

BHAGWAN MAHAVEER CANCER HOSPITAL AND RESEARCH CENTER,

JAWAHAR LAL NEHRU MARG, JAIPUR-302017

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REQUEST FOR PROPOSAL (RFP) AGAINST TENDER ENQUIRY ON TWO BID SYSTEM

BIDS ARE INVITED FOR SUPPLY OF

**HIGH END SURGICAL OPERATING MICROSCOPE for CENTER FOR ADVANCED
RECONSTRUCTION & LYMPHATIC SURGERY**

NOTICE INVITING TENDER

1. Open Tenders are invited in Two bid system i.e. (a) Technical Bid and (b) Commercial/Financial (Price) Bid, by the undersigned for the procurement of item listed in part II of this RFP by Bhagwan Mahaveer Cancer Hospital & Research Center. The tender document is available in the office of Trust Secretariat, 5th floor, IPD- Block and on website www.bmchrc.org. Further details of the notice inviting open tender along with their terms & conditions, tender document and other specification can be downloaded from this site. The tender can be viewed at www.bmchrc.org.

2. Last date and time for depositing the bids/tenders: The critical date sheet in reference to the tender are as follows:-

S. No.	Items	Date	Time
(a)	Published Date	20/06/2022	
(b)	Bid Document to be collected from Trust Secretariat Office or may be downloaded from the website of hospital http://www.bmchrc.org/tender	20/06/2022 onwards	
(c)	Bid Submission	11/07/2022	1700 Hrs.
(d)	Bid Opening	13/07/2022	1100 Hrs

Note:

(a) Closing date for submission of tender is as per date & time given on BMCHRC portal. If due date is declared holiday, tender will be opened on next working day. However, tender will be closed at scheduled date & time.

(b) All submitted documents should be legible, self-attested and notarized, wherever applicable.

3. The Address and contact numbers for sending Bids or seeking clarification regarding this RFP are given below:-

(a)	Bids/queries to be addressed to	:	Executive Director
(b)	Postal Address for Sending the bids	:	Bhagwan Mahaveer Cancer Hospital & Research Center, 5 th Floor, IPD Block, JLN

			Marg, Jaipur-302017
(c)	Name/Designation of the contact Personnel	:	Maj Gen S C Pareek, Retd Executive Director
(d)	Tele No. of the Contact personnel	:	+91-141-5107777
(e)	E-mail id of contact personnel	:	subhash.pareek@bmchrc.com
(f)	Fax Number	:	+91-141-2702021

4. This RFP is as per CVC guidelines and divided into following three parts:-

- (a) **Part-I** – Contains general information and instruction for the Bidders/sellers about the RFP such as the time, place of submission and opening of tenders, validity period of tenders, etc.
- (b) **Part-II**- Contains essentials details of the items/services required, such as the ‘Schedule of Requirements’ (SOR), Technical Specification, Delivery Period, etc.
- (c) **Part-III**- Contains Standard Conditions of RFP, which will form part of the contract with the successful bidder.

5. If you are in a position to quote for supply in accordance with requirements stated in the attached schedule form ‘A’, to this tender enquiry, you must also furnish all the information called for as per annexure/questionnaire attached with this tender. The RFP is being issued with no financial commitment and the Buyer reserves the right to change or vary any stage. Buyer also reserves the right to withdraw the RFP, Should it become necessary at any stage. The conditions of contract which will govern any contract made by BMCHRC only.

6. All tender documents duly filled in and signed along with your quotation. This Tender is non transferable. The BMCHRC reserves the right to accept or reject any offer partially or fully without assigning any reason.

7. Any or/and all disputes whatsoever shall be settled at the courts of Jaipur (only).

Yours Faithfully,

()
Executive Director
On or behalf of BMCHRC.

CONTRACTORS

Full name & address of the Tenderer/Bidder and case reference number should be quoted in all communication to this office.

Telegraph Address :
Telephone No. :
Telex :
Fax No. :

From-----

To

Bhagwan Mahaveer Cancer Hospital & Research Center
Jawaharlal Lal Nehru MARG
Jaipur-302017

Sir,

1. I/We hereby offer to supply the goods/items detailed in the schedule here to such position there of as you may specify in the supply order at the price given in the said schedule and agree to hold the order (offer) open till..... I/We shall be bound by communication of acceptance within the prescribed time.
2. I/We have understood the instruction to bidders and general conditions of contract for contract and have thoroughly examined specification/ Qualitative Requirement (QRs) quoted in the schedule here to and am/are fully aware of the nature of the stores required and my/our offer is to supply stores strictly in accordance with the requirements.
3. The following pages have been added to and from part of this tender.....

Yours faithfully
Signature of the Tenderer
Address-----

Dated:- -----

(SEAL & STAMP)
Signature of the Witness and
Address-----

Note: Strict compliance with part 3 & 4 of the RFP is essential.

PART I- GENERAL INFORMATION

Tender Enquiry

1. All tender documents attached with schedule to Tender Enquiry(TE) are sacrosanct for considering any offer as complete. Technical bid and commercial bid duly completed and signed to be dropped in the locked box kept outside O/o Executive Director, BMCHRC, Jaipur. The documents required to be submitted duly completed, signed and wax sealed (wax sealed means sealed with molten wax with company seal embossed on the wax at all corners, centre and middle of all joints of each envelope) should be submitted physically / postal on or before the last date of submission of tender failing which your quotation will be treated as incomplete and shall be liable for rejection.
2. Submit copy of your complete registration certificate with manufacturer agency agreement as applicable which should be valid on the date of tender opening.
3. The tendering form should quote for all consignees and only one common rate should be quoted for all failing which the offer may be ignored.

SPECIAL INSTRUCTIONS TO THE BIDDERS:-

1. Last date and time for depositing the bids /Tenders: The critical date sheet is as follows:

S. No.	Items	Date	Time
(a)	Published Date	20/06/2022	
(b)	Bid Document to be collected from Trust Secretariat Office or may be downloaded from the website of hospital http://www.bmchrc.org/tender	20/06/2022 onwards	
(c)	Bid Submission	11/07/2022	1700 Hrs.
(d)	Bid Opening	13/07/2022	1100 Hrs

Note:
(a) Closing date for submission of tender is as per date & time given on BMCHRC portal. If due date is declared holiday, tender will be opened on next working day. However, tender will be closed at scheduled date & time.
(b) All submitted documents should be legible, self-attested and notarized, wherever applicable.

2. Manner of depositing the bids: The bid will be submitted physically by dropping in the locked box kept outside O/o Executive Director, BMCHRC, Jaipur or through Postal on or before the last date of submission of tender.

I. Technical Bid

The documents required to be submitted are:-

The original copy of the following documents required to be submitted physically in the sealed tender envelopes prior to last date of submission of tender.

- a. Manufacturer agency certificate duly signed by signatories/authorized signatories of Distributor/Local distributor.

- b. Tender condition acceptance certificate (Annexure-'A')
- c. Original technical specifications.
- d. Certificate of acceptance of terms and conditions of RFP on firm/Company letter head.
- e. Clause by clause compliance of technical specifications/QR's Certificate as mentioned in RFP.
- f. Copy of Valid GST/PAN registration certificate

II. Commercial Bid

Commercial Bid to be submitted physically to the Trust Secretariat office.

The documents required to be submitted are:-

- a. Commercial Bid in the form of BOQ(Bid of quantity).
 - b. Details of additional charges/discounts containing details of items with financial implications on the bid.
3. Time and date for opening of bid as per schedule
- (Note:** If due exigency, the due date for opening the bid is declared a closed holiday , the bids will be opened on the next working day at the same time or on any other time and date as intimated by the buyer).
4. Opening of two bid system: - The technical bid to be opened as per critical date sheet mentioned in the tender document in the presence of bidders/their representatives. The evaluation of technical bid will be carried out, the company representative can make them self available at the time of opening of bids and results of the evaluations will be informed. The commercial bids of only those bidders whose technical bids met all stipulated technical specifications/ Qualitative requirements shall be opened.
5. No bidder shall be allowed to withdraw the bid in the interval between the last date of submission of bid and date of opening of the bid.
6. Manner of obtaining the tender document:- The tender documents may be physically obtained from the Trust secretariat office on any working day between office hours. The same may be downloaded from the website of the Hospital <http://www.bmchrc.org/tender>

Authorized signatory

Part II – Essential Details of Items required

1. Schedule of Requirements: – Items required is/ are as follows:

Name/Type of item and Qty required:

QTY 01 OF HIGH END SURGICAL OPERATING MICROSCOPE for CENTER FOR ADVANCE RECONSTRUCTION & LYMPHATIC SURGERY

2. Technical Details:

(a) Technical Specifications/ Qualitative Requirements (QRs): As mentioned

Magnification	Basic magnification should be 18x which can be enhanced upto 40x with use of not more than 1 enhancer . Motorized zoom magnification not less than 1:6	Vital
Working distance	Variable working distance range from 200-620mm Motorized, manual or via autofocus adjustable speed	Vital
Focusing	Motorized as well as Manual via multifocal lens. Auto focusing device for fast, precise microscope positioning	Vital
Eye piece	Wide field eyepiece for spectacle wearers 12.5x magnification with Eye piece magnetic locks, with diopter setting range from -8D to +5D for spectacles wearers	Vital
Illumination	Coaxial Xenon illumination of about 300-400W Back up lamp should be Automatic. Automated illumination Brightness control. Automatic zoom-synchronized illumination field diameter	Vital
Control unit	New Generation Touch Panel LCD display with background lighting. Automatic Speed adjustment or automatic brightness depending on magnification. Control unit Indicator for Main/backup illumination and Fluorescence modes	Vital
Binocular tube	0-180 Degree Tilttable binocular tube for fatigue free surgeries. Should have graduated knob for continuous adjustment of inter-pupillary distance from at least 55 mm to 75mm	Vital
Optics Main - Opposite	Apochromatic and universal for both Rt. Eye and Lt. eye dominant surgeon . Beam Splitter should be integrated in the microscope body, without any external attachment with face to face attachment with rotatable dovetail mount for fatigue free surgeries. Optics should have facility for Fine Focusing for Opposite surgeon.	Vital
Autodrape	Should have autodrape.	Vital
Focus Light Link	Automatically limits brightness (Should have automatic working distance controlled light intensity to avoid tissue burn).	Essential
Hand grips	Ergonomic handles with button for motorized control of focus, zoomn, Curvilinear XY movement and light intensity, should have buttons for brake release for optics carrier only & full microscope separately.	Essential
Fluorescence Application	Should have a facility for ICG Application, vascular, fluorescence surgery	Essential

Rotation of Optics	540 degree	Essential
Electromagnetic Brakes	Fully automated and programmable 6 function Electromagnetic Brakes	Essential
Balancing	Complete Auto-Balance with Manual override in case of emergency	Desired
Intra Operative rebalancing	Intra operative re balancing should be available	Essential
Footswitch	Wireless foot control panel/footswitch having configurable function. Floor stand with large wheel for transportation	Desired
Stand	Stand should be sturdy and stable	Essential
Face to Face Attachment	Should have face to face attachment tiltable tube	Essential
Digital Video Camera	Advanced digital full HD 3 CMOS + 3 CCD Video camera (full HD 1080p) should be integrated within the system without any external cables or wire. Display Output should be of 1920times of 1080P	Desired
Monitor	LED Monitor having flexible monitor arm with movement mounted on Floor stand	Desired
Recording system	Should have integrated HD 1080p recording Systems(No External HD USB Recorder) Inbuilt in the microscope stand Full 1080P Video: support for full 1080p video recording with DVI and(3G) HD SDI input for NTSC & PAL, Still Image Dual Channel Recording: Record two video stream Simultaneously Automatic ICG detection. LAN Connection Live Split screen / PIP Full Screen side-by-Side Live Preview of 2 Camera Sources. Large Storage Capacity: 1 TB Hard Drive. Burn Videos & Still Images to USB//Network storage device.	Desired

(b) Specifications/ Drawings: Technical Specification, Necessary service manual along with diagram and part list with approx. cost of the spares/ accessories. Illustrated Spare Part List (ISPL)/ List of Spares to' be provided to all consignees.

(c) Requirement of training/ on Job training: On site OR/ AND as indicated in technical specifications. Supplier has to provide training to User and technical regarding repair/ maintenance of equipment apart to the operator/ user.

(d) Requirement of installation and commissioning: To be carried out by the firm at ultimate consignee location as per terms and conditions of Bhagwan Mahaveer Cancer Hospital & Research Center

(e) Inspection Authority –Bhagwan Mahaveer Cancer Hospital & Research Center

(f) Inspecting Officer – By Board of Officers nominated by BMCHRC in consultation with specialist.

(g) Requirement of technical documentation: Original Technical Literature, which should include the following:-

- (i) Operating manual consisting,
 - a) Product specifications.
 - b) Installation and maintenance

- c) Safety measures.
- d) Operation guide.
- e) Functions.
- f) Calibration

(ii) Service Manual including

- a) Technical Specifications,
- b) Checking Parameters.
- c) Trouble shooting.
- d) Repairing procedures.
- e) Electrical Sch Dig of electronic BD/PCBs.
- f) Preventive maintenance check list.
- g) Components list / ISPL.
- h) Accessories.

(h) Guarantee/ Warranty: Onsite 05 years from OEM (Original Equipment Manufacturer)/vendor; in case the equipment not supplied by the OEM warranty certificate to be taken from the OEM by the authorized Dealer.

(i) Comprehensive Annual Maintenance Contract (CAMC): Onsite for 03 years after expiry of Guarantee / Warranty period. Firms shall also indicate acceptance of BMCHRC payment terms.

(j) Availability of Spares: Bidder should be bound to provide and confirm availability of spare parts for minimum of 03 years after expiry of Guarantee / Warranty period. List of spares, accessories and consumables along with rates if any which are not covered under Guarantee / Warranty and CAMC are to be specified and submitted with the price bid, failing which the entire equipment will be considered under warranty and CAMC.

3. Delivery Period:

Delivery period for supply of items would be 90 days including opening of Letter of Credit (LC), delivery, installation and commissioning of equipment and

Note:- Please note that Contract can be cancelled unilaterally by the Buyer in case items are not received within the contracted delivery period.

CAPITAL EQUIPMENT PURCHASE CHECKLIST	
Vendor Name : _____	
Particular	Vendors Acceptance
Quotation Reference:	
Equipment Name	
Quoted Make / Model	
Year of launch of quoted model in India	
Country of Origin	
Life Cycle of Equipment in years	
Detailed inclusion in Scope of Supply for equipment under consideration-BMCHRC responsibility	
Detailed exclusion from Scope of Supply-BMCHRC responsibility	
Insurance for Equipment coverage till commissioning	
Quality assurance check certificate from manufacturing plant to be provided along with installation, application/operational , servicing manual .	
Installation Qualification, Operational Qualification and Performance Qualification certificates, Calibration Certificates (if required) to be provided by Vendor	
Undertaking from Principal vendor that equipment supplied is brand new(not reused/refurbished) and confirmation for availability of spares and after sales support for a period of 10 years from the date of sale of equipment.	
Authorized dealership letter from Principal company on vendor who had quoted to BMCHRC	
A copy of any software licensing agreements to be provided.	
Vendor will provide at its own expenses, insurance cover to their workers during entire installation work.	
% Uptime Guarantee	
Downtime Penalty	
% AMC value-Labor wrto Equip. Capital cost : Please Specify	
% AMC value-Comprehensive Capital cost :It covers all spare parts, custom duties, taxes etc	
Warrantee & Comprehensive AMC includes all hardware, software, OEM items	
Minimum Discount on Spare Part: (to be provided with Price List)	
Minimum Discount on consumable part : (to be provided with Price List)	
Performance Bank Guarantee till defect liability period from scheduled nationalized bank	
Bank Guarantee against advance payment	

Vendor will indemnify BMCHRC against any claims from third party rising out of loss and damage from the use of the system and reimburse the cost incurred if any	
One Point - Contact Person: for BMCHRC: Name _____	
Phone/Mobile _____	
Landline No. _____ E Mail Address: _____	
Sales Manager Name _____ Phone/Mobile _____	
Landline No. _____ E Mail Address: _____	
Service Manager _____ Phone/Mobile _____	
Landline No. _____ E Mail Address: _____	

Part-III- Standard Conditions of Request for proposal (RFP)

The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the RFP mentioned below which will automatically be considered as part of the contract concluded with the successful bidder (i.e. seller in the contract) as selected by the buyer, failure to do so may result in rejection of the bid submitted by the bidder,

1. The contract shall be considered and made in accordance with the laws of republic of India.The contract shall be governed by and interpreted in accordance with the laws of Republic of India.
2. **Effective date of contract:** The contract shall come in to effect on the date of signature of both the parties of the contract and shall remain valid until the completion of the obligations of the parties under the contract.The deliveries and supplies and performance of the services shall commence from the effective date of contract.
3. **Arbitration:** All disputes or differences arising out of or in connection with the contract shall be settled by bi- lateral decisions. Any dispute, disagreement or question arising out of or relating to the contract or relating to performance which cannot be settled amicably, may be referred to the sole arbitrator to be appointed jointly by both the parties, whose decision shall be binding upon the parties. The arbitration proceedings shall be conducted as per The Arbitration and Conciliation Act, 1996 at Jaipur only.
4. **Penalty for use of undue influence:** The seller undertakes that he has not given, offered or promised to give,directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the buyer or otherwise in procuring the contract or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present contract or any other contract with the buyer.Any breach of the aforesaid undertaking by the seller or anyone employed by him for acting on his behalf (whether with or without the knowledge of the seller) or the commission of any offers by the seller or any one employed by him or acting on his behalf, shall entitle the buyer to cancel the contract and all or any other contract with the seller and recover from the seller amount of any loss arising from such cancellation. A decision of the buyer or his nominee to the effect that a breach of the undertaking has been committed shall be final and binding on the seller.
5. **No Disclosure of Contract Documents:** Except with the written consent of the buyer/seller, other party shall not disclose the contract or any provisions, specifications, plan, design, pattern, sample or information thereof to any third party.
6. **Termination of Contract:** The buyer shall have the right to terminate this contract in part or in full in any of the following cases:-
 - a. The delivery of the items is delayed due to the cause of force majeure by more than 15 days provided force majeure clause is included in contract
 - b. The seller is declared bankrupt or become insolvent.
 - c. As per decision of the Arbitration Tribunal.
7. **Notices:** Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by post.
8. **Transfer and Sub Letting:** The seller has no right to give , bargains, sell, assign or sub let or otherwise dispose of the contract or any part there of as well as to give or to let a third party take benefit or advantage of the present contract or any part there of .
9. **Patents and other Property rights:** The prices stated in the present contract shall be deemed to include all amounts payable for the use of patents, copy right , registered charges , trade mark and payment for any other industrial property right the seller shall indemnify the buyer against all claims, third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs whether such claims arise in respect of manufacture or use .The seller shall be responsible for the completion of supplies including spares , tools ,

technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above .

10. **Amendments:** No provision of the present contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this contract and signed on behalf of both the parties and which expressly states to amend this contract.

11. Taxes and Duties:

- a. Custom Duty:
- b. Goods and Service Tax as applicable:

Signature of the tenderer

Name

Designation

TENDER CONDITIONS ACCEPTANCE LETTER
(To be given on Company Letter Head)

To

Sub: ACCEPTANCE OF TERMS & CONDITIONS OF TENDER

Tender Reference No:

Name of tender/work:-

Dear Sir,

1. I/we have downloaded /obtained the tender document(s) for the above mentioned Tender/work from the website(s) namely www.bmchrc.org as per your advertisement, given in the above mentioned website(s).
2. I/We hereby certify that I/We have read entire terms and conditions of the RFP/tender documents including all documents like appendices/annexure(s)/schedule(s), etc, which form part of the contract agreement and I/we shall abide hereby the terms /conditions/clauses contained therein.
3. I/We hereby unconditionally accept the tender conditions of above mentioned tender documents in its totality/entirely.
4. In case any provisions of this tender are found violated, your department/organization shall be at liberty to reject this tender/bid and we shall not have any claim/right against Deptt in satisfaction of this condition.

Yours faithfully

(Signature of the Bidder, with Official Seal)

IMPORTANT POINTS TO BE ENSURED WHILE FOR PREPARING TENDER

1. BMCHRC reserves the right to reject or accepts any of the tender without assigning reasons whatsoever and decision is final.
2. No upward revision of price will be acceptable during the validity of the contract whatsoever after opening of the tender. It would be acceptable only in the event of the Government change in policies, taxes, duties; etc and necessary notification to that effect has been published.
3. **WARRANTY CLAUSES & PENALTY FOR SUPPLY OF SUBSTANDARD ITEMS:** In the event of premature deterioration, malfunctioning resulting in not meeting the specified requirement at any time during the life period of the store as declared on the label, the cost of the ordered quantity of the subject item declared on the label, the cost of the ordered quantity of the subject item declared defective would be recovered from the firm.
4. No documents/ Certificate will be accepted after the Tender opening date & time except the documents solicited by this office. No representation in this regard will also be entertained/acceptable.
5. **Transit Insurance:** The Purchaser will not pay separately for transit insurance and the supplier will be responsible till the entire stores arrive in good condition at the destination, notify the supplier of any damage or loss that may have occurred in transit.
6. One agent /Firm/vendor cannot represent two or more supplier or quote on their behalf and vis-à-vis in a particular tender enquiry and also the Original Equipment Manufacturer (OEM) and their agent cannot participate in the same tender such quote will be rejected.