

**Bid Document
for
Supply (including 1 Year Comprehensive Onsite Warranty),
Installation & Commissioning (including Integration in the
Networks) and Post Warranty AMC for 4 years (after one year of
Warranty) of Hot Air oven (Sterilizer) for Tele-Medicine
Application in PAN African e-Network Project**

Tender No: TCIL/15/1061/I/09-MM/31E

Issued on : September 03, 2010

Issued By:

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Telecommunications Consultants India Ltd.

(A Govt. of India Enterprise)
Material Management Division
TCIL Bhawan, Greater Kailash-I
New Delhi – 110048 (India)



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SECTION-1

Tender No.: TCIL/15/1061/I/09-MM/31E

September 03, 2010

NOTICE INVITING TENDER

Sealed tenders are invited from eligible/experienced bidders/firms/organizations/service providers for Supply (including 1 Year Comprehensive Onsite Warranty), Installation & Commissioning (including Integration in the Networks) and Post Warranty AMC for 4 years (after one year of Warranty) of Hot Air oven (Sterilizer) for Tele-Medicine Application in PAN African e-Network Project.

Tenders documents shall be available from the office of Group general Manager (Material Management) 4th Floor, TCIL Bhawan GK-I, New Delhi - 110 048 on payment of non-refundable fee of Rs. 1,000/(USD 25), by Demand Draft in favour of “**Telecommunications Consultants India Ltd.**”, Payable at New Delhi.

Tenderers requesting tender documents through post should include an additional amount of Rs. 50. Mailing of tender will be wholly at the risk of the Tenderers.

Last date of sale of tender documents is **September 20, 2010 upto 17:00 hrs.**

Complete tender documents are also available on TCIL’s website, address given below:

[http:// www.tcil-india.com](http://www.tcil-india.com)

The documents downloaded by the parties from the website shall be valid for participation in the tender process. **Those making use of the tender documents downloaded from the website shall have to pay the fee of the document, i.e. RS 1,000/USD 25, in the form of a demand draft along with the tenders. Tenders received without the requisite fee shall be considered as invalid ab-inito.**

Time Schedule

Last date for receiving of queries for clarifications from the bidders	-	10-09-2010
Pre-bid Conference	-	13-09-2010
Issue of Corrigendum, required if any.	-	14-09-2010

Bidders are advised to check the TCIL website regularly for amendments, if any.

ELIGIBILITY CRITERIA

1. Bidder should be Original Equipment Manufacturer (OEM) or authorized Distributor of the OEM. **(Bidder other than OEM must submit Authorization Letter from the OEM).**
2. OEM(s) of the offered products should have the valid ISO 9001: 2000 Certification. **(Please submit valid ISO Certificate of the OEM).**
3. Average Annual Turnover of the bidder should be at least INR 52.15 Lakh/USD 0.1 Million during the last three financial years ending 31-03-2010. **(Please submit Audited Account & Annual Report).**
4. Bidder should have the experience of having completed similar works, i.e. Supply, Installation, Commissioning & AMC of Hot Air Oven (Sterilizer) for a total value of Rs 83.44 Lakh (or USD 0.18 Million) during last two years ending 31-07-2010. **(Please submit Completion/Execution Certificate from the Client/Copy of P.O)**

5. Equipments supplied by bidder should have been working satisfactorily for the last two years. (Satisfactory performance certificate from customers should be attached).
6. The bidder and the OEM (s) of the offered products should not have been barred/black-listed by any central government department/organization or central PSU (please submit self-declaration to this effect.)

Note:

- (i) Bidder should provide necessary supporting documents as proof in respect of the eligibility criteria mentioned in the bracket against each clause.
- (ii) Bidder shall submit authorization letter(s) from OEM(s) of the offered products offering support for maintaining the equipment for 5 years after successful installation and putting into service.
- (iii) The Bidder should submit details of methodology proposed to be deployed in organizing the AMC.
- (iv) TCIL may issue the POs in a phased manner .The Price finalized in the tender shall remain firm and fixed for a period of 12 months from the date of issue of 1st PO.
- (v) The bidder must submit the Income Tax Return for last 3 financial years.

Earnest money amounting to Rs. 2,50,000/- (Rupees Two Lakh Fifty Thousand Only)/ USD 5,500 (USD Five Thousand Five Hundred Only) by Demand Draft in favour of "Telecommunications Consultants India Ltd.*/Bank Guarantee in the prescribed format from a scheduled bank from its branch at Delhi/New Delhi shall be submitted along with the tender.

Tenders received without EMD/inadequate EMD, and without the requisite Tender Fee of Rs. 1,000/ USD 25 for documents downloaded from TCIL website shall be summarily rejected.

Two-part bid system shall be adopted, i.e., Techno-Commercial Offer and Price Offer.

Tender documents fee (when documents are downloaded from website) and EMD shall be part of Techno-Commercial Offer.

The tenders shall be submitted in the Office of Group General Manager (MM), TCIL, 4th Floor, TCIL Bhawan, G.K.-I, New Delhi-110048 on **or before 15:00 hrs. on September 21, 2010.**

In the first stage, the Techno-Commercial Offers shall be **opened at 16:00 hrs., on September 21, 2010** in the presence of Tenderers or their authorized representatives present at the time of tender opening.

The Price Offers of only those parties who qualify in the first stage shall be opened at time and date to be notified separately.

TCIL reserves the right to accept or reject any or all the tenders without assigning any reason.

(D. Manna)
Group General Manager (MM)

-END OF SECTION 1-

SECTION 2

Tender No.: TCIL/15/1061/I/09-MM/31E

September 03, 2010

INSTRUCTIONS TO BIDDERS

2.1 INTRODUCTION (DEFINITIONS)

- 2.1.1** “Purchaser” means Telecommunications Consultants India Ltd. (TCIL), its Head Quarter at New Delhi or any other project/branch offices within or outside India.
- 2.1.2** “Bidder” means the individual or firm or corporate body or association of persons who participates in the tender and submits its bid.
- 2.1.3** “Goods/Products” means all the hardware equipments, instruments, tools, machinery etc., and/or other materials like components/parts/spares including consumables which the supplier is required to supply to the Purchaser under the Purchase Order.
- 2.1.4** “Letter of Intent (LOI)” means the communication of the intention of the Purchaser to the Bidder to place the Purchaser Order for the former’s offered goods/services.
- 2.1.5** “Purchase/Work Order (PO)” means the order placed by the Purchaser on the Supplier duly signed by the Purchaser’s authorized representative to purchase certain goods & services from the vendor/contractor.
- 2.1.6** “Contract Price” means considerations payable to the supplier/contractor as stipulated in the Purchase or Work Order for performance of specified contractual obligations.

2.2 BIDDER TO BEAR COST OF PURCHASE OF TENDER

The Bidder shall bear all costs associated with the preparation and submission of the bid. The Purchaser in any case will not be responsible or liable for these costs regardless or the conduct of the bidding process.

2.3 BID DOCUMENTS

2.3.1 Bid Documents includes:-

Section 1	Notice Inviting Tender
Section 2	Instructions to Bidders
Section 3	General (Commercial) Conditions of the Contract
Section 4	Special Conditions
Section 5	Bill of Quantity (BOQ) and Price Bid Schedule
Section 6	Scope of Work and Technical Specifications
Section 7	Format of Bid Bond/EMD
Section 8	Format of Performance Bank Guarantee (PBG)
Section 9	Pan-African e-Network architecture diagram

2.3.2 Any clarification or communications obtained from the Purchaser

2.4 AMENDMENT TO BID DOCUMENTS

- 2.4.1 At any time, prior to the date of submission of bids, the Purchaser may for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bid documents by amendments.
- 2.4.2 All Amendments/Corrigendum's/Extension of Date etc. issued subsequent to the date of issue of Tender will be notified on TCIL website. Bidder are advised to visit the TCIL website regularly for the updates.

2.5 EXTENSION OF TIME

In order to give prospective bidders required time in which to take the amendments into action in preparing their bid, the Purchaser may at its discretion extend the deadline for submission of bid suitably.

2.6 BID PRICE

Unit prices/rates shall be quoted as given in Special Conditions of the tender in Section – 4.

2.7 BIDDERS ELIGIBILITY AND QUALIFICATIONS

Bidder shall furnish as a part of bid documents establishing the bidder's eligibility to supply the material. The bidder shall also submit documentary evidence in the form of literature, drawing, data on the goods offered.

2.8 BID SECURITY

- 2.8.1 The Bidder shall submit, as part of bid security as mentioned in the NIT. The bid security shall be in one of the following forms:-
- (a) A Bank Guarantee as per enclosed format issued by a schedule bank in favour Purchaser valid for a period of 180 days from the date of tender opening.
 - (b) Demand Draft or Pay Order from a Scheduled Bank in favour of M/s Telecommunications Consultants of India Ltd., payable at Delhi.
- 2.8.2 The bid not secured in accordance with the above shall be rejected by the Purchaser as non-responsive.
- 2.8.3 The bid security of the unsuccessful bidder will be discharged/ returned as promptly as possible but not later than 30 days after expiry of the bid validity period prescribed by the Purchaser.
- 2.8.4 The successful bidder's bid security will be discharged upon the bidder's submission of the Performance Guarantee.
- 2.8.5 The bid security may be forfeited under the following circumstances:-
- a) If a bidder withdraws his bid during the period of bid validity specified by the bidder on the bid form.

- b) In case of a successful bidder, if he fails to submit the Performance Guarantee within the time prescribed or
- c) If he fails to supply the material in terms of the project.

2.8.6 No interest is payable on EMD.

2.8.7 In case of inadequacy or non-submission of prescribed EMD, the tender shall be deemed to be disqualified and shall be summarily rejected in the technical evaluation.

2.9 VALIDITY PERIOD OF BID

Bid shall remain valid for 120 days after the date of bid opening. The bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

In exceptional circumstances, the purchaser may request the consent of the bidder for an extension to the period of bid validity. The bid security provided under clause 2.8.1 (a) shall also be suitably extended. A bidder accepting the request and granting extension will not be permitted to modify his bid.

2.10 FORMAT OF SIGNING OF THE BID

2.10.1 The bidder shall prepare two copies of the bid clearly marking as one copy as “Original Copy” and the other as “Copy” & also provide softcopy of technical on CD-ROM in MS-Word format.

2.10.2 In the event of any discrepancy between them, original shall prevail.

2.10.3 The original copy of the bid shall be typed and shall be signed by the bidder or a person duly authorized by the bidder. The Letter of Authorization shall be accompanied by a written Power of Attorney accompanying the bid.

2.10.4 All pages of the original bid except printed literature shall be initialed by the person signing the bid.

2.10.5 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be initialed by the bidder signing the bid.

2.11 DEADLINE FOR SUBMISSION OF BID

Bid must be received by the Purchaser at the address specified and not later than the date and time specified in the NIT.

2.12 LATE BID

Any bid received late by the Purchaser after the deadline for submission of the bid shall be rejected and returned un-opened to the bidder.

2.13 MODIFICATION AND WITHDRAWAL OF BIDS

- 2.13.1 The bidder may modify or withdraw his bid provided that written notice of modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of bids.
- 2.13.2 No bidder may modify or be allowed to withdraw bid subsequent to the deadline for submission of bids.

2.14 OPENING OF TECHNO-COMMERCIAL OFFER (PART-1)

- 2.14.1 The Purchaser shall open the Techno-Commercial Offer (Part-1) in the presence of authorized bidder's representatives who choose to attend at date and time specified in the NIT. The bidder's representative who are present shall sign the Attendance Register.
- 2.14.2 A maximum of two representatives for any bidder shall be permitted and authorized to attend the bid opening.
- 2.14.3 The date fixed for opening of bids, if subsequently declared as holiday by the TCIL, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

2.15 CLARIFICATION OF BIDS

- 2.15.1 To assist evaluation and comparison of the bids, the Purchaser may at its discretion may ask the bidder for clarification of the bid. The clarification and response from bidder shall be in writing.
- 2.15.2 The Purchaser does not bind himself to accept the lowest or any tender and reserves to himself the right to accept the whole or any part of the tender and altering the quantities offered and tenderer shall supply the same at the rate quoted.

2.16 EVALUATION OF TENDERS

- 2.16.1 The Purchaser shall evaluate the bids in respect to the substantive responsiveness of the bid or otherwise. The Purchaser shall carry out detailed evaluation of the substantially responsive bids. The Purchaser shall check the bid to determine whether they are complete, whether any computational errors have been made or required sureties have been furnished.
- 2.16.2 Arithmetical error shall be rectified on the following basis :-
- a) If there is a discrepancy between the unit price and total price that is obtained multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the Purchaser.
 - b) In case of discrepancy between words and figures, the amount in words shall prevail.
- 2.16.3 A bid determined as substantially non-responsive shall be rejected by the Purchaser.

- 2.16.4 The Purchaser may waive any minor infirmity or non-conformity or irregularity in the bid which does not constitute a material deviation.
- 2.16.5 The Purchaser shall evaluate in detail and compare the bids which are substantially responsive.
- 2.16.6 Evaluation shall be done in INR on the basis of currency exchange rates prevailing on the close of the date of opening of the technical bids. TT buying rates will be applicable.

2.17 PURCHASER'S RIGHT TO VARY QUANTITIES

- 2.17.1 The Purchaser reserves the right at the time of award of the contract to increase the quantity of the goods and services specified in the schedule of requirements without any change in unit price of the ordered quantity.

2.18 PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

The Purchaser does not bind himself to accept lowest or any other tender/bid and has the right to cancel the bidding process and reject all bids at any time prior to award of the contract without assigning any reasons whatsoever and without thereby incurring any liability to the affected bidder on the grounds for the Purchaser's action.

2.19 NOTIFICATION OF SUCCESSFUL BIDDER

- 2.19.1 Prior to the expiration of the bid period, the Purchaser will notify the successful bidder in writing by registered letter or fax, to be confirmed in writing by registered letter that its bid has been accepted.
- 2.19.2 Upon successful bidder furnishing of Performance Guarantee, the Purchaser will notify each successful bidder and will discharge its bid bond.

2.20 ISSUE OF LETTER OF INTENT

- 2.20.1 The issue of Letter of Intent shall constitute the intention of the Purchaser to place the Purchase Order with the successful bidder.
- 2.20.2 The bidder shall within 10 days of issue of Letter of Intent give its acceptance alongwith Performance Guarantee in conformity with the bid documents.

2.21 CANCELLATION OF LETTER OF INTENT

Failure of the successful bidder to comply with the requirement of submission of Performance Guarantee in time shall constitute sufficient ground for the cancellation of the acceptance of bid and forfeiture of the bid bond, in which case Purchaser may make the offer to any other bidder at the discretion of the Purchaser or call for new bids.

2.22 POST BID CLARIFICATIONS

No post bid clarification at the initiative of the bidders shall be entertained and any effort by the bidders to influence the Purchaser in the Purchaser's bid evaluation, bid comparison or award of the contract shall result in rejection of the bid.

2.23 DELIVERY

Delivery of the goods shall be made by the supplier in accordance with the terms specified by the Purchaser in the Special condition of the contract and goods shall remain at the risk of the supplier until delivery have been completed in full. The Schedule of delivery shall be the essence of the contract.

2.24 SUBMISSION OF BID

Sealed offer shall be submitted in two separate envelopes.

Envelope 1 superscribed as PART-1 (Techno-Commercial Offer) shall contain the following:

- a) Documentary evidence in respect of the eligibility criteria mentioned in the N.I.T.
- b) EMD/Bid Bond
- c) Demand Draft for Rs. 1,000/USD 25 in favour of “Telecommunications Consultants India Ltd.” payable at New Delhi if the tender document in downloaded from the website.
- d) **Technical Offer of the bidder should contain the following:**
 - i) Make and Model of the offered products along with the Data Sheet.
 - ii) Compliance to technical specifications of all the equipments mentioned in the technical specifications of the Tender, giving cross-reference to the datasheets from manufacturers/suppliers in support of compliance to the technical specifications of the products considered/proposed to be supplied as part of the tender.
 - iii) List of the Software/Accessories that shall be provided with the equipment.
 - iv) Un-priced bid schedule (which shall not include any price) exactly in the same format as that of the Price Bid Schedule given in Section-5. The bidder shall make sure that the make and model of the products offered is indicated in un-priced bid schedule. In case this is not submitted in the technical bid, the technical bid shall be considered incomplete.
- e) A statement showing Clause-by-Clause compliance to all Terms & Conditions of all the Section of the tender.
- f) **All the pages of the Bid (original & copy) must be serially numbered, properly stitched and kept in a file. Each page must indicate the page number of that page/the total number of page the bid contains. For example, if the bid contains 99 pages in total, the marking on page 1 shall be “1/99”, on page 2 it will be marked as “2/99” and so on.**

Envelope 2 superscribed as PART-II (Price Offer) shall contain the Price Bid Schedule as per the format given in Section –5 of the Bid Document. **Soft copy of the price bid in Excel format on CD is to be submitted along with the hard copy in the price bid.**

A single sealed envelope containing both the envelopes (i.e. Envelope 1 & Envelope 2 sealed separately) shall be addressed to the purchaser at the following address:

Group General Manager (MM)
Telecommunications Consultants India Limited,
MM Division,
TCIL Bhawan, Fourth Floor,
Greater Kailash – I,
New Delhi – 110 048.

Tel: +91-11-2620 2406
Fax: +91-11-2624 2266/2624 1847

The envelopes should be superscribed “**Tender No.:** _____ **dated** _____ **for** _____ and also “**Do not open before** _____”.

The tender may be sent by the tenderers by Courier/Speed-post, with the envelope marked as above. Alternatively, tenders may also be deposited by the tenderers in the tender box kept in MM-Division at 4th floor at TCIL Bhawan.

The tender box shall be sealed at the stipulated deadline for submission.

The tender box shall be opened at the stipulated time of opening in the presence of intending bidders.

The names/designations of concerned officers who can be contacted are mentioned below:

(M. K. Merkap)
General Manager (MM)
Tele: 26202474

(M.S. Shabarwal)
Manager (MM)
Tele: 26202422

- (i) The inner and outer envelopes shall indicate the name and address of the bidders to identify the bid and to enable the bid to be returned unopened in case it is declared ‘late’ or ‘rejected’.
- (ii) **VENUE OF TENDER OPENING:** Tender shall be opened in 4th floor TCIL Bhawan, New Delhi-110048 at the time on the due date mentioned in the N.I.T. If due to administrative reason the venue of Bid opening is changed it will be duly displayed at the Reception Hall of TCIL Bhawan.
- (iii) Offer received through Fax/E-mail or through open letter shall be ignored.

2.25 PRE-BID CONFERENCE

A pre-bid conference will be held on 13-09-2010 at 15:00 hrs at TCIL Bhawan, New Delhi to address the queries of the bidders if any. Bidders may send their queries, if any, to GGM (MM) before 10-09-2010. Queries received upto 10-09-2010 and during pre-bid conference will be clarified on 13-09-2010 as far as possible. Corrigendum, if any, required will be issued on 14-09-2010.

2.26 OPENING OF PRICE OFFER

Price offer of only those bidders will be opened whose Techno-Commercial offers are found to be qualified and acceptable to TCIL. Bidder's representative may attend the Price Offer opening. The qualified parties shall be notified with the date, time & venue of the opening of the Price Offer.

-END OF SECTION 2-

SECTION - 3

Tender No.: TCIL/15/1061/I/09-MM/31E

September 03, 2010

GENERAL (COMMERCIAL) CONDITIONS OF THE CONTRACT

3.1 PRICE APPLICABILITY

Prices in the Purchase Order shall remain valid for the period of delivery schedule or extended delivery schedule. In case of delayed supplies, after delivery period, the advantage of reduction of taxes/duties shall be passed onto the Purchaser and no benefit of increase will be permitted to the Supplier.

3.2 STANDARDS

The goods supplied under the contract shall conform to the standards mentioned in the Technical Specifications.

3.3 PATENT RIGHTS

The Supplier shall indemnify the Purchaser against all third party actions/claims of infringement of patent, trademark or industrial design rights arising from the use of goods or any part thereof.

3.4 PERFORMANCE SECURITY

3.4.1 Within 15 days of the Supplier's receipt of Letter of Intent (LOI)/P.O., the Supplier shall furnish a Performance Security for the amount of 10% of the contract/P.O value.

3.4.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the contract.

3.4.3 The Performance Bond shall be in the form of Bank Guarantee issued by a Scheduled Bank situated in India and in the form provided by TCIL.

3.4.4 The Performance Bond will be discharged by the Purchaser after completion of the Supplier's obligations including any warranty obligations under the contract.

3.4.5 As regards validity of PBG, please refer to Special Conditions of the contract (Section-4).

3.5 INSPECTION AND TESTS

3.5.1 The Purchaser or its representatives or ultimate client shall have the right to inspect and test the goods for their conformity to the specifications. The Purchaser may also appoint an agency for this purpose. The technical specifications shall specify what inspection and tests the Purchaser requires and where they are to be conducted. Where the Purchaser decides to conduct such tests on the premises of the Supplier, all reasonable facilities and assistance like testing instruments and other test gadgets including access to the drawings and production data shall be furnished to the Inspector free of costs. In case the tested goods fail to conform to the specifications, the Inspector may reject them and the Supplier shall either replace the rejected goods or make alteration necessary to meet the specifications requirements free of cost to the Purchaser.

- 3.5.2 Notwithstanding the pre-supply tests and inspections, the material on receipt in the Purchaser's premises shall also be tested and if any material or part thereof is found defective, the same shall be replaced free of cost to the Purchaser.

If any material before it is taken over is found defective or fails to fulfill the requirements of the contract, the Inspector shall give the Supplier notice setting forth details of such defects or failures and the Supplier shall make the material good or alter the same to make it comply with the requirements of the contract and in any case within a period not exceeding 2 months of the initial report. These replacements shall be made by the Supplier, free of the all charges, at the site(s).

- 3.5.3 As regards Inspecting Authority and other details please refer to Special Condition of the Contract (Section-4).

3.6 TRAINING (WHERE REQUIRED)

- 3.6.1 The Bidder shall provide training for installation and maintenance staff of the Purchaser free of cost, where required.
- 3.6.2 The Bidder shall specify in his bid the number of trainees, quantum of proposed training, pre-training qualifications required of the trainees and the duration of the proposed training required.
- 3.6.3 The Bidder shall provide all training materials and documents and aids.
- 3.6.4 Conduct of training of the Purchaser's personnel shall be at the suppliers' plant and/ or on-site in assembly start-up operation, maintenance and/or repair of the supplied goods.

3.7 WARRANTY

- 3.7.1 The Supplier shall give warranty that goods to be supplied shall be new and free from all defects and faults in material, workmanship, and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type ordered and shall perform in full conformity with the specifications and drawings. The Supplier shall be responsible for any defects that may develop under the conditions provided by the supplier and under proper use, arising from faulty materials, design or workmanship such as corrosion of the equipment, inadequate contact protection, deficiencies in circuit design and or otherwise and shall remedy such defects at his own cost when called upon to do so by the Purchaser who shall state in writing in what respect goods are faulty. This warrantee shall survive inspection or payment for, and acceptance of goods, after the goods have been taken over.

However the warranty period specified, if any, in the Special Condition of Contract (Section – 4) the same shall rule.

- 3.7.2 If it becomes necessary for the supplier to replace or renew any defective portion/portions of the equipment under this clause, the provisions of the clause shall apply to the portion/portions of equipment's replaced or renewed or until the end of the above-mentioned period of sixty months, whichever may be later. If any defect is not remedied within a reasonable time, the Purchaser may proceed to get the work done at

the Supplier's risk and expenses, but without prejudice to any other rights which the Purchaser may have against the Supplier in respect of such defects.

3.7.3 Replacement under warranty clause shall be made by the Supplier free of all charges at site including freight, insurance and other incidental charges.

3.8 CHANGE ORDERS

3.8.1 The Purchaser may at any time by written order given to the Supplier make changes within the general scope of the contract in any one or more of the following:-

- a) Drawings, designs or specifications where goods to be furnished under the contract are to be specifically manufactured for the Purchaser.
- b) Method of transportation or packing.
- c) Place of delivery.
- d) Services to be provided by the supplier.

3.8.2 If any such change causes an increase or decrease in the cost or the time required for the execution of the contractor, an equitable adjustment shall be made in the contract price or delivery schedule or both and the contract shall accordingly be amended.

3.9 SUB-LETTING

The Bidder cannot assign or transfer and sub-contract its interest/ obligations under the contract without prior written permission of the Purchaser.

3.10 LIQUIDATED DAMAGES

3.10.1 The date of the delivery of the goods stipulated in the acceptance of tender should be deemed to be the essence of the contract and the delivery must be completed not later than the dates specified therein. Extension in delivery period will not be given except in exceptional circumstances. Should, however, deliveries be made after expiry of the contract delivery period and accepted by the consignee, such deliveries will not deprive the Purchaser of the right to recover Liquidated Damages.

3.10.2 In case the Supplier fails to supply the material against the order, the material shall be procured from other suppliers at the cost and risk of the Supplier and the excess money will be recovered from any dues of the party.

3.10.3 For late supplies, as liquidated damages, a sum equal to 2% of the price of any goods not delivered or total order value in case where part delivery is of no use to a Purchaser, for a week or part of a week subject to maximum limit of 10% of the total order will be recovered from the Supplier. The Purchaser also reserves the right to cancel the order in such cases and forfeit the EMD/Performance Bank Guarantee and may also debar the Supplier for future purchases.

3.10.4 LD can be recovered from any dues of the Supplier.

3.11 ARBITRATION

In case of Foreign Bidders :

- 3.11.1 Any dispute or differences arising out of the contract which cannot be amicably settled between the supplier and the purchaser shall be decided as per arbitration rules of International Chamber of Commerce, Geneva. For arbitration, the venue shall be Geneva.

In case of indigenous Bidders:

- 3.11.2 In the event of any dispute arising between TCIL and the Supplier in any matter covered by this contract or arising directly or indirectly therefrom or connected or concerned with the said contract in any manner of the implementation of any terms and conditions of the said contract, the matter shall be referred to the Chairman & Managing Director, TCIL who may himself act as sole arbitrator or may name as sole arbitrator an officer of TCIL notwithstanding the fact that such officer has been directly or indirectly associated with this contract and the provisions of the Indian Arbitration Conciliation Act, 1996 shall apply to such arbitration. The supplier expressly agrees that the arbitration proceedings shall be held at New Delhi.

- 3.11.3 The proceedings of arbitration shall be in English language:

- 3.11.4 In case any supplier wants to take the dispute to a court of law after arbitration award as aforesaid, it is clearly understood that only courts in Delhi shall have the Jurisdiction.

- 3.11.5 In case of Public Sector Undertaking/Government Departments

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts with any Public Sector Undertaking / Government Department, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary / Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

3.12 RISK PURCHASE

- 3.12.1 In the event of Supplier's failure to execute the contract to the satisfaction of the Purchaser, the Purchaser reserves the right :

- (a) to reject any part of the Contract executed and withhold payment for such portion of the Contract till such time the defects are rectified to the satisfaction of the Purchaser.
- (b) to terminate the Contract by giving 2 weeks notice in writing without assigning any reason and to get the Contract executed by other agency at the risk and cost of the Supplier.

3.13 APPLICABLE LAWS

This contract shall be interpreted, construed and governed by the laws of the Republic of India and the parties hereby submit to the exclusive jurisdiction of the Court and to all Courts having jurisdiction in appeal there from.

Any dispute in relation to the contract shall be submitted to the appropriate Court of the Republic of India for determination. The parties to the contract shall continue to fulfill their respective obligations under the contract during the currency of the contract pending the final decision of the Court.

3.14 GENERAL LIEN

Whenever under this contract any sum of money is recoverable from and payable by the Supplier, the Company shall be entitled to recover such sum by appropriating in part or in whole the security deposit of the Supplier, if a security is taken from the Supplier. In the event of the Security being insufficient or if no security has been taken from the Supplier, the balance or the total sum recoverable, as may be, shall be deducted from any sum due to the Supplier or which at any time thereafter may become due to the Supplier under this or any other contract with the Company. Should this sum be not sufficient to cover the full amount recoverable, the Supplier shall pay to the Company on demand the remaining balance due.

3.15 PACKING AND MARKING

- 3.15.1 All packing should be strong enough to withstand rough handling by loaders, unloaders and other transporters. Fragile articles should be packed with special precaution and should bear the marking like Fragile, Handle with care and/or 'This Side Up' etc.
- 3.15.2 All delicate surfaces of equipment/goods should be carefully protected and painted with protective paint/compound and wrapped to prevent rusting and damage.
- 3.15.3 Attachments and spare parts of equipment and all small pieces shall be packed in wooden cases with adequate protection inside the case and wherever possible should be sent along with the major equipment. Each item shall be tagged so as to identify it with the main equipment and part number and reference number shall be indicated. All protrusions and threaded fittings shall be suitably protected and the openings shall be blocked by covers.
- 3.15.4 Wherever required equipment material shall be packed in polythene bags and silica gel or similar dehydrating compound shall be put inside the bags to protect them. Pipes/ tubes made of stainless steel, copper etc. shall be packed in wooden cases irrespective of sizes. The successful Bidder shall be held liable for all damages or breakages to the goods due to the defective or insufficient packing as well as for corrosion due to insufficient packing.
- 3.15.5 On three sides and top of package, markings as desired by TCIL, shall be done with indelible ink paint.

3.16 REPLACEMENT OF DEFECTIVE EQUIPMENT

- 3.16.1 If any equipment or any part thereof, is found defective or fails to meet the requirements of the contract before it is accepted TCIL shall give the Supplier a notice setting forth details of such defects or failures and the Supplier shall forthwith arrange to set right the defective equipment or replace the same by the good one to make it comply with the requirements of the contract. This in any case shall be completed within a period not exceeding one month from the date of the initial report pointing out the defects. The replacement or rectification shall be made at site by the Supplier free of cost. Should the Supplier fail to do the needful within this stipulated time frame, the purchaser reserves the right to reject the equipment in full or in part and get it replaced at the cost of the Supplier. The cost of any such replacement made by the Purchaser shall be deducted from the amount payable to the Supplier against this purchase order.
- 3.16.2 If any equipment or part thereof is lost or rendered defective during transit, pending settlement of the insurance claim, fresh order shall be placed on the Supplier for such loss or defective equipment and the Supplier shall arrange to supply the same within three months of such order at the same prices and on the same general terms and conditions as mentioned in this purchase order.

3.17 FORCE MAJEURE

If any time, during the continuance of this contract, the performance in whole or in part by either party under obligation as per this contract is prevented or delayed by reasons of any war or hostility, act of the public enemy, civil commotion, sabotage, fire, flood, explosion, epidemic, quarantine restrictions, strike, lockout or acts of God (hereinafter referred to “eventuality”), provided notice of happening of any such eventuality is given by either party to the other within 21 days of the date of occurrence thereof, neither party shall be reason of such an “eventuality” be entitled to terminate this contract nor shall either party have any claim or damages against the other in respect of such non-performance or delay in performance and deliveries under the contract. The contract shall be resumed as soon as practicable after such “eventuality” has come to an end or ceased to exist. In case of any dispute, the decision of CMD, TCIL, shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such eventuality for a period exceeding 60 days, either party may at its option, terminate the contract. Provided also that if the contract is terminated under this clause the Purchaser shall be at liberty to take over from the Supplier at a price to be fixed by the Purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and other stores in the course of manufacture which may be in the possession of the Supplier at the time of such termination, or such portion thereof as the Purchaser may deem fit except such material, as the Supplier may, with the concurrence of the Purchaser, elect to retain.

3.18 TERMINATION FOR DEFAULT

- 3.18.1 The Purchaser, may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the Supplier, terminate this contract in whole or in part.
- a) if the supplier fails to deliver any or all the goods & services within the time period (s) specified in the contract, or any extension thereof granted by the Purchaser .

- b) if the Supplier fails to perform any other obligation(s) under the contract; and
- c) if the Supplier, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the Purchaser may authorize in writing) after receipt of the default notice from the Purchaser.
- d) On a notice period of 30 days.

3.18.2 In the event the Purchaser terminates the contract in whole or in part pursuant to above para the Purchaser may procure, upon such terms and in such manner as it deems appropriate, goods & services similar to those undelivered and the Supplier shall be liable to the Purchaser for any excess cost for such similar goods. However, the Supplier shall continue the performance of the contract to the extent not terminated.

3.19 TERMINATION FOR INSOLVENCY

The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, without compensation to the supplier if the supplier becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or effect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

3.20 ADD ON/REPEAT ORDER

TCIL reserves the right to place Add on/Repeat order for additional quantity upto 100% of the original quantity at the same rate and terms & conditions of the purchase order within six months from the date of issue of purchase order.

3.21 PATENTS, SUCCESSFUL BIDDER'S LIABILITY & COMPLIANCE OF REGULATIONS

- 3.21.1 Successful Bidder shall protect and fully indemnify the TCIL from any claims for infringement of patents, copyright, trademark or industrial design rights arising from the use of the Goods or any part thereof.
- 3.21.2 Successful Bidder shall also protect and fully indemnify the TCIL from any claims from successful Bidder's workmen/employees, their heirs, dependance, representatives etc or from any other person(s) or bodies/companies etc. for any act of commission or omission while executing the order.
- 3.21.3 Successful Bidder shall be responsible for compliance with requirements under the laws and shall protect and indemnify completely the TCIL from any claims/penalties arising out of any infringements.

3.22 SUBSTITUTION & WRONG SUPPLIES

During the delivery and testing if some of the items found missing, wrong description, short-supplied or damaged the bidder shall supply or replace these items without any cost to the TCIL and all the costs including customs and other taxes, levies shall be borne by the bidder.

- END OF SECTION 3 -

SECTION – 4

Tender No.: TCIL/15/1061/I/09-MM/31E

September 03, 2010

SPECIAL CONDITIONS

4.1 Scope of Work

Bidders may quote either for Option ‘A’ or Option ‘B’ or both.

Option – ‘A’

Supply (including 1 Year Comprehensive Onsite Warranty), Installation & Commissioning (including Integration in the Networks) of Hot Air oven (Sterilizer) for Tele-Medicine Application in PAN Africa e-Network Project in countries as per details given in Section-6. The work also includes Post Warranty AMC for 4 years.

Option – ‘B’

Supply of Hot Air oven (Sterilizer) to African Countries as per details given in Section-6 with commitment of support of spares for 6 (six) years after supply (to cover warranty and AMC period). This, however, will not include the cost of spares. In addition, commitment has to be given by the bidder for providing training to staff of TCIL/authorized agencies of TCIL.

TCIL reserves the right to finalize either Option ‘A’ or Option ‘B’ depending on the suitability of the bids received.

4.2 Price Basis

Price Basis is to be read as under:

	For goods required at Africa
For Foreign Suppliers	In USD on C&F (Destination –Capital of Country) basis for all the African countries
For Indian Suppliers	In INR on C&F (Destination –Capital of Country) basis for all the African countries

The unit prices shall remain firm and fixed for a period of 12 months from the date of Purchase Order or till completion of the delivery of the tendered equipment and services, whichever is later.

Important Note: Shipment of ordered Medical Equipment shall be made by air. The bidder shall quote the C&F prices considering average one freight for all countries/ locations in Africa.

After the arrival of goods at the destination port/airport, customs duty payment, clearance of goods, local transportation, insurance and storage etc. at site shall be arranged by the ultimate consignee.

The prices indicated in the Price Bid Schedule shall be on C&F destination basis, and inclusive of all taxes, duties and levies in the country of manufacture/supplier. However the details of taxes included to be shown separately by Indian Bidders as per format.

For Supplies outside India, TCIL will provide Form 'H', if there is interstate sale. In that case CST Shall be 'NIL'.

For supplies from within the same State (for supplies ex- Delhi), VAT should be shown in the VAT Column.

Excise Duty is not applicable on export. However, it will be the responsibility of the Supplier to execute bond/documents with Excise Department for release of goods without payment of Excise Duty.

Evaluation of bid will be carried out on the basis of total cost including AMC cost but excluding VAT element, which is refundable to the Purchaser on exports (for supplies ex Delhi).

NOTE FOR INDIAN SUPPLIERS

- 1. Please provide copy of PAN Card.**
- 2. Please furnish VAT/CST/ST TIN Number/Registration Number of respective states from where the supply will be made.**
- 3. The supplier shall be responsible for execution of Bond/Documents with Excise Authority for release of goods without payment of Excise Duty.**

4.3 Payment Terms

The payment shall be made through Letter of Credit (L/C) to foreign suppliers. L/C opening charges shall be to TCIL account. All other charges including negotiation and confirmation charges (if confirmation is desired by the supplier) shall be to the account of the supplier.

Payment to Indian Suppliers shall be made in INR through Bank Transfer/cheque.

The payment shall be released as under:

Option 'A'

For Supply (including one year Comprehensive Onsite Warranty)

- a) 80% payment shall be paid against proof of despatch.
- b) 20% payment shall be made within 60 days of satisfactory fulfillment of warranty obligations, certified by designated representative of TCIL.

For Installation and Commissioning (including integration in the Network)

- 100% payment shall be paid within 45 days of installation & commissioning of the equipment on satisfactory acceptance test, duly certified by designated representative of TCIL.

For Post Warranty AMC for 4 years (after one year of Warranty)

- Payment shall be made in 16 equal quarterly installments within 30 days of end of each quarter subject to satisfactory fulfillment of AMC obligations, certified by designated representative of TCIL.

Option 'B'

- a) 80% payment shall be paid against proof of despatch.
- b) 20% payment shall be made within 60 days after expiry of warranty period.

Payment may be considered country-wise. In no case the payment shall be higher than the cost of materials and services actually delivered/rendered.

4.4 Consignee

Country-wise consignee details will be intimated at the time of placing the P.O.

4.5 Original Documents required to be submitted by supplier to designated officer of TCIL / Consignee for custom clearance within 7 days of shipment.

- i) Invoice
- ii) Packing slip
- iii) Country of origin certificate from the concerned chamber of commerce
- iv) Insurance certificate
- v) Airway bill.
- vi) Warranty Certificate.
- vii) Factory inspection report & Internal Test Reports.

4.6 Period of Warranty

For Option 'A'

All equipment and systems supplied by the Supplier shall be guaranteed against the defects ONSITE for a period of 12 (Twelve) months from the date of commissioning of equipment and placing in service. The date of commissioning of the system will be decided by TCIL/Client and will be binding on the vendors.

For Option 'B'

The warranty will be restricted to commitment of support of spares for 6 years after supply (without cost of spares).

4.7 Performance Bank Guarantee (PBG)

The Bidder shall be required to furnish PBG for a value equivalent to 10% of the P.O. value within 15 days of issue of Purchase Order and valid for a period of 6 Years from the date of issue of P.O. in the prescribed TCIL format from a scheduled bank issued from its branch in Delhi for Indian suppliers and from a reputed first class international bank issued by the branch of the bank in Delhi for foreign suppliers.

4.8 Delivery Schedule

4.8.1 For Option 'A'

For Supply (including one year Comprehensive Onsite Warranty)

Shipment of the equipment by Air is to be done within 6 weeks of confirmed P.O, after due inspection by TCIL or by an ISO certified Inspection Agency, e.g. TUV/SGS/Llyods etc. TCIL shall be given at least 2 weeks' notice for carrying out Inspection. A photocopy of the dispatch documents required to be submitted for Custom clearance shall be sent to TCIL Headquarters within 3 days of shipment of materials. In case the consignee details are not provided at the time of P.O., the delivery schedule will start on the date the consignee details are conveyed for each country.

For Installation and Commissioning (including integration in the Network)

Installation & commissioning including integration in the network of the ordered equipment, are to be completed within 2 weeks of intimation to the supplier by TCIL that the materials have been transported to the location and the location is ready for installation activity.

For Post Warranty AMC for 4 years (after one year of Warranty)

The Post Warranty support will start from the day following the expiry of Warranty period.

4.8.2 For Option 'B'

Shipment of the equipment by Air is to be done within 6 weeks of confirmed P.O, after due inspection by TCIL **or by an ISO certified Inspection Agency, e.g. TUV/SGS/Llyods etc.** TCIL shall be given at least 2 weeks' notice for carrying out Inspection. A photocopy of the dispatch documents required to be submitted for Custom clearance shall be sent to TCIL Headquarters within 3 days of shipment of materials. In case the consignee details are not provided at the time of P.O., the delivery schedule will start on the date the consignee details are conveyed for each country.

4.9 Quantity Variation

TCIL reserves the right to vary the quantity of Hot Air oven (Sterilizer) to be ordered under this tender by +/- 35% depending on the actual requirements, at the same rate, terms and conditions agreed initially.

4.10 Liquidated Damages

2% of the price of goods not delivered within stipulated time or equipment not installed, per week of delay in supply/installation or part thereof subject to max of 10% of the order value.

4.11 General

- a) TCIL reserves the right not to accept lowest price or to reject any or all the offers without assigning any reason.
- b) The successful bidder is required to closely interact and coordinate with all concerned including Computer Hardware/Network elements/Telecom equipment vendors for integration of the Hot Air oven (Sterilizer) with the network for successful Tele-medicine services.
- c) TCIL reserves the right to distribute the works to more than one supplier.
- d) TCIL reserves the right to increase/decrease the number of countries depending upon requirements.
- f) Successful bidder shall have to provide at least one set of manuals for each site for (i) equipment description, (ii) installation and commissioning, (iii) operation and maintenance of the equipment in hard as well as soft copy form.

4.12 Service Level Parameters and penalty clause

4.12.1 Equipment Faults / Repair / Rectification / Replacement

i) Service Level:

If in the opinion of TCIL, any equipment is not usable due to any fault in the supplied equipment at any particular location in Africa, the same must be rectified / replaced within 10 calendar days of the reporting of the fault by email/Fax.

ii) Penalty:

Penalty @ 0.5% of the cost of the item shall be charged, for each day of delay beyond 10 calendar days. Beyond 30 calendar days of delay, the penalty @1% of the cost of the item shall be charged for each day of delay.

The above penalty will be in addition to non-payment of AMC charges for the period the equipment remains non-functional / unusable.

Total penalty on account of delay in repairs / rectification / replacement in a year shall not exceed 20% of the Original cost of the equipment.

Beyond 90 calendar days of delay, TCIL at its discretion may get the faulty equipment replaced at the risk and cost of the vendor.

4.12.2 Equipment Uptime

i) Service Level:

Each equipment is expected to give uptime of not less than 95% in a six-monthly period, for an observation period of 12 hours from 08.00 hrs. to 20.00 hrs. (in the respective country) per calendar day over a six-monthly period.

ii) Penalty:

In case the uptime achieved for each supplied equipment in a country is less than 95%, the penalty imposed shall be (95-p)% of the AMC charges for that equipment payable to the vendor for six-months, where 'p' stands for the % uptime achieved in the six monthly period.

4.13 Transit Insurance

Transit Insurance cover shall be arranged by TCIL. The Supplier shall notify consignment dispatch details by FAX to the Insurance Company nominated by TCIL with a copy to GM (FPF), TCIL Bhawan, G.K.-I, New Delhi-110048 in advance and also immediately on dispatch.

4.14 Training

4.14.1 Training (for Option 'A')

The vendor shall provide free of cost onsite training to the selected staff of TCIL & African countries, at each patient end location, during installation and commissioning of equipments at respective sites. The training should be thorough and effective so that the trainees get adequate knowledge of installation, operations, maintenance and management of the equipments.

4.14.2 Training (for Option 'B')

Commitment has to be given by the bidder for providing free of cost training to the selected staff of TCIL & African countries, at each patient end location, during installation and commissioning of equipments at respective sites. The training should be thorough and effective so that the trainees get adequate knowledge of installation, operations, maintenance and management of the equipments.

- END OF SECTION 4 -

SECTION – 5

BILL OF QUANTITY (BOQ) AND PRICE BID SCHEDULE

Tender No.: TCIL/15/1061/I/09-MM/31E

September 03, 2010

5.1 Bill of Quantity (BOQ) for Supply (including 1 Year Comprehensive Onsite Warranty), Installation & Commissioning and AMC for 4 Years of 29 Sets of Hot Air oven (Sterilizer)

S. No.	Country	Qty. in No.
1	Cape Verde	1
2	Central African Republic (CAR)	1
3	Chad	1
4	Congo	1
5	Guinea	1
6	Guinea-Bissau	1
7	Kenya	1
8	Lesotho	1
9	Liberia	1
10	Libya	1
11	Madagascar	1
12	Mali	1
13	Mauritania	1
14	Namibia	1
15	Somalia	1
16	Swaziland	1
17	AU Medical Center, Ethiopia	1
18	Democratic Republic of Congo	1
19	Eriteria	1
20	Sierra Leone	1
21	Togo	1
22	Zambia	1
23	Algeria (*)	1
24	Angola (*)	1
25	Equatorial Guinea (*)	1

26	Sahrawi Arab Democratic Republic (*)	1
27	Sao Tome and Principe (*)	1
28	South Africa (*)	1
29	Tunisia (*)	1
	Total	29

Note: (*) The Country marked with (*) are likely to be added with One Set of each type of Equipment.

5.2 PRICE BID SCHEDULE5.2.1 FOR FOREIGN BIDDEROption 'A'

Description of the Equipment	Make & Model	Qty.	Unit FOB Price	Unit C&F Price (upto African Destination considering average freight for all locations)	Unit Cost of Installation & Commissioning	AMC Charges for 4 Years per Equipment	Total Unit Price	Total Value
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8) = (5+6+7)	(9)=(8 X 3)
		(Nos.)	USD	USD	USD		USD	USD
Supply (including 1 Year Comprehensive Onsite Warranty), Installation & Commissioning (including Integration in the Networks) of <u>HOT AIR OVEN (STERILIZER)</u> for Tele-Medicine Application in PAN Africa e-Network Project in countries as per details given in Section-6. The work also includes Post Warranty AMC for 4 years.		29						

FOR FOREIGN BIDDER

Option 'B'

Description of the Equipment	Make & Model	Qty.	Unit FOB Price	Unit C&F Price (upto African Destination considering average freight for all locations)	Total Value
(1)	(2)	(3)	(4)	(5)	(6)=(5 X 3)
		(Nos.)	USD	USD	USD
Supply of <u>HOT AIR OVEN (STERILIZER)</u> with commitment of support of spares for 6 (six) years after supply (to cover warranty and AMC period). This, however, will not include the cost of spares. In addition, commitment has to be given by the bidder for providing training to staff of TCIL/authorized agencies of TCIL.		29			

5.2.2 FOR INDIGENOUS BIDDER

Option 'A'

Description of the Equipment	Make & Model	Qty. (Nos.)	Unit Ex-Works Price	VAT (if supplied from Delhi)		Any other levies/duties/octroi etc. within India	Inland Freight etc. upto port of loading	Unit FOB Price	Unit C&F Price (upto African Destination considering average freight for all locations)	Unit Cost of Installation & Commissioning	AMC Charges for 4 Years per Equipment	Total Unit Price	Total Value
				Rate	Amount								
				INR	%								
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9) = (4+6+7+8)	(10)	(11)	(12)	(13)= (10+11+12)	(14)=(13 X 3)
Supply (including 1 Year Comprehensive Onsite Warranty), Installation & Commissioning (including Integration in the Networks) of <u>HOT AIR OVEN (STERILIZER)</u> for Tele-Medicine Application in PAN Africa e-Network Project in countries as per details given in Section-6. The work also includes Post Warranty AMC for 4 years.		29											

FOR INDIGENOUS BIDDER

Option 'B'

Description of the Equipment	Make & Model	Qty. (Nos.)	Unit Ex- Works Price	VAT (if supplied from Delhi))		Any other levies/ duties/ octroi etc. within India	Inland Freight etc. upto port of loading	Unit FOB Price	Unit C&F Price (upto African Destination considering average freight for all locations)	Total Value
				Rate	Amount					
				INR	%					
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9) = (4+6+7+8)	(10)	(11)=(10 X 3)
Supply of <u>HOT AIR OVEN (STERILIZER)</u> with commitment of support of spares for 6 (six) years after supply (to cover warranty and AMC period). This, however, will not include the cost of spares. In addition, commitment has to be given by the bidder for providing training to staff of TCIL/authorized agencies of TCIL		29								

- END OF SECTION 5 -

SECTION – 6

Tender No.: TCIL/15/1061/I/09-MM/31E

September 03, 2010

SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

6.1 INTRODUCTION

The proposed Pan-African e-Network will connect 53 African Union member countries into one network through Satellite, Fiber optics and Wireless links. The network is a satellite-based star/mesh network in C-band designed initially to support about 169 VSAT terminals with a central hub station in one of the African countries having landing point for the submarine cable (s) from India. The network shall operate with INTELSAT or any other suitable satellite having coverage of whole African continent initially to deliver the services mentioned above and subsequently it would be switched over to RASCOM satellite system, whenever it is launched in the near future.

The Network has been designed to have the following elements:

- A Satellite Hub Earth Station at Dakar, Senegal in Africa.
- A full-fledged Data Center together with a Studio in India
- 7 reputed University Centers including IGNOU in India, having expertise in various specialized courses of study in the field of education to cater to the needs of different sections of student community in Africa.
- 12 Super Specialty Hospitals in India, which are reputed for their specialized treatment in various medical disciplines, will be providing Tele-Consultation and Continuing Medical Education (CME) services.
- An International Private Leased Circuit (IPLC) that would connect the proposed Hub station in Africa with a submarine cable landing station in India.
- The Data Centre will be connected with all the Indian universities through optical fiber-based National Long Distance (NLD) links. Similarly, the leased lines/links from various Super Specialty Hospitals (SSHs) in India will be directly connected to the landing station via the IPLC provider's routers/switches for both-way transmission of data/information between the Indian SSHs and SSHs/Remote patient ends in Africa.
- 5 University centers in Africa, to be decided by AU, one each from the 5 regions of the African continent.
- 5 Super Specialty Hospitals in Africa, to be decided by AU, one each from 5 regions of the African continent.
- 53 Learning Center, one in each of the 53 member countries for Tele-Education
- 53 Remote Patient-end locations (also called tele-medicine centres), one in each of the 53 member countries for Tele-Medicine.
- 53 VVIP nodes, one in each African country to provide Voice and Video-conferencing facility among heads of states.
- In addition, it is envisaged to provide Internet connectivity of 4Mbps capacity to the main Data Center in Delhi to enable students to access the course content through the web.

Pan-African e-Network Architecture diagram is given in Section-10

6.2 Purpose

This Tender document includes requirement in respect of description/Specification of items and their quantity, delivery & support services. The purpose of the Tender document as detailed in various sections is to Supply, Install, and Commission & Maintain the Medical Equipments across the 53 countries of African Union. The proposed e-network will be used for delivering State-of-Art Distance Education & Tele Medicine Application & VVIP Connectivity to the users spread across 53 countries. It may be noted that supply has already been completed in some of the countries as detailed in section 6.4.

6.3 Standards

All designs, materials, manufacturing techniques and workmanship shall be in accordance with the highest accepted international standards for this type of equipment.

The Bidder shall also state, where applicable, the National or other International Standard(s) to which the whole, or any specific part, of the equipment or system complies.

6.4 SCOPE OF WORK:

- 6.4.1 Supply, Installation & Commissioning (including integration in the network), 1 year comprehensive onsite warranty and 4 years post warranty comprehensive onsite Annual Maintenance Contract (AMC) for Hot Air oven (Sterilizer) one each in the following 29 African Countries:

S. No.	Name of the Destination African Country
1	Guinea
2	Congo
3	Democratic Rep of Congo
4	Sierra Leone
5	Zambia
6	Somalia
7	Togo
8	Eritrea
9	AU Medical Centre, Ethiopia
10	Madagascar
11	Mauritania
12	Lesotho
13	Central African Republic
14	Liberia
15	Libya
16	Cape Verde
17	Chad
18	Namibia
19	Swaziland
20	Mali
21	Kenya
22	Guinea – Bissau

23	Sao Tome and Principe
24	Algeria
25	Angola
26	Equatorial Guinea
27	Sahrawi Arab Democratic Republic
28	South Africa
29	Tunisia

6.5 TECHNICAL SPECIFICATIONS

The required accessories for proper medical diagnosis, and hardware interfaces (cables, add-on card or module) should be of internationally reputed make/manufacture, compatible with the Tele-medicine applications (terminals and software).

The power requirements, computer interface requirements and environmental conditions are common and are as follows:

- Power requirements: Single phase 230 V AC, 50 Hz
- Computer interface: serial port/parallel port/USB/SCSI/Ethernet with relevant and appropriate drivers
- Environmental conditions: (i) Temperature: 10 to 35 Degrees Celsius (ii) Relative Humidity: 35% to 70%

Equipment-specific requirements, if any, are mentioned in the relevant sections.

HOT AIR OVEN (Sterilizer)

- i) Capacity: 50 litres
- ii) It should have a stainless steel, fire- and explosion-proof body
- iii) It should conform to specifications given in international/national (BIS) standards.
- iv) It should have automatic process control.
- v) Suitable thermocouple entry points should be provided.
- vi) The door should have an automatic locking system (alternatively a key operated lock should be provided).
- vii) There should be a thermometer for indicating temperature along with the temperature Chart recorder, the sensor for which should be permanently fixed.
- viii) There should be an overheat cutout.
- ix) Push button or stating switch should be separate from mains isolating switch.
- x) Manually adjustable processor timer (0-6 hours).
- xi) Sterilizing temperature control thermostat, adjustable over the range 140 degree C – 180 degree C
- xii) Overheat cutout, adjustable up to but not exceeding 200 degree C with manual reset facility
- xiii) Stage indicator for: (i) Electricity supply switched on, (ii) Chamber heaters energized, (iii) Fan run-on timer operating, (iv) Process complete, (v) Three-digit process counter;
- xiv) Independent adjustable thermostat (0-100 degree C) to permit fan to continue to run after the sterilizing stage until load temperature has fallen to pre-selected temperature (normally around 60 degree C);

- xv) Indicators for: (i) Fault condition, (ii) Door release, (iii) Adjustment of timers and sterilizing temperature thermostats should either require the use of tools or have controls which should be protected against inadvertent adjustment; the setting being visible to the user;
- xvi) All controls should be designed to be fail-safe, wherever practicable.
- xvii) A manually resettable, non-self resetting overhead cutout, set to operate at a temperature not exceeding 300 degree C, should be fitted with the hot air sterilizer.
- xviii) The door should be interlocked so that the operating cycle can neither be started until it is closed nor opened until sterilizing cycle has been completed by the use of a manual over-ride release.
- xix) A sterilizer with doors at opposite ends should have interlocks to ensure that both doors cannot be opened together, and the door at the unloading end can be opened only after the sterilizing cycle.
- xx) If the electric supply is interrupted before completion of cycle, the process timer should automatically reset to zero and require manual reset. There should be no automatic restarting of the process.
- xxi) Temperature controller should be microprocessor controlled. The sterilizing temperature control thermostat shall be adjustable over the range 140 degree C – 180 degree C.
- xxii) The sterilizer can have single or optionally double door. A sterilizer with double doors at opposite ends should have interlocks to ensure that both the doors cannot be opened together, and the door at the unloading end can be opened only after the sterilizing cycle.
- xxiii) Accessories: Shelves (2 Nos.), Chart Recorder Paper (1 Set: 100 Nos.), User / Operating / Product Manual.
- xxiv) The Equipment / Unit / Model quoted should conform to CE / FDA Certification or equivalent.

- END OF SECTION 6 -

SECTION - 7

Tender No.: TCIL/15/1061/I/09-MM/31E

September 03, 2010

FORMAT OF BID BOND (EMD)

Whereas (hereinafter called “the Bidder”) has submitted its bid dated For the supply of Vide Tender No. dated KNOW ALL MEN by these presents that WE OF Having our registered office at (hereinafter called “the Bank”) are bound unto Telecommunications Consultants India Limited (hereinafter called “the Purchaser”) in the sum of Rs. for which payment will and truly to be made of the said Purchaser, the Bank binds itself, its successors and assigns by these present.

THE CONDITIONS of the obligation are:

1. If the Bidder withdraws his bid during the period of bid validity specified by the Bidder on the Bid form or
2. If the Bidder, having been notified of the acceptance of his bid by the Purchaser during the period of bid validity
 - (a) **fails or refuses to execute the Contract, if required; or**
 - (b) **fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidders.**

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the purchaser having to substantiate its demand, provided that in its demand, the purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force upto and including THIRTY (30) days after the Period of bid validity and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Signature of the Bank Authority.

Name

Signed in Capacity of

Name & Signature of witness

Full address of Branch

Address of witness

Tel No. of Branch

Fax No. of Branch

- END OF SECTION 7 -

SECTION - 8

Tender No.: TCIL/15/1061/I/09-MM/31E

September 03, 2010

FORMAT OF PERFORMANCE BANK GUARANTEE (PBG)

**M/s Telecommunications Consultants India Ltd.,
TCIL Bhawan, Greater Kailash-I
New Delhi – 110 048 (INDIA)**

(With due stamp duty if applicable)

OUR LETTER OF GUARANTEE No. : _____

In consideration of TELECOMMUNICATIONS CONSULTANTS INDIA LIMITED, having its office at TCIL Bhawan, Greater Kailash-I, New Delhi – 110 048 (INDIA) (hereinafter referred to as "TCIL" which expression shall unless repugnant to the content or meaning thereof include all its successors, administrators and executors) and having entered into an agreement dated _____/issued Purchase Order No. _____ dated _____ with/on M/s _____ (hereinafter referred to as "The Supplier" which expression unless repugnant to the content or meaning thereof, shall include all the successors, administrators, and executors).

WHEREAS the Supplier having unequivocally accepted to supply the materials as per terms and conditions given in the Agreement dated _____ /Purchase Order No. _____ dated _____ and TCIL having agreed that the Supplier shall furnish to TCIL a Performance Guarantee for the faithful performance of the entire contract, to the extent of 10% (ten percent) of the value of the Purchase Order i.e. for _____.

We, _____ ("The Bank") which shall include OUR successors, administrators and executors herewith establish an irrevocable Letter of Guarantee No. _____ in your favour for account of _____ (The Supplier) in cover of performance guarantee in accordance with the terms and conditions of the Agreement/Purchase Order.

Hereby, we undertake to pay upto but not exceeding _____ (say _____ only) upon receipt by us of your first written demand accompanied by your declaration stating that the amount claimed is due by reason of the Supplier having failed to perform the Agreement and despite any contestation on the part of above named supplier.

This Letter of Guarantee will expire on _____ including 30 days of claim period and any claims made hereunder must be received by us on or before expiry date after which date this Letter of Guarantee will become of no effect whatsoever whether returned to us or not.

Authorized Signature
Manager
Seal of Bank

- END OF SECTION 8 -

Pan-African e-Network Architecture Diagram

