Hospital         Name of Work: Procurement Of         Equipment         Contract No. F 4/ /RGSSH/Purchase/2013         Tender Id:2013 RGSSH 32913 1         Bidder         Name:         PRICE SCHEDULE         (This BOQ template must not be modified/replaced by the Bidder         and the same should be uploaded after filling the relevant columns,         else the Bid is liable to be rejected for this tender. Bidder are         allowed to enter the Bidder Name and values only)         SI.       Item							Total
No.	Descriptio n			Unit Cost inclusive of Packing and forwarding charges, transport- tation cost, insurance, installation and commission- ing charges etc. (in Indian Rs.)	duties if applicable for one unit (in Rs.) Please quote amount in Rupees not in terms of percentage	Any for one unit (in Rs.) Please quote amount in Rupees not in terms of percentage	Amount In Rs. (5+6+7)
1	2	3	4	5	6	7	8
1	3D-ECHO Cardiograp hy System	1	Nos	0.00	0.00	0.00	0.00
-	***Total in Figures					0.00	
***To Wor	otal in ds		Ru	pees zero onl	у		

### Annexure-3

### **Undertaking**

(To be submitted on non-judicial stamp paper of Rs.100/-)

- 1. I/we am/are the manufacturers of the equipment required as per the above mentioned NIT.
- I/we have carefully read and understood all terms and conditions/instructions elaborated in various sections of this Tender and I/we shall abide by them.
- I/we do accept / agree for the all clauses including the comprehensive warranty for 7 Years and Payment Terms & Conditions of this Tender Enquiry.
- I/we do hereby confirm that the prices/rates quoted are fixed and are at par with the prices quoted by me/us to any other Govt. of India/Govt. of NCT Delhi Hospitals/Medical Institutions.
   I/we also offer to supply the stores at the prices and rates not exceeding those mentioned in the price Bid.
- 5. I/we agree to abide by my/our offer for a period of 150 days from the date of opening of the Tender.
- 6. I/we have necessary infrastructure for maintenance & repair of the equipment and will provide all accessories / spares as and when required.
- 7. I/we also declare that in case of change of Indian Agent or for any other change, merger, dissolution, solvency etc. in the organization of our foreign principles, we would take care of the Guarantee/Warranty/Maintenance & repair of the equipment.
- 8. I/we undertake to get the equipment repaired within 48 hours of the receiving of the complaint from the hospital failing which a penalty @1% of the cost may be recovered from the Performance Bond/Security before releasing the same to us.

[Signature with date, name and designation] for and on behalf of Messrs...... [Name & address & seal of the Tenderer]

### <u>Annexure-4</u>

# Warranty / Guaranty Undertaking

(To be submitted on non-judicial stamp paper of Rs.100/-)

Tender Item No	
----------------	--

Due for Opening on\_\_\_\_\_

Name of the equipment:\_\_\_\_\_

I/We M/s\_\_\_\_\_\_ hereby declare that:

- 1. I/we do accept / agree for the warranty/guaranty clause as stipulated in this tender document (7 years Comprehensive warranty) for the complete equipment including consumables, parts having limited life and non-consumable parts like probes, metal / plastic / rubber / glass pants, expendable / non-expandable / disposable / non-disposable items / electrical circuits / electrical parts etc. The Comprehensive Warranty should cover each and every part of the equipment. The hospital is not liable to pay any charges on any account during the CMC period of 7 years, for continuous running of the equipment.
- 2. I/we wouldn't not charge / quote any extra price on any account during the warranty / guaranty period and will ensure continuous running of the equipment.
- 3. I/we do accept / agree to provide uptime Guaranty of 95%, as stipulated in this tender document.
- 4. I/we would supply spare parts, if and when required for 07 years.
- 5. I/we would furnish the blue prints of the drawings of the spares as and when required in connection with the main equipment.

[Signature with date, name and designation] for and on behalf of Messrs.....[Name & address & seal of the Tenderer]

### Annexure-5

### **Undertaking related to After Sales Service**

(To be submitted on non-judicial stamp paper of Rs.100/-)

Tender Item No	

Due for Opening on\_\_\_\_\_

Name of the equipment:\_\_\_\_\_

- I/We, are/am manufacturers of the equipment required as per the above mentioned NIT, hereby confirm that I/we have the requisite infrastructure and trained technical manpower to provide satisfactory after sales service (repair & maintenance) of the equipment supplied under this contract.
- 2. Our service facility is located at (Indian Centre) \_\_\_\_\_(complete address with telephone nos, e-mail ids etc.)
- 3. Our local service facility (Delhi/New Delhi/NCR) is located at \_\_\_\_\_(if any)
- 4. Name of the person(s) responsible for maintenance of the above said facilities with address and telephone number and email id\_\_\_\_\_\_.
- 5. I/We further confirm that the above said service/local service facility has the capacity & capability to provide after sale service through the contract period.
- 6. I/we agree to provide the required accessories/ spares as and when required by the indenter, for 7 years from the date of installation & commissioning of the equipment.

[Signature with date, name and designation] for and on behalf of Messrs.....[Name & address & seal of the Tenderer]

# **Technical Compliance Statement**

## (to the submitted on the letter head)

- The tenderer is required to provide details, information, confirmations etc. according to the Section-III (GIT clause no. 13) failing which the tender is liable to be ignored.
- Tenderer should furnish stipulated documents in support of fulfillment of qualifying criteria. Non-submission or incomplete submission of documents may lead to rejection of offer.
- Tenderer should indicate 'yes meets' or 'no, doesn't meet' under appropriate columns in the technical compliance statement:

Tender Item No.\_\_\_\_\_

Due for Opening On\_\_\_\_\_

Name of the Equipment \_\_\_\_\_

SI. No.	Tender Technical Specifications	Specifications of the Equipment offered by the tenderer	Whether the offered equipment meets tender specificatio ns or not	Technical bid / offer (submitted by the tenderer) page number on which this particular specification is mentioned.	Deviation(s) from tender specifications, if any (in unambiguous terms)

.....

[Signature with date, name and designation]

for and on behalf of Messrs.....

[Name & address & seal of the Tenderer]

### Annexure-7

### Tender Form

(Tenderers should submit the 'Tender Form' on letter head as per the format given below)

Date.....

То

(complete address of the Dept.)

Ref: Your Tender document No......dated.....

We, the undersigned have examined the above mentioned tender enquiry document, including amendment No.-----, dated------(if any), the receipt of which is hereby confirmed. We now offer to supply, install, commission, maintain & repair ......(description of goods and services) in conformity with your above referred document.

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

We agree to provide 7 years comprehensive warranty as per stipulated in this NIT, for the complete equipment including consumables, parts having limited life and non-consumable parts like probes, metal / plastic / rubber / glass pants, expendable / non-expandable / disposable / non-disposable items / electrical circuits / electrical parts etc. The Comprehensive Warranty should cover each and every part of the equipment. The hospital is not liable to pay any charges on any account during the CMC period of 7 years, for continuous running of the equipment.

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

We agree to keep our tender valid for acceptance for a period up to 150 days, as required in this tender for due performance of the contract.

We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

Dated this \_\_\_\_\_day of \_\_\_\_\_

Yours faithfully,

.....

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

[Name & address& seal of the Tenderer]

### Annexure-8

### <u>Additional Information</u> (To be submitted on the letter head)

#### Tender Enquiry No\_\_\_\_

#### Due for Opening On\_\_\_\_\_

- 1. Name, Address, Telephone nos, & e-mail Id of the Tenderer/Contractor/Manufacturer:
- 2. Brand of Stores offered:
  - Make:
  - Model:
- 3. Station of Manufacturer:
- 4. Name, Address, Telephone nos.& e-mail ID of Local(Delhi/New Delhi/NCR) Service Station:
- 5. Name, Address, Telephone nos.& e-mail ID of Indian Agent, if duly appointed:
- 6. Permanent Income Tax (PAN) No.
- 7. Name, address, Telephone nos. & e-mail ID of your Bankers:
- 8. Details of Equipment Quality Control (QC Test report etc.) etc.:
- 9. Business Name and constitution of the Manufacturer. The firm/company is registered under:
  - (i) The Indian Companies Act. 1956
  - (ii) The Indian Partnership Act 1932
  - (iii) Any Other Act, if not Indian (Please give full details like Name, Address, Telephone nos. & e-mail ID etc. of the registering authority)
- 10. Stock in hand at the time of bidding:
  - (a) Held by you against this enquiry:
  - (b) Held by M/s\_\_\_\_\_ over which you have a pre-tender agreement
- 11. Do you agree to sole arbitration by an officer in the Department of Law & Justice, Govt.of NCT to be appointed as Arbitrator by the Secretary (Health & Family Welfare)? (It should be noted that omission to answer the above question will be deemed as an acceptance of the clause).
- 12. For partnership firms, state whether they are registered or not registered under Indian Partnership Act, 1932, whether by the partnership agreement authority to refer disputes concerning the business of the partnership to arbitration has been conferred on the partner who has agreed to sign the tender.
- 13. Whether you posses the requisite license for manufacturer of the stores and / or for the procurement for raw materials belonging to any controlled category required for the

manufacturer of the stores? In the absence of any reply it would be assured that it has the requisite license.

14. State whether business dealing with you has been banned by any Govt.of India / Indian State Government organizations or any other Governments?

Yours faithfully,

.....

[Signature with date, name and designation]

# Manufacturer's Authorization Letter

(To be submitted on the manufacturer's letterhead)

Yours faithfully,

.....

[Signature with date, name and designation]

## Authorization Letter to sign the tender document

(To be submitted on the letterhead)

Yours faithfully,

.....

[Signature with date, name and designation]

### Annexure-11

### Bank Guarantee Form for Performance Security (in Indian Rupees only)

	[]	nsert: Bank's	Name, and Add	dress of Issuir	ng Branch
or Office] Beneficiary: Date:	[insert: Nam	and Address	of the Dept.]		-
PERFORMANC	E GUARANTEE No.:				
contractor) (he	ereinafter called "the contrac dateddated	tor") has un	idertaken, in j	pursuance of	contract

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

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

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

We hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand. We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the contractor shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

We undertake to pay the Director, Rajiv Gandhi Super Specialty Hospital, Tahirpur Delhi up to the above amount upon receipt of its first written demand, without the Director, Rajiv Gandhi Super Specialty Hospital, Tahirpur Delhi having to substantiate its demand.

This guarantee will remain in force for a period of sixty days after the currency of this contract (as stipulated in the contract) and any demand in respect thereof should reach the Bank not later than the above date.

.....

(Signature of the authorized officer of the Bank) Name and designation of the officer Seal, name & address of the Bank and address of the Branch

# A/T (Contract Form)

### Rajiv Gandhi Super Specialty Hospital, Tahirpur, Near Dilshad Garden, Delhi-110093 Tel.No.s: + 91-011-22312244

E-mail: rgssh2013@gmail.com

A/T (Contract) No.\_\_\_\_\_ Dated\_\_\_\_\_

This is in continuation to this office Notification of Award No.\_\_\_\_\_ dated\_\_\_\_\_

- 1. Name & address of the Contractor\_\_\_\_\_
- 2. Name & address of the Indian Agent, if any\_\_\_\_\_
- **3.** Department's Tender Enquiry No.\_\_\_\_\_dated\_\_\_\_\_and subsequent Amendment No.\_\_\_\_\_dated\_\_\_\_\_(if any), issued by the Deptt.
- Contractor's Tender No.\_\_\_\_\_dated\_\_\_\_\_and subsequent communication(s) No.\_\_\_\_\_dated\_\_\_\_\_(If any), exchanged between the supplier and the Deptt. in connection with this tender.
- 5. In addition to this Contract Form, the following documents etc., which are included in the documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as part of this contract:
- (i) General Conditions of Contract;
- (ii) Special Conditions of Contract;
- (iii) List of Requirements;
- (iv) Technical Specifications:
- (v) Tender Form furnished by the contractor;
- (vi) Price schedule furnished by the contractor in its tender;
- (vii) Manufacturer's Authorization Letter
- (viii) The Department's Notification of Award
- (ix) Undertakings submitted by the contractor

Note: The words and expressions used in this contract shall have the same meanings as are respectively assigned to them in the conditions of contract referred to above.

- 6. Some terms, conditions, stipulations etc. out of the above-referred documents are reproduced below for ready reference:
  - (i) Consignee:
  - (ii) Destination and dispatch instructions:
  - (iii) Name & Address of the Contractor's foreign principle in whose name the L/C is to be opened and payments are to be released by the bankers
  - (iv) Country Of Origin of the equipment:
  - (v) Delivery schedules:

- a. For Indian equipment / indigenously manufactured equipment to be supplied on FOR basis - complete stores should be delivered within 45 days of receipt of A/T & in case of imported equipment (to be imported & supplied by the contractor on FOR basis) - Complete stores should be delivered within 90 days of receipt of A/T.
- b. For imported equipment (for contracts issued in foreign currency & equipment to be imported by the Dept.) Complete stores should be delivered within 90 days of opening of L/C.

#### (vi) Inspection/Quality Control:

- a. Inspection Authority
- b. Inspecting Officer
  - c. Place of inspection

#### (vii) Paying authority:

#### (viii) Payment terms:

For indigenously manufactured equipment / Indian equipment to be supplied by the <u>Contractor on FOR basis</u>: 80% of the total payment shall be released on submission of proof of delivery of complete stores (stores/Consignees Receipt), inspection & Installation of the equipment. Balance 20% payment shall be released after successful commissioning & take over by the consignee.

- (ix) <u>Warranty Clause</u>: As given under Section IV. It is, however, re-iterated that the good supplied will be initial 7 years comprehensive warranty.
- (x) Brief particulars of the equipment which shall be supplied by the contractor are as under(complete as per the offer made by M/s----- in their tender and price schedule):

Description of the equipment to be supplied	Qty	Unit Price(in)	Total Price(in)
Name of the equipment:			
Model:			
Make :			
Manufactured by :			
Complete equipment conforming to the technical specifications and			
as per the description given in the tender submitted by the			
contractor and duly examined and approved by the hospital			
technical bid evaluation committee.			
Effective total cost of this contract:			
In case of imported equipment (for contracts issued in foreign			
currency & equipment to be imported by the Dept.)			
Total FOB price			
<ul> <li>Less Indian Agent Commission (if any &amp; if quoted -</li> </ul>			
payable in equivalent Indian rupees)			
Net FOB price			
<ul> <li>Add Insurance&amp;Freight charges</li> </ul>			
<ul> <li>Total CIF, New Delhi price</li> </ul>			
In case of Indian/indigenously manufactured equipment /			
imported equipment (imported & supplied by the contractor) to			
be supplied on FOR basis			
<ul> <li>Total FOR, New Delhi/Delhi price</li> </ul>			
Applicable taxes (VAT etc)			
Total FOR, New Delhi/Delhi price			

- 7. <u>Training</u>: The contractor shall provide onsite training to medical & technical staff of the Purchaser.
- 8. <u>Service after expiry of Comprehensive warranty of 7 years</u>: Immediately, after expiry of comprehensive warranty period, the contractor will enter into paid Annual Maintenance Contract (AMC) for the equipment.

Medical Superintendent RGSSH

#### Copy to:

- 1. PA to Director, RGSS Hospital for information;
- 2. Purchase Officer, RGSS Hospital with the request to intimate the Purchase branch regarding the status of supply / installation / running maintenance of the equipment from time to time;
- 3. M/S -----(Contractor) with request to:
  - i. To acknowledge the receipt of this A/T.
  - ii. Intimate the Purchase Officer, RGSSH whether the A/T is in order or not within 5 days of receipt A/T.
- 4. M/S -----(Manufacturer);
- 5. The Asstt. Accounts Officer, RGSSH with the request to:
  - i. to arrange for drawl of advance for opening of Letter of Credit(L/C) for Import, within 10 days of receipt of proposal from the Purchase branch, RGSSH and
  - ii. to arrange for release of payments for locally supplied items within 5 days of receipt of bills from the Purchase branch, RGSSH
- 6. PAO VIII, GTB Hospital Complex through Director, Rajiv Gandhi Super Specialty Hospital, Tahirpur, Near Dilshad Garden, Delhi-110093.
- 7. Guard File.

Medical Superintendent RGSSH

Received and accepted this contract

......

(Signature, name and address of the contractor's representative duly authorized to sign on behalf of the contractor)

For and on behalf of..... (Name and address of the contractor)

(Seal of the contractor) Date: Place:

# **Technical Specifications of 3-D Echocardiography System**

echnical Specifications of 5-D	Echocal diography bystem
Applications	<ul> <li>Cardiac</li> <li>Vascular</li> <li>Abdominal</li> <li>Urology</li> <li>Small body parts</li> <li>The bidders should quote their latest model that complies with the technical specifications.</li> </ul>
Imaging modes	<ul> <li>B-Mode</li> <li>M-Mode</li> <li>Color Doppler</li> <li>Power Doppler</li> <li>PW Doppler</li> <li>CW Doppler</li> <li>3D</li> <li>Duplex</li> <li>Triplex</li> <li>Dual screen</li> <li>Quad screen</li> <li>B-Color</li> <li>Color M-Mode</li> <li>Anatomic M-mode</li> </ul>
Features	<ul> <li>Minimum 17" LCD monitor on articulating arm 2 navigation touch-screens 3 probe ports Minimum 50,000 dynamically scalable channels Fast system boot-up Tissue Tracking &amp; Curve Fitting Analysis Auto Doppler Contrast Imaging THI [Tissue Harmonic Imaging] TDI [Tissue Doppler Imaging] Adaptive Doppler Pulse Inversion Tissue Synchronization Q-Analysis Real-time 3D image former Real-time 3D imaging 3D imaging HD Zoom Panoramic Imaging High Pulse Repetition Frequency Intelligent Image Optimization Intelligent Focusing</li> </ul>

	<ul> <li>TSI, DRS, Flow &amp; Patient optimization Compound imaging Speckle noise reduction Stress Echo Acquisition Protocol</li> <li>Real-time 3D Transthoracic imaging</li> <li>ECG/AUX CW 2200 frame CINE loop Cardiac 3DQ 2DQ [Cardiac 2D Quantification] IMT [intima-media thickness] 2-D Strain quantification ROI [Region of Interest] TDI [Tissue Doppler Imaging] 4 USB ports DVD-CD-RW 160 GB hard drive</li> <li>DICOM compatible</li> <li>Ready to use PACS Compatible with appropriate hardware</li> </ul>
Probes	<ul> <li>Adult Echo Probe</li> <li>Paediatric Echo Probe</li> <li>Trans Thoracic 3D probe</li> <li>Peripheral Vascular Probe</li> <li>Foetal Echo probe</li> <li>TEE 3 D probe Adult</li> <li>Neonatal Echo probe</li> </ul>
Other items	<ul> <li>Colour laser printer</li> <li>UPS back-up with at least 30 minutes back-up</li> <li>Probe covers</li> </ul>