

# **TENDER ENQUIRY DOCUMENT**

FOR PURCHASE OF  
ADVANCE LIFE SUPPORT & BASIC LIFE SUPPORT AMBULANCES

## **ON BEHALF OF CENTRALISED ACCIDENT & TRAUMA SERVICES (CATS)**

(An Autonomous Body of Govt. of NCT of Delhi)

**HLL/PCD/CATS/NCT-RT/02/14-15**



Issued by

**HLL LIFECARE LIMITED**

(A Govt. of India Enterprise)

Procurement & Consultancy Services Division

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## INDEX

Section	Topic	Page No.
Section I	– Notice inviting Tender (NIT) -----	03
Section II	– General Instructions to Tenderers (GIT) -----	05
Section III	– General Conditions of Contract (GCC) -----	21
Section IV	– List of Requirements -----	34
Section V	– Technical Specifications -----	35
Section VI	– Quality Control Requirements -----	58
Section VII	– Qualification Criteria -----	59
Section VIII	– Tender Form -----	62
Section IX	– Price Schedules -----	63
Section X	– Questionnaire -----	65
Section XI	– Bank Guarantee Form for EMD -----	66
Section XII	– Manufacturer’s Authorization Form-----	67
Section XIII	– Bank Guarantee Form for Performance Security / CMC Security-----	68
Section XIV	– Contract Forms A&B -----	69
Section XV	– Proforma of Consignee Receipt Certificate -----	73
Section XVI	– Proforma of Final Acceptance Certificate by the Consignee -----	74
Section XVII	– Check List for the Tenderers -----	76
Section XVIII	– Consignee-----	79

## SECTION I

## NOTICE INVITING TENDERS (NIT)

Tender Enquiry No.: HLL/PCD/CATS/NCT-RT/02 /14-15

Dated: 12.05.2014

- (1) Procurement & Consultancy Services Division of HLL Lifecare Limited, for and on behalf of Centralised Accident & Trauma Services (An Autonomous Body of Govt. of NCT of Delhi) invites sealed tenders, from eligible and qualified tenderers for supply of Advanced Life Support and Basic Life Support Ambulances:

Sl. No.	Type of Ambulance	Total Qty.	EMD (Rs.)
1	Advanced Life Support Ambulance	10 (Ten)	46,00,000 (Rupees Forty Six Lac)
2	Basic Life Support Ambulance	100 (One Hundred)	

- (2) **Tender No.: HLL/PCD/CATS/NCT-RT/02 /14-15**

Sl. No.	Description	Schedule
i.	Dates of sale of tender enquiry documents	<b>14.05.2014 to 03.06.2014</b> (from 10:00 Hrs to 17:00 Hrs IST)
ii.	Place of sale of Tender Enquiry Documents	HLL Lifecare Limited, Procurement & Consultancy Services Division B-14 A, Sector-62, Noida-201 307 or can be downloaded from the website(s) <a href="http://www.lifecarehll.com">www.lifecarehll.com</a> or <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a> or <a href="http://www.health.delhigovt.nic.in">www.health.delhigovt.nic.in</a>
iii.	Cost of the Tender Enquiry Document	Rs. 5,000/-
iv.	Pre Tender Meeting Date & Time	<b>21.05.2014 at 15:00 Hrs IST</b>
v.	Pre Tender Meeting Venue	Conference Hall No-3, 2 <sup>nd</sup> Level, C-Wing Delhi Secretariat, IP Estate, New Delhi – 110002
vi.	Closing date & time for receipt of Tender	<b>04.06.2014, 1500 Hrs IST</b>
vii.	Time and date of opening of Techno – Commercial tenders	04.06.2014, 1530 Hrs IST
viii.	Venue of Opening of Techno Commercial Tender	Same as 2 (ii)

3. Interested tenderers may obtain further information about this requirement from the above office selling the documents. Tender Enquiry Documents may be purchased on payment of non-refundable fee of Rs. 5,000/- per set in the form of account payee Demand Draft/Pay

Order/Banker's Cheque, drawn on a scheduled bank in India, in favour of "**HLL Lifecare Limited**" payable at New Delhi.

4. If requested, the Tender Enquiry Documents will be mailed by Registered Post/Speed Post to the domestic tenderers, for which extra expenditure per set will be Rs 100/- . The tenderer is to add the applicable postage cost in the non-refundable fee mentioned in Para 3 above.
5. Tenderer may also download the tender enquiry documents from the web site [www.lifecarehll.com](http://www.lifecarehll.com) or [www.eprocure.gov.in](http://www.eprocure.gov.in) or [www.health.delhigovt.nic.in](http://www.health.delhigovt.nic.in) and submit its tender by utilizing the downloaded document, along with the required non-refundable fee as mentioned in Para 3 above.
6. All prospective tenderers may attend the Pre Tender meeting. The venue, date and time indicated in the Para 2 above.
7. Tenderers shall ensure that their tenders, complete in all respects, are dropped in the Tender Box located at **HLL Lifecare Limited, Procurement and Consultancy Division, B-14 A, Sector-62, Noida-201 307, Uttar Pradesh** on or before the closing date and time indicated in the Para 2 above, failing which the tenders will be treated as late and rejected.
8. In the event of any of the above mentioned dates being declared as a holiday / closed day for the purchase organisation, the tenders will be sold/received/opened on the next working day at the appointed time.
9. This is a public project for emergency Health Services undertaken by CATS with procurement support from HLL Lifecare Limited and technical partnership with the United Nations Development Programme (UNDP).
10. The Tender Enquiry Documents are not transferable.

**Head (P&CD)**

**SECTION - II****GENERAL INSTRUCTIONS TO TENDERERS (GIT)****CONTENTS**

<b>Sl. No.</b>	<b>Topic</b>	<b>Page No.</b>
<b>A</b>	<b>PREAMBLE</b>	
1	Definitions and Abbreviations	7
2	Introduction	8
3	Availability of Funds	9
4	Language of Tender	9
5	Eligible Tenderers	9
6	Tendering Expense	9
<b>B</b>	<b>TENDER ENQUIRY DOCUMENTS</b>	
7	Contents of Tender Enquiry Documents	9
8	Amendments to Tender Enquiry Documents	10
9	Clarification of Tender Enquiry Documents	10
<b>C</b>	<b>PREPARATION OF TENDERS</b>	
10	Documents Comprising the Tender	10
11	Tender Currencies	11
12	Tender Prices	12
13	Firm Price	12
14	Alternative Tenders	12
15	Documents Establishing Tenderer's Eligibility and Qualifications	12
16	Documents Establishing Good's Conformity to Tender Enquiry Document	13
17	Earnest Money Deposit (EMD)	13
18	Tender Validity	14
19	Signing and Sealing of Tender	14

<b>D</b>	<b>SUBMISSION OF TENDERS</b>	
20	Submission of Tenders	15
21	Late Tender	15
22	Alteration and Withdrawal of Tender	15
<b>E</b>	<b>TENDER OPENING</b>	
23	Opening of Tenders	16
<b>F</b>	<b>SCRUTINY AND EVALUATION OF TENDERS</b>	
24	Basic Principle	16
25	Scrutiny of Tenders	16
26	Minor Informality/Irregularity/Non-Conformity	17
27	Discrepancy in Prices	17
28	Discrepancy between original and copies of Tender	18
29	Qualification Criteria	18
30	Comparison of Tenders	18
31	Tenderer's capability to perform the contract	18
32	Contacting the Purchaser	18
<b>G</b>	<b>AWARD OF CONTRACT</b>	
33	Purchaser's Right to Accept any Tender and to Reject any or All Tenders	18
34	Award Criteria	19
35	Variation of Quantities at the Time of Award	19
36	Notification of Award	19
37	Issue of Contract	19
38	Non-receipt of Performance Security and Contract by the Purchaser/Consignee	19
39	Return of EMD	20
40	Publication of Tender Result	20
41	Corrupt or Fraudulent Practices	20

## A. PREAMBLE

### 1. Definitions and Abbreviations

1.1 The following definitions and abbreviations, which have been used in these documents shall have the meanings as indicated below:

1.2. Definitions:

- (i) "Purchaser" means Centralised Accident & Trauma Services (An Autonomous Body of Govt. of NCT of Delhi).
- (ii) "Tender" means Bids / Quotation / Tender received from a Firm / Tenderer / Bidder.
- (iii) "Tenderer" means Bidder/ Firm submitting Bids / Quotation / Tender
- (iv) "Supplier" means the individual or the firm supplying the goods and services as incorporated in the contract.
- (v) "Goods" means the articles, material, commodities, livestock, furniture, fixtures, raw material, spares, instruments, machinery, equipment, medical equipment, including ambulance and its fabrication industrial plant etc. which the supplier is required to supply to the purchaser under the contract.
- (vi) "Services" means services allied and incidental to the supply of goods, such as transportation, installation, commissioning, provision of technical assistance, training, after sales service, maintenance service and other such obligations of the supplier covered under the contract.
- (vii) "Earnest Money Deposit" (EMD) means Bid Security/ monetary or financial guarantee to be furnished by a tenderer along with its tender.
- (viii) "Contract" means the written agreement entered into between the purchaser and/or consignee and the supplier, together with all the documents mentioned therein and including all attachments, annexure etc. therein.
- (ix) "Performance Security" means monetary or financial guarantee to be furnished by the successful tenderer for due performance of the contract placed on it. Performance Security is also known as Security Deposit.
- (x) "Consignee" means Centralised Accident & Trauma Services (An Autonomous Body of Govt. of NCT of Delhi) Headquarters, Yamuna Pusta, Bela Road, Near Vijay Ghat, New Delhi, to whom the goods are required to be delivered as specified in the Contract. If the goods are required to be delivered to a person as an interim consignee for the purpose of despatch to another person as provided in the Contract then that "another" person is the consignee, also known as ultimate consignee.
- (xi) "Specification" means the document/standard that prescribes the requirement with which goods or service has to conform.
- (xii) "Inspection" means activities such as measuring, examining, testing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement to determine conformity.
- (xiii) "Day" means calendar day.

1.3 Abbreviations:

- (i) "TE Document" means Tender Enquiry Document
- (ii) "NIT" means Notice Inviting Tenders.
- (iii) "GIT" means General Instructions to Tenderers
- (iv) "SIT" means Special Instructions to Tenderers
- (v) "GCC" means General Conditions of Contract
- (vi) "SCC" means Special Conditions of Contract

- (vii) "DGS&D" means Directorate General of Supplies and Disposals
- (viii) "NSIC" means National Small Industries Corporation
- (ix) "PSU" means Public Sector Undertaking
- (x) "CPSU" means Central Public Sector Undertaking
- (xi) "LSI" means Large Scale Industry
- (xii) "SSI" means Small Scale Industry
- (xiii) "LC" means Letter of Credit
- (xiv) "DP" means Delivery Period
- (xv) "BG" means Bank Guarantee
- (xvi) "ED" means Excise Duty
- (xvii) "CD" means Custom Duty
- (xviii) "VAT" means Value Added Tax
- (xix) "CENVAT" means Central Value Added Tax
- (xx) "CST" means Central Sales Tax
- (xxi) "RR" means Railway Receipt
- (xxii) "BL" means Bill of Lading
- (xxiii) "FOB" means Free on Board
- (xxiv) "FCA" means Free Carrier
- (xxv) "FOR" means Free On Rail
- (xxvi) "CIF" means Cost, Insurance and Freight
- (xxvii) "CIP (Destinations)" means Carriage and Insurance Paid up to named port of destination. Additionally the Insurance (local transportation and storage) would be extended and borne by the Supplier from ware house to the consignee site for a period including 3 months beyond date of delivery.
- (xxviii) "DDP" means Delivery Duty Paid named place of destination (consignee site)
- (xxix) "INCOTERMS" means International Commercial Terms as on the date of Tender Opening
- (xxx) "DOH&FW" means Department of Health & Family Welfare, Government of NCT of Delhi
- (xxxi) "DHS" means Directorate of Health Services, Govt of NCT of Delhi.
- (xxxii) "RT" means Re-Tender.
- (xxxiii) "ALS" means Advance Life Support.
- (xxxiv) "BLS" means Basic Life Support.
- (xxxv) "CMC" means Comprehensive Annual Maintenance Contract.
- (xxxvi) "CMVR" Central Motor Vehicle Rules.
- (xxxvii) "NPV" Net Present Value.
- (xxxviii) "UNDP" means United Nations Development Programme.

## **2. Introduction**

- 2.1 This is a public project for emergency Health Services undertaken by CATS with procurement support from HLL Lifecare Limited and technical partnership with the United Nations Development Programme (UNDP).
- 2.2 The Purchaser has issued these TE documents for purchase of goods and related services as mentioned in Section – IV – "List of Requirements", which also indicates, *interalia*, the required delivery schedule, terms and place of delivery.
- 2.3 This section (Section II - "General Instruction Tenderers") provides the relevant information as well as instructions to assist the prospective tenderers in preparation and submission of tenders. It also includes the mode and procedure to be adopted by the purchaser for receipt and opening as well as scrutiny and evaluation of tenders and subsequent placement of contract.



2.4 Before formulating the tender and submitting the same to the purchaser, the tenderer should read and examine all the terms, conditions, instructions, checklist etc. contained in the TE documents. Failure to provide and/or comply with the required information, instructions etc. incorporated in these TE documents may result in rejection of its tender.

### **3. Availability of Funds**

3.1 Expenditure to be incurred for the proposed purchase will be met from the funds available with the purchaser/consignee.

### **4. Language of Tender**

4.1 The tender submitted by the tenderer and all subsequent correspondence and documents relating to the tender exchanged between the tenderer and the purchaser, shall be written in the English language, unless otherwise specified in the Tender Enquiry. However, the language of any printed literature furnished by the tenderer in connection with its tender may be written in any other language provided the same is accompanied by an English translation and, for purposes of interpretation of the tender, the English translation shall prevail.

4.2 The tender submitted by the tenderer and all subsequent correspondence and documents relating to the tender exchanged between the tenderer and the purchaser, may also be written in the Hindi language, provided that the same are accompanied by English translation, in which case, for purpose of interpretation of the tender etc, the English translations shall prevail.

### **5. Eligible Tenderers**

5.1 This invitation for tenders is open to all suppliers who fulfil the eligibility criteria specified in GIT clause 15.

### **6. Tendering Expense**

6.1 The tenderer shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its tender including preparation, mailing and submission of its tender and for subsequent processing the same. The purchaser will, in no case be responsible or liable for any such cost, expenditure, etc. regardless of the conduct or outcome of the tendering process.

## **B. TENDER ENQUIRY DOCUMENTS**

### **7. Content of Tender Enquiry Documents**

7.1 In addition to Section I – “Notice inviting Tender” (NIT), the TE documents include:

- Section II – General Instructions to Tenderers (GIT)
- Section III – General Conditions of Contract (GCC)
- Section IV – List of Requirements
- Section V – Technical Specifications
- Section VI – Quality Control Requirements

- Section VII – Qualification Criteria
- Section VIII – Tender Form
- Section IX – Price Schedule
- Section X – Questionnaire
- Section XI – Bank Guarantee Form for EMD
- Section XII – Manufacturer’s Authorization Form.
- Section XIII – Bank Guarantee Form for Performance Security/CMC Security
- Section XIV – Contract Forms A&B
- Section XV – Proforma of Consignee Receipt Certificate
- Section XVI – Proforma of Final Acceptance Certificate by the consignee
- Section XVII – Check List for the Tenderers
- Section XVIII – Consignee List

7.2 The relevant details of the required goods and services, the terms, conditions and procedure for tendering, tender evaluation, placement of contract, the applicable contract terms and, also, the standard formats to be used for this purpose are incorporated in the above-mentioned documents. The interested tenderers are expected to examine all such details etc to proceed further.

## **8. Amendments to TE documents**

- 8.1 At any time prior to the deadline for submission of tenders, the purchaser may, for any reason deemed fit by it, modify the TE documents by issuing suitable amendment(s) to it.
- 8.2 Such an amendment will be notified **only in the website(s) [www.lifecarehll.com](http://www.lifecarehll.com) or [www.eprocure.gov.in](http://www.eprocure.gov.in) or [www.health.delhigovt.nic.in](http://www.health.delhigovt.nic.in). All prospective bidders are hereby instructed to visit the website regularly, so that additional documents if any required or any modifications in the tender documents can be done prior to the last date of submission of the bids.**
- 8.3 In order to provide reasonable time to the prospective tenderers to take necessary action in preparing their tenders as per the amendment, the purchaser may, at its discretion extend the deadline for the submission of tenders and other allied time frames, which are linked with that deadline.

## **9. Clarification of TE documents**

- 9.1 A tenderer requiring any clarification or elucidation on any issue of the TE documents may take up the same with the purchaser in writing or email (email id: [pcd@lifecarehll.com](mailto:pcd@lifecarehll.com)) or FAX (at fax no: 0120-4071513 ) **on or before the date of pre-bid meeting.**
- 9.2 Each prospective Tenderer can attend the Prebid meeting mentioned in para 2 in Section I with maximum 3 persons duly authorized by Tenderer.

## **C. PREPARATION OF TENDERS**

### **10. Documents Comprising the Tender**

- 10.1 The **Two Tender System**, i.e. “Techno - Commercial Tender” and “Price Tender” prepared by the tenderer shall comprise the following:

**A) Techno – Commercial Tender (Un priced Tender)**

- i) Earnest money furnished in accordance with GIT clause 17.1.
- ii) Tender Form as per Section VIII (without indicating any prices).
- iii) Documentary evidence, as necessary in terms of clauses 5 and 15 establishing that the tenderer is eligible to submit the tender and, also, qualified to perform the contract if its tender is accepted.
- iv) Power of Attorney in favour of signatory of TE documents.
- v) Documents and relevant details to establish in accordance with GIT clause 16 that the goods and the allied services to be supplied by the tenderer conform to the requirement of the TE documents.
- vi) Performance Statement as per section VII along with relevant copies of orders and end users' satisfaction certificate.
- vii) Price Schedule as per Section IX filled up with all the details with prices blank (without indicating any prices).
- viii) Certificate of Incorporation in the country of origin.
- ix) Checklist as per Section XVII.
- x) Documents evidencing the consortium and the lead partner duly signed and sealed by all the partners thereto.
- xi) The Tenderer/Agent who quotes for goods manufactured by other manufacturer shall furnish Manufacturer's Authorization form

**B) Price Tender:**

The information given at clause no. 10.1 A) ii) & vii) above should be reproduced with the prices indicated both for ambulances and CMC.

Note:

1. All pages of the Tender should be page numbered and indexed.
2. It is the responsibility of tenderer to go through the TE document to ensure furnishing all required in addition to above, if any.
3. **A proforma invoice showing item wise break up prices for both types of Ambulances (ALS and BLS) with rate and amount of taxes & duties component to be enclosed with the price tender.**

10.2. The authorized signatory of the tenderer must sign the tender duly stamped at appropriate places and initial all the remaining pages of the tender.

A person signing the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages

10.3 A tender, which does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.

10.4 Tender sent by fax/telex/cable/electronically shall be ignored.

**11. Tender currencies**

11.1 All prices shall be quoted in Indian Rupees and no letter of credit will be opened by the purchaser any time.

11.2 Tenders, where prices are quoted in any other way shall be treated as non -responsive and rejected.

## 12 Tender Prices

12.1 The Tenderer shall indicate on the Price Schedule provided under Section IX all the specified components of prices shown therein including the unit prices and total tender prices of the goods and services it proposes to supply against the requirement.

12.2 **The Tenderer has to quote for total requirement of both ALS and also BLS Ambulances compulsorily. The Tenderer not quoting for full requirement will be treated as non-responsive and will be ignored.**

12.3 Octroi Duty and Local Duties & Taxes: If any shall be paid by the tenderer within the price quoted.

12.4 Excise Duty:

Any change in excise duty upward/downward as a result of any statutory variation in excise duty taking place within contract terms shall be allowed to the extent of actual quantum of excise duty paid by the supplier. In case of downward revision in excise duty, the actual quantum of reduction of excise duty shall be reimbursed to the purchaser by the supplier.

12.5 Sales Tax:

If a tenderer asks for sales tax/ VAT, Service Tax and Works Contract Tax to be paid extra, the rate and nature of sales tax applicable should be shown separately **in their proforma invoice**. The sales tax / VAT, Service Tax and Works Contract Tax will be paid as per the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sale is legally liable to sales tax / VAT, Service Tax and Works Contract Tax and is payable as per the terms of the contract. If any refund of Tax is received at a later date, the Supplier must return the amount forth-with to the purchaser.

## 13. Firm Price

The prices quoted by the tenderer shall remain firm and fixed during the currency of the contract and not subject to variation on any account. **However, any change in Excise Duty and/or VAT/CST upward/downward as a result of any statutory variation takes place within the contract period shall be allowed to the extent of actual quantum paid by the supplier** as mentioned in clause no. 12.4 & 12.5.

## 14. Alternative Tenders

14.1 Alternative Tenders are not permitted.

14.2 Only one tenderer is permitted to quote for the same manufacturer irrespective of models.

## 15 Documents Establishing Tenderer's Eligibility and Qualifications

15.1 The tenderer shall furnish, as part of its tender, relevant details and documents establishing its eligibility to quote and its qualifications to perform the contract.

15.2 The documentary evidence needed to establish the tenderer's qualifications shall fulfil the following requirements:

a) In case the tenderer offers to supply goods, which are manufactured by some other firm, the tenderer has been duly authorised by the goods manufacturer to quote for and supply the

goods to the purchaser. The tenderer shall submit the manufacturer's authorization letter to this effect as per the standard form provided under Section XII in this document.

b) The tenderer has the required financial, technical and production capability necessary to perform the contract and, further, it meets the qualification criteria incorporated in the Section VII in these documents.

15.3 Documents evidencing consortium agreement with Lead Partner. The agreement shall clearly detail the following:

a. The Lead partner shall be responsible to the various penal and financial clauses in this tender document. The responsibilities and liabilities among the consortium partners will form part of the agreement.

b. Mention all details regarding the sharing of responsibilities between partners as regards the provision of warranties of the vehicle/fitments /medical equipment etc.

c. Mention the full contact details of the Consortium Office & the Consortium Manager, who will act as a single point contact person for all communication regarding the execution of this order and subsequent communication regarding the provision of warranties, defaults, penalties etc.

d. The lead partner will be overall responsible for fulfilling all the obligations as desired in the tender.

The aforementioned Consortium Agreement must be submitted along with the technical bid. The Purchaser reserves the right to seek clarification/Summarily reject the tender of the consortium whose Agreement is ambiguous or does not address the aforementioned points.

## **16. Documents establishing good's Conformity to TE document.**

16.1 The tenderer shall provide in its tender the required as well as the relevant documents like technical data, literature, drawings etc. to establish that the goods and services offered in the tender fully conform to the goods and services specified by the purchaser in the TE documents. For this purpose the tenderer shall also provide a clause-by-clause compliance on the technical specifications and other technical details incorporated by the purchaser in the TE documents to establish technical responsiveness of the goods and services offered in its tender.

16.2 In case there is any variation and/or deviation between the goods & services prescribed by the purchaser and that offered by the tenderer, the tenderer shall list out the same in a chart form without ambiguity and provide the same along with its tender.

16.3 If a tenderer furnishes wrong and/or misleading data, statement(s) etc. about technical acceptability of the goods and services offered by it, its tender will be liable to be ignored and rejected in addition to other remedies available to the purchaser in this regard.

## **17. Earnest Money Deposit (EMD)**

17.1 The tenderer shall furnish along with its tender, earnest money for amount as shown in the List of Requirements and Section I. In case the consortium partners want to submit separate EMD amount with a combined total amount of the required EMD, they may do so, however, in case of forfeiture of EMD, total EMD amount, submitted individually, shall be invoked. The earnest money is required to protect the purchaser against the risk of the tenderer's unwarranted conduct as amplified under sub-clause 17.6 below.

- 17.2 The earnest money shall be denominated in Indian Rupees. The earnest money shall be furnished in one of the following forms:
- i) Account Payee Demand Draft
  - ii) Banker's cheque and
  - iii) Bank Guarantee
- 17.3 The demand draft or banker's cheque shall be drawn on any commercial bank in India in favour of the "HLL Lifecare Limited" payable at New Delhi. In case of bank guarantee, the same is to be provided from any commercial bank in India as per the format specified under Section XI in these documents.
- 17.4 The earnest money, if submitted in form of **Bank Guarantee, shall be valid for a period of one year** from Techno-Commercial Tender opening date.
- 17.5 Unsuccessful tenderers' earnest money will be returned to them without any interest, after expiry of the tender validity period, but not later than thirty days after conclusion of the resultant contract. Successful tenderer's earnest money will be returned without any interest, after receipt of performance security from that tenderer.
- 17.6 Earnest Money is required to protect the purchaser against the risk of the Tenderer's conduct, which would warrant the forfeiture of the EMD. Earnest money of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the purchaser. The successful tenderer's earnest money will be forfeited without prejudice to other rights of Purchaser if it fails to furnish the required performance security within the specified period.

## **18. Tender Validity**

- 18.1 The tenders shall remain valid for acceptance for a period of 120 days (One hundred and twenty days) after the date of tender opening prescribed in the TE document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.
- 18.2 In exceptional cases, the tenderers may be requested by the purchaser to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by mail or by fax/ telex/cable followed by surface mail. The tenderers, who agree to extend the tender validity, are to extend the same without any change or modification of their original tender and they are also to extend the validity period of the EMD accordingly. A tenderer, who may not agree to extend its tender validity after the expiry of the original validity period the EMD furnished by them shall not be forfeited.
- 18.3 In case the day up to which the tenders are to remain valid falls on/ subsequently declared a holiday or closed day for the purchaser, the tender validity shall automatically be extended up to the next working day.

## **19. Signing and Sealing of Tender**

- 19.1 The tenderers shall submit their tenders as per the instructions contained in GIT Clause 10.
- 19.2 A tenderer shall submit two copies of its tender marking them as "Original" and "Duplicate". Both the original & duplicate will contain separate techno-commercial and price bid. Duplicate tenders may contain all pages including Technical Literature/Catalogues as per in Original tenders.
- 19.3 The original and duplicate tender shall either be typed or written in indelible ink and the same shall be signed by the tenderer or by a person(s) who has been duly authorized to bind

- the tenderer to the contract. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the tender.
- 19.4 Both the copies of the tender shall be duly signed at the appropriate places as indicated in the TE documents and all other pages of the tender including printed literature, if any shall be initialled by the same person(s) signing the tender. The tender shall not contain any erasure or overwriting, except as necessary to correct any error made by the tenderer and, if there is any such correction; the same shall be initialled by the person(s) signing the tender.
- 19.5 The tenderer is to seal the original and duplicate copy of the tender in separate envelopes, duly marking the same as “Original” and “Duplicate” and writing the address of the purchaser and the tender reference number on the envelopes. The sentence “NOT TO BE OPENED” before \_\_\_\_\_ (The tenderer is to put the date & time of tender opening) are to be written on these envelopes. The envelopes (original & duplicate) are then to be put in a bigger outer envelope, which will also be duly sealed, marked etc. as above. If the outer envelope is not sealed and marked properly as above, the purchaser will not assume any responsibility for its misplacement, premature opening, late opening etc.
- 19.6 TE document seeks quotation following **two Tender System**, in two parts. First part will be known as **‘Techno - Commercial Tender’**, and the second part **‘Price Tender’** as specified in clause 10 of GIT. Tenderer shall seal **‘Techno - Commercial Tender’** and **‘Price Tender’** separately and covers will be suitably super scribed. Both these sealed covers shall be put in a bigger cover and sealed and procedure prescribed in Paras 19.1 to 19.5 followed.

## D. SUBMISSION OF TENDERS

### 20. Submission of Tenders

- 20.1 Unless otherwise specified, the tenderers are to deposit the tenders in the tender box kept for this purpose at **HLL Lifecare Limited, Procurement and Consultancy Division, B-14 A, Sector-62, Noida-201 307, Uttar Pradesh**. In case of bulky tender, which cannot be put into tender box, the same shall be submitted by the tenderer by hand to **Head (P&CD)** or his nominee, **HLL Lifecare Limited, Procurement and Consultancy Division, B-14 A, Sector-62, Noida-201 307, Uttar Pradesh**. The officer receiving the tender will give the tenderer an official receipt duly signed with date and time.
- 20.2 The tenderers must ensure that they deposit their tenders not later than the closing time and date specified for submission of tenders. It is the responsibility of the tenderer to ensure that their Tenders whether sent by post or by courier or by person, are dropped in the Tender Box by the specified clearing date and time. In the event of the specified date for submission of tender falls on / is subsequently declared a holiday or closed day for the purchaser, the tenders will be received up to the appointed time on the next working day.

### 21. Late Tender

A tender, which is received after the specified date and time for receipt of tenders will be treated as “late” tender and will be ignored.

### 22. Alteration and Withdrawal of Tender

- 22.1 The tenderer, after submitting its tender, is permitted to alter / modify its tender so long as such alterations / modifications are received duly signed, sealed and marked like the original tender, within the deadline for submission of tenders. Alterations / modifications to tenders received after the prescribed deadline will not be considered.

- 22.2 No tender should be withdrawn after the deadline for submission of tender and before expiry of the tender validity period. If a tenderer withdraws the tender during this period, it will result in forfeiture of the earnest money furnished by the tenderer in its tender.

## **E. TENDER OPENING**

### **23. Opening of Tenders**

- 23.1 The purchaser will open the tenders at the specified date and time and at the specified place as indicated in the NIT.

In case the specified date of tender opening falls on / is subsequently declared a holiday or closed day for the purchaser, the tenders will be opened at the appointed time and place on the next working day.

- 23.2 Authorized representatives of the tenderers (Maximum three persons), who have submitted tenders on time may attend the tender opening provided they bring with them letters of authority from the corresponding tenderers.

The tender opening official(s) will prepare a list of the representatives attending the tender opening. The list will contain the representatives' names & signatures and corresponding tenderers' names and addresses.

- 23.3 Two - Tender system as mentioned in Para 19.6 above will be as follows. The **Techno - Commercial Tenders** are to be opened in the first instance, at the prescribed time and date as indicated in NIT. These Tenders shall be scrutinized and evaluated by the competent committee/ authority with reference to parameters prescribed in the TE document. During the Techno - Commercial Tender opening, the tender opening official(s) will read the salient features of the tenders like brief description of the goods offered, delivery period, Earnest Money Deposit and any other special features of the tenders, as deemed fit by the tender opening official(s). Thereafter, in the second stage, the Price Tenders of only the Techno - Commercially acceptable offers (as decided in the first stage) shall be opened for further scrutiny and evaluation on a date notified after the evaluation of the Techno – Commercial tender.

## **F. SCRUTINY AND EVALUATION OF TENDERS**

### **24. Basic Principle**

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

### **25. Scrutiny of Tenders**

- 25.1 The Purchaser will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed stamped and whether the Tenders are generally in order.



- 25.2 The Purchaser's determination of a Tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence
- 25.3 The tenders will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the TE document. The tenders, which do not meet the basic requirements, are liable to be treated as non-responsive and will be rejected.
- 25.4 The following are some of the important aspects, for which a tender shall be declared non-responsive during the evaluation and will be ignored;
- (i) Tender is unsigned.
  - (ii) Tender validity is shorter than the required period.
  - (iii) Required EMD (Amount, validity etc.) have not been provided.
  - (iv) Tenderer has not agreed to give the required performance security of required amount in an acceptable form in terms of GCC clause 4, for due performance of the contract.
  - (v) Tenderer has not agreed to other essential condition(s) specially incorporated in the tender enquiry like terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law.
  - (vi) Unsatisfactory past performance.
  - (vii) Tenderers who stand banned/blacklisted by any Govt. Authorities.
  - (viii) Tenderer is not eligible as per GIT Clauses 15.
  - (ix) Tenderer has not quoted for the entire quantity as specified in the List of Requirements in the quoted schedule.
  - (x) Tenderer has not agreed for the delivery terms and delivery schedule.
  - (xi) Tenderer has quoted for goods manufactured by other manufacturer without the required Manufacturer's Authorization Form as per Section XII.
  - (xii) Tenderer has not quoted for CMC wherever required.

## **26. Minor Informality/Irregularity/Non-Conformity**

- 26.1 If during the evaluation, the purchaser find any minor informality and/or irregularity and/or non-conformity in a tender, the purchaser will convey its observation on such 'minor' issues to the tenderer by registered/speed post/courier/e-mail/fax etc. asking the tenderer to respond by a specified date. If the tenderer does not reply by the specified date or gives evasive reply without clarifying the point of issue in clear terms, that tender will be liable to be ignored.

## **27 Discrepancies in Prices**

- 27.1 If, in the price structure quoted by a tenderer, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly.
- 27.2 If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected.
- 27.3 If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause 27.1 and 27.2 above.
- 27.4 If, as per the judgement of the purchaser, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the tenderer by registered / speed post/Fax. If

the tenderer does not agree to the observation of the purchaser, the tender is liable to be ignored.

**28. Discrepancy between original and duplicate copy of Tender**

28.1 In case any discrepancy is observed between the text etc. of the original copy and that in the other copy of the same tender set, the text etc. of the original copy shall prevail.

**29. Qualification Criteria**

Tenders of the tenderers, who do not meet the required Qualification Criteria prescribed in Section VII, will be treated as non - responsive and will not be considered further.

**30. Comparison of Tenders**

30.1 The comparison of the responsive tenders shall be carried out on Delivery Duty Paid (DDP) consignee site basis taking into account price quoted for CMC also.

30.2 **Net Present value (NPV) of the Comprehensive Annual Maintenance charges (CMC) quoted for 5 years after expiry of the comprehensive warranty period, will be calculated at a discounted rate of 10% and shall be added to the tender price of ambulances to evaluate the tenders.**

**31. Tenderer's capability to perform the contract**

31.1 The purchaser, through the above process of tender scrutiny and tender evaluation will determine to its satisfaction whether the tenderer, whose tender has been determined as the lowest evaluated responsive tender is eligible, qualified and capable in all respects to perform the contract satisfactorily.

31.2 The above-mentioned determination will, inter alia, take into account the tenderer's financial, technical and production capabilities for satisfying all the requirements of the purchaser as incorporated in the TE document. Such determination will be based upon scrutiny and examination of all relevant data and details submitted by the tenderer in its tender as well as such other allied information as deemed appropriate by the purchaser.

**32. Contacting the Purchaser**

32.1 From the time of submission of tender to the time of awarding the contract, if a tenderer needs to contact the purchaser for any reason relating to this tender enquiry and / or its tender, it should do so only in writing.

32.2 In case a tenderer attempts to influence the purchaser in the purchaser's decision on scrutiny, comparison & evaluation of tenders and awarding the contract, the tender of the tenderer shall be liable for rejection in addition to appropriate administrative actions being taken against that tenderer, as deemed fit by the purchaser.

**G. AWARD OF CONTRACT**

**33. Purchaser's Right to accept any tender and to reject any or all tenders**

33.1 The purchaser reserves the right to accept in part or in full any tender or reject any or more tender(s) without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected tenderer or tenderers.

**34. Award Criteria**

34.1 Subject to GIT clause 33 above, the contract will be awarded to the lowest evaluated responsive tenderer decided by the purchaser in terms of GIT Clause 31.

**35. Variation of Quantities at the Time of Award/ Currency of Contract**

35.1 At the time of awarding the contract, the purchaser reserves the right to increase or decrease by up to twenty five (25) per cent, the quantity of goods and services mentioned in the schedule (s) in the “List of Requirements” (rounded off to next whole number) without any change in the unit price and other terms & conditions quoted by the tenderer.

35.2 If the quantity has not been increased at the time of the awarding the contract, the purchaser reserves the right to increase by up to twenty five (25) per cent, the quantity of goods and services mentioned in the contract (rounded off to next whole number) without any change in the unit price and other terms & conditions mentioned in the contract, during the currency of the contract.

**36. Notification of Award/ Letter of Intent**

36.1 Before expiry of the tender validity period, the purchaser will notify the successful tenderer in writing, by registered / speed post or by fax that its tender for goods & services, which have been selected by the purchaser, has been accepted, also briefly indicating therein the essential details like description, specification and quantity of the goods & services and corresponding prices accepted. The successful tenderer must accept and return a signed copy of the NOA within 15 days and furnish to the purchaser the required performance security within thirty (30) days from the date of dispatch of this notification, failing which the EMD will be forfeited and the award will be cancelled.

36.2 This Notification of Award shall be converted into a Contract Agreement (Contract Form-A in Section-XIV) only after the Prototype is finally approved as per GCC clause 7 of the tender enquiry document. During interim period between the Letter of Intent and the signing of Contract Agreement, the tenderer will be bound by the terms and conditions of the tender documents. There will be no materialization of the contract if final prototype is rejected by the purchaser.

**37. Issue of Contract**

37.1 Promptly after approval of prototype, the Purchaser/Consignee will mail the contract form (as per Section XIV) duly completed and signed, in duplicate, to the successful tenderer by registered / speed post.

37.2 The successful tenderer shall immediately return the original copy of the contract, duly signed and dated, to the Purchaser/Consignee by registered / speed post.

**38. Non-receipt of Performance Security and Contract by the Purchaser/Consignee**

38.1 Failure of the successful tenderer in providing performance security and / or returning contract copy duly signed in terms of GIT clauses 36 and 37 above shall make the tenderer liable for forfeiture of its EMD and, also, for further actions by the Purchaser/Consignee against it as per the clause 20 of GCC – Termination of default.

**39. Return of E M D**

The earnest money of the successful tenderer and the unsuccessful tenderers will be returned to them without any interest, whatsoever, in terms of GIT Clause 17.5.

**40. Publication of Tender Result**

40.1 The name and address of the successful tenderer(s) receiving the contract(s) will be mentioned in the notice board/bulletin/web site of the purchaser.

**41. Corrupt or Fraudulent Practices**

41.1 It is required by all concerned namely the Consignee/Tenderers/Suppliers etc to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser: -

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
  - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;
- (b) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the purchaser if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

**SECTION - III****GENERAL CONDITIONS OF CONTRACT (GCC)****TABLE OF CLAUSES**

<b>Sl No.</b>	<b>Topic</b>	<b>Page No.</b>
1	Application	22
2	Use of contract documents and information	22
3	Patent Rights	22
4	Performance Security	22
5	Technical Specifications and Standards	23
6	Packing	23
7	Inspection, Testing and Quality Control	23
8	Terms of Delivery	25
9	Insurance	25
10	Spare parts	25
11	Incidental services	25
12	Warranty	25
13	Assignment	27
14	Modification of contract	27
15	Prices	27
16	Taxes and Duties	27
17	Terms and mode of Payment	27
18	Delivery	29
19	Liquidated Damages	30
20	Termination for default	30
21	Termination for insolvency	31
22	Force Majeure	31
23	Termination for convenience	32
24	Governing language	32
25	Notices	32
26	Resolution of disputes	32
27	Applicable Law	33
28	Withholding and Lien	33
29	General/Miscellaneous Clauses	33

## **1. Application**

- 1.1 The General Conditions of Contract incorporated in this section shall be applicable for this purchase to the extent the same are not superseded by List of requirements under Section IV and Technical Specification under Section V of this document.

## **2. Use of contract documents and information**

- 2.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract or any provision thereof including any specification, drawing, sample or any information furnished by or on behalf of the purchaser in connection therewith, to any person other than the person(s) employed by the supplier in the performance of the contract emanating from this TE document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purposes of such performance for this contract.
- 2.2 Further, the supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC sub-clause 2.1 above except for the sole purpose of performing this contract.
- 2.3 Except the contract issued to the supplier, each and every other document mentioned in GCC sub-clause 2.1 above shall remain the property of the purchaser and, if advised by the purchaser, all copies of all such documents shall be returned to the purchaser on completion of the supplier's performance and obligations under this contract.

## **3. Patent Rights**

- 3.1 The supplier shall, at all times, indemnify and keep indemnified the purchaser, free of cost, against all claims which may arise in respect of goods & services to be provided by the supplier under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the purchaser, the purchaser shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to the purchaser.

## **4. Performance Security**

- 4.1 Within thirty (30) days from date of the issue of Contract by the Purchaser/Consignee, the supplier, shall furnish performance security to the Purchaser/Consignee for an amount equal to ten percent (10%) of the total value of the contract, valid up to sixty (60) days after the date of completion of all contractual obligations by the supplier, including the comprehensive warranty obligations, initially valid for a period of minimum **43 months** from the date of the Contract.
- 4.2 The Performance security shall be denominated in Indian Rupees as detailed below:

It shall be in any one of the forms namely Account Payee Demand Draft or Fixed Deposit Receipt drawn from any Scheduled bank in India or Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in section XIII of this document in favour of the Purchaser/Consignee. The validity of the Fixed Deposit receipt or Bank Guarantee will be for a period up to sixty (60) days beyond Warranty Period.

- 4.3 In the event of any failure /default of the supplier with or without any quantifiable loss to the purchaser, the amount of the performance security is liable to be forfeited. The purchaser may do the needful to cover any failure/default of the supplier with or without any quantifiable loss to the purchaser.
- 4.4 In the event of any amendment issued to the contract, the supplier shall, within fifteen (15) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.
- 4.5 Subject to GCC sub – clause 4.3 above, the Purchaser/Consignee will release the Performance Security without any interest to the supplier on completion of the supplier's all contractual obligations including the warranty obligations & after receipt of Consignee wise bank guarantee for CMC security in favour of the consignee as per the format in Section XIII.
- 4.6 The supplier shall enter into Annual Comprehensive Maintenance Contract as per the 'Contract Form – B' in Section XIV with respective consignees, 3 (three) months prior to the completion of Warranty Period. The CMC will commence from the date of expiry of the Warranty Period.

## **5. Technical Specifications and Standards**

- 5.1 The Goods & Services to be provided by the supplier under this contract shall conform to the technical specifications mentioned in 'Technical under Sections V of this document.

## **6. Packing**

- 6.1 The packing for the equipment fitted in the ambulance as provided by the supplier should be strong and durable enough to withstand, without limitation, the entire journey during transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc.

## **7. Inspection, Testing and Quality Control**

- 7.1 **Prototype Inspection: One prototype of the ALS Ambulance to be introduced into operations must be inspected and approved before being taken up for serial production. The BLS Ambulance so supplied shall be similar to the approved ALS Ambulance with the exception of medical equipment which are not mandated for in the BLS ambulance.**

**ALS ambulance prototype shall undergo a four step inspection and verification process to ensure compliance with the technical specifications contained herein:**

- 7.1.1 **Theoretical compliance** based on documents & drawings furnished along with the technical bid. The ambulance design and layout proposed by the bidder in the drawings submitted along with the technical bid must be approved by the purchaser before commencement of prototype production. The Purchaser reserves the right to ask for appropriate changes in the ambulance layout if not found suitable.
- 7.1.2 **Preliminary Prototype Inspection:** This shall be done after the prototype production is complete and the vehicle is ready to be sent for CMVR Homologation & other tests. This inspection shall be conducted by a multi-disciplinary committee formed by the Purchaser. This shall be done at the work unit where the ambulance is manufactured. All costs related to this inspection shall be borne by the Purchaser for the first visit. In case the vehicle is rejected in the first instance, all subsequent inspections shall be at the cost of the supplier subject to a maximum of two [1<sup>st</sup> Inspection + 2 ] additional opportunities to address the

non-compliances identified. Inspection team will consist of 5 (five) to 7 (seven) members. Expense will be to & fro economy air fare, local conveyance, boarding and lodging of the inspection team for the inspection period.

7.1.3 **CMVR Compliance** certification & all other tests on the vehicle required to verify compliance with the tender document for the complete homologated ambulance with all equipments and fitments loaded. These reports shall be obtained by the bidder from any of the testing agencies specified in CMVR & the bidder shall bear all costs related with the same.

7.1.4 **Final prototype inspection which is fully loaded and ready for operation** for verifying compliance with all non-CMVR & other special requirements specified herein this tender document. This inspection shall be conducted by a multi-disciplinary committee formed by the purchaser. This inspection maybe conducted at the testing agency or at another location decided by the Purchaser. All costs related to this first inspection shall be borne by the Purchaser. In case the vehicle is rejected in the first inspection, all subsequent inspections shall be at the cost of the supplier subject to a maximum of two [1<sup>st</sup> Inspection + 2 ] additional opportunities to address the non-compliances identified. Inspection team will consist of 5 (five) to 7 (seven) members. The bidder will furnish all necessary documents, test reports and compliance certificates to the inspection committee. The decision of this Committee shall be final and binding in all respects and is not subject to dispute. In case the final prototype is not approved by the technical committee, the Performance Security will be forfeited in terms of GCC clause 4.

The tenderer has to take written approval of the final prototype approved from the purchaser before going for serial production of ambulances. This final approved prototype shall be retained till the end as a reference and will be the last ambulance to be rolled out in the complete order. All supplies are to be made as per the prototype finally approved by the purchaser.

7.2 If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, the purchaser's inspector may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to the purchaser and resubmit the same to the purchaser's inspector for conducting the inspections and tests again.

7.3 In case the contract stipulates pre-despatch inspection of the ordered goods at supplier's premises, the supplier shall put up the goods for such inspection to the purchaser's inspector well ahead of the contractual delivery period, so that the purchaser's inspector is able to complete the inspection within the contractual delivery period.

7.4 If the supplier tenders the goods to the purchaser's inspector for inspection at the last moment without providing reasonable time (**i.e. 15 days prior to expiry of contract delivery period**) to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the supplier. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to the purchaser under the terms & conditions of the contract.

7.5 The purchaser's/consignee's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination if the supplied goods are not as per the approved prototype and tender specification and technical bid.

7.6 Goods accepted by the purchaser/consignee and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute purchaser's/consignee's right to reject the same later, if found deficient in terms of the warranty clause of the contract, as incorporated under GCC Clause 12.



7.7 Factory Inspection: The purchaser reserves the right to inspect, take photography/ videography at any stage during the fabrication/ assembly of the prototype or bulk production at the premises where such fabrication/assembly is/are being carried out by the supplier.

## **8. Terms of Delivery**

8.1 Goods shall be delivered by the supplier in accordance with the terms of delivery and as per the delivery period specified in the List of requirement.

## **9. Insurance:**

9.1 The supplier shall make arrangements for insuring the goods against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery. The supplier shall be responsible till the entire stores contracted for arrive in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured.

## **10. Spare parts**

10.1 If specified in the List of Requirements and in the resultant contract, the supplier shall supply/provide any or all of the following materials, information etc. pertaining to spare parts manufactured and/or supplied by the supplier:

- a) The spare parts as selected by the Purchaser/Consignee to be purchased from the supplier, subject to the condition that such purchase of the spare parts shall not relieve the supplier of any contractual obligation including warranty obligations; and
- b) In case the production of the spare parts is discontinued:
  - i) Sufficient advance notice to the Purchaser/Consignee before such discontinuation to provide adequate time to the purchaser to purchase the required spare parts etc., and
  - ii) Immediately following such discontinuation, providing the Purchaser/Consignee, free of cost, the designs, drawings, layouts and specifications of the spare parts, as and if requested by the Purchaser/Consignee.

10.2 Supplier shall carry sufficient inventories to assure ex-stock supply of consumables and spares for the goods so that the same are used during warranty.

## **11. Incidental services**

11.1 The supplier shall be required to perform the following services free of cost.

- i) Training of Consignee's Doctors, Staff, operators etc. for operating and maintaining the goods
- ii) Supplying required number of operation & maintenance manual for the goods.

## **12. Comprehensive Warranty**

12.1 The supplier warrants comprehensively that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed

otherwise by the purchaser in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials, manufacturing or workmanship or from any act or omission of the supplier that may develop under normal use of the supplied goods under the conditions prevailing in India.

- 12.2 The Comprehensive warranty of vehicle shall remain valid for a period of 3 (three) years or 1,50,000 (one lac fifty thousand) kilometres, whichever is earlier and 3 years Comprehensive warranty on fabrication and all other equipment including medical equipment as mentioned in the list of requirement/ General Technical specification, after the goods or any portion thereof as the case may be, have been delivered, Installed and Commissioned at the final destination and accepted by the purchaser/consignee in terms of the contract
- a. No conditional warranty will be acceptable.
  - b. Warranty will be inclusive of all spares, but exclusive of Tyres and wear & tear of windscreen, window & door glasses. Batteries for vehicle & any other equipment will cover standard manufacturer's warranty. However, warranty for medical equipment will also include cables, accessories including rubber, glass items etc.
  - c. Replacement and repair will be undertaken for the defective goods.
- 12.3 In case of any claim arising out of this warranty, the Purchaser/Consignee shall promptly notify the same in writing to the supplier. The detail of the contact person and his telephone no, email id and fax no must be furnished by the supplier immediately after the receipt of the contract. The period of the warranty will be as per G.C.C clause number 12.2 above irrespective of any other period mentioned elsewhere in the bidding documents.
- 12.4 Upon receipt of such notice, the supplier shall, within **three (03) working hours respond to take action to repair/rectify/replace** the defective goods or parts thereof, free of cost, at the ultimate destination **within reasonable time to be mutually agreed upon**. The supplier shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced parts/goods thereafter. The penalty clause for non-rectification will be applicable as per GCC clause 12.10.
- 12.5 Deleted
- 12.6 If the supplier, having been notified, fails to respond to take action to repair or replace the defect(s) within **the time as mutually agreed as mentioned in clause 12.4 above**, the purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the purchaser may have against the supplier.
- 12.7 During Warranty period, the supplier is required to visit at each consignee's site at least once in 3 months commencing from the date of the delivery for preventive maintenance of the goods irrespective of the breakdown calls.
- 12.8 The supplier shall ensure continued supply of the spare parts for the machines and equipment supplied by them to the purchaser for 10 years from the date of installation and handing over.
- 12.9 The Supplier shall always accord most favoured client status to the Purchaser vis-à-vis its other Clients/Purchasers of its equipment/machines/goods etc. and shall always give the most competitive price for its machines/equipment supplied to the Purchaser/Consignee.

- 12.10 Uptime Warranty: During the warranty period, bidder shall maintain 95% uptime of the ambulance calculated on annual basis. Time for scheduled maintenance shall be excluded for computation of uptime warranty. Failure to meet uptime shall render supplier liable for penalty @ 0.1% per day of the total cost of the vehicles not meeting the uptime warranty. In case of exceptional circumstances, like accident, damage by crowd, mishandling, sabotage, operational errors, etc. the bidder may seek exempting downtime calculation which may be approved by the Director, Centralised Accident & Trauma Services (CATS).

**Uptime warranty will be defined by clause no. 12.4 of GCC**

### **13. Assignment**

- 13.1 The Supplier shall not assign to any other party, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with the Purchaser's prior written permission.

### **14. Modification of contract**

- 14.1 If necessary, the purchaser may, by a written order given to the supplier at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following:
- a) Specifications, drawings, designs etc. where goods to be supplied under the contract are to be specially manufactured for the purchaser,
  - b) Mode of packing,
  - c) Incidental services to be provided by the supplier
  - d) Mode of despatch,
  - e) Place of delivery, and
  - f) Any other area(s) of the contract, as felt necessary by the purchaser depending on the merits of the case.

### **15. Prices**

- 15.1 Prices to be charged by the supplier for supply of goods and provision of services in terms of the contract shall not vary from the corresponding prices quoted by the supplier in its tender and incorporated in the contract.

### **16. Taxes and Duties**

- 16.1 Supplier shall be entirely responsible for all taxes, duties, fees, levies etc. incurred until delivery of the contracted goods to the purchaser.

### **17. Terms and Mode of Payment**

#### **17.1 Payment Terms**

- A) Payment shall be made subject to recoveries, if any, by way of liquidated damages or any other charges as per terms & conditions of contract in the following manner.

**a) On delivery:**

80% payment of the contract price shall be paid on receipt of goods in good condition and upon the submission of the following documents:

- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Consignee Receipt Certificate as per Section XV in original issued by the authorized representative of the consignee;
- (iii) Two copies of list identifying contents in each ambulance;
- (iv) Inspection report/ material despatch clearance certificate issued by the purchaser as per GCC clause 7.
- (v) Insurance Certificate as per GCC Clause 9
- (vi) Manufacturer warranty/ guaranty certificate & in house test certificate.

**b) On Acceptance & Commissioning:**

Balance 20% payment would be made against 'Final Acceptance Certificate' as per Section XVI of goods to be issued by the consignees subject to recoveries, if any, either on account of non-rectification of defects/deficiencies not attended by the Supplier or otherwise and after commissioning of services.

**Note: In case any delay is reported by the supplier on issuance of CRC or FAC a team consisting of Director- CATS or his nominee, technical partner from UNDP, representative of Procurement Support Agent (PSA) will facilitate for resolving the same within 3 days from receipt of such report by the supplier.**

**B)** No advance payment will be made by the purchaser. However, supplier may claim for 50% cost of the base vehicle(s) [self-certified copy of the bill should be attached] after the prototype approval and delivery of base vehicle(s) at the fabrication facilities against submission of a BG of equal amount valid for a period not less than 1 year in favor of HLL Lifecare Limited. This payment made shall be adjusted in the actual bill for Ambulances and the said BG will be released along with the payment of actual bill.

**C)** Payment shall be released within 30 days of receipt of supplier's invoice complete in all respect along with all necessary documents as mentioned in GCC clause 17.1 above. **In case the payment is not made to the supplier within the stipulated time against the bill submitted clear in all respect, an interest shall be paid for the delayed period, at the prevailing bank interest rate.**

**D) Payment for Annual Comprehensive Maintenance Contract Charges:**

The consignee will enter into a separate CMC agreement as per General Technical Specification with the supplier at the rates as stipulated in the contract. The payment of CMC will be made on six monthly basis after satisfactory completion of said period, duly certified by the consignee on receipt of bank guarantee for an amount equivalent to 10% of the annual CMC value as per contract in the prescribed format given in Section XIII valid till 2 months after expiry of entire CMC period.

17.2 The supplier shall not claim any interest on payments under the contract.

17.3 Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other tax as applicable will be made from the bills payable to the Supplier at rates as notified from time to time.

- 17.4 The payment shall be made in the currency / currencies authorised in the contract.
- 17.5 The supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, to respective consignees.
- 17.6 While claiming payment, the supplier is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the supplier for claiming that payment has been fulfilled as required under the contract.
- 17.7 In case where the supplier is not in a position to submit its bill for the balance payment for want of receipted copies of Inspection Note from the consignee and the consignee has not complained about the non-receipt, shortage, or defects in the supplies made, balance amount will be paid by the paying authority without consignee's receipt certificate after three months from the date of the preceding part payment for the goods in question, subject to the following conditions:
- (a) The supplier will make good any defect or deficiency that the consignee (s) may report within six months from the date of despatch of goods.
  - (b) Delay in supplies, if any, has been regularized.
  - (c) The contract price where it is subject to variation has been finalized.
  - (d) The supplier furnishes the following undertakings:

"I/We, \_\_\_\_\_ certify that I/We have not received back the Inspection Note duly receipted by the consignee or any communication from the purchaser or the consignee about non-receipt, shortage or defects in the goods supplied. I/We \_\_\_\_\_ agree to make good any defect or deficiency that the consignee may report within three months from the date of receipt of this balance payment.

## **18. Delivery**

- 18.1 The supplier shall deliver the goods and perform the services under the contract within the time schedule specified by the Purchaser/Consignee in the List of Requirements and as incorporated in the contract. The time for and the date of delivery of the goods stipulated in the schedule shall be deemed to be of the essence of the contract and the delivery must be completed not later than the date (s) as specified in the contract.
- 18.2 Subject to the provision under GCC clause 22, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions:
- (i) imposition of liquidated damages,
  - (ii) forfeiture of its performance security and
  - (iii) Termination of the contract for default.
- 18.3 If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform the Purchaser/Consignee in writing about the same and its likely duration and make a request to the Purchaser/Consignee for extension of the delivery schedule accordingly. On receiving the supplier's communication, the Purchaser/Consignee shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.
- 18.4 When the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period shall, inter alia contain the following conditions:
- (a) The Purchaser/Consignee shall recover from the supplier, under the provisions of the clause 19 of the General Conditions of Contract, liquidated damages on the goods and

services, which the Supplier has failed to deliver within the delivery period stipulated in the contract.

- (b) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of customs duty, excise duty, sales tax/ VAT, Service Tax and Works Contract Tax or on account of any other tax or duty which may be levied in respect of the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.
- (c) But nevertheless, the Purchaser/Consignee shall be entitled to the benefit of any decrease in price on account of reduction in or remission of excise duty, sales tax/ VAT, Service Tax and Works Contract Tax or any other duty or tax or levy or on account of any other grounds, which takes place after the expiry of the date of delivery stipulated in the contract.

18.5 The supplier shall not dispatch the goods after expiry of the delivery period. The supplier is required to apply to the Purchaser/Consignee for extension of delivery period and obtain the same before despatch. In case the supplier dispatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and / or any other expense related to such supply shall lie against the purchaser.

18.6.1 Passing of Property:

18.6.2 The property in the goods shall not pass to the purchaser unless and until the goods have been delivered to the consignee in accordance with the conditions of the contract.

18.6.3 Where there is a contract for sale of specific goods and the supplier is bound to do something to the goods for the purpose of putting them into a deliverable state the property does not pass until such thing is done.

18.6.4 Unless otherwise agreed, the goods remain at the supplier's risk until the property therein is transferred to the purchaser.

## **19. Liquidated damages**

19.1 Subject to GCC clause 22, if the supplier fails to deliver or install /commission any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, the Purchaser/Consignee shall, without prejudice to other rights and remedies available to the Purchaser/Consignee under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of goods, installation, commissioning and/or services until actual delivery or performance subject to a maximum of 10% of the contract price. Once the maximum is reached Purchaser/Consignee may consider termination of the contract as per GCC 20.

During the above-mentioned delayed period of supply and / or performance, the conditions incorporated under GCC sub-clause 18.4 above shall also apply.

## **20. Termination for default**

20.1 The Purchaser/Consignee, without prejudice to any other contractual rights and remedies available to it (the Purchaser/Consignee), may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all

of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Purchaser/Consignee pursuant to GCC sub-clauses 18.3 and 18.4.

20.2 In the event of the Purchaser/Consignee terminates the contract in whole or in part, pursuant to GCC sub-clause 20.1 above, the Purchaser/Consignee may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the supplier shall be liable to the Purchaser/Consignee for the extra expenditure, if any, incurred by the Purchaser/Consignee for arranging such procurement.

20.3 Unless otherwise instructed by the Purchaser/Consignee, the supplier shall continue to perform the contract to the extent not terminated.

## **21. Termination for insolvency**

21.1 If the supplier becomes bankrupt or otherwise insolvent, the purchaser reserves the right to terminate the contract at any time, by serving written notice to the supplier without any compensation, whatsoever, to the supplier, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the Purchaser/Consignee.

## **22. Force Majeure**

22.1 Notwithstanding the provisions contained in GCC clauses 18, 19 and 20, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.

22.2 For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of , the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees , lockouts excluding by its management, and freight embargoes.

22.3 If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser/Consignee in writing of such conditions and the cause thereof within seven days of occurrence of such event. Unless otherwise directed by the Purchaser/Consignee in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

22.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.

22.5 In case due to a Force Majeure event the Purchaser/Consignee is unable to fulfil its contractual commitment and responsibility, the Purchaser/Consignee will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

### **23. Termination for convenience**

- 23.1 The Purchaser/Consignee reserves the right to terminate the contract, in whole or in part for its (Purchaser's/Consignee's) convenience, by serving written notice on the supplier at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Purchaser/Consignee. The notice shall also indicate inter alia, the extent to which the supplier's performance under the contract is terminated, and the date with effect from which such termination will become effective.
- 23.2 The goods and services which are complete and ready in terms of the contract for delivery and performance within thirty days after the supplier's receipt of the notice of termination shall be accepted by the Purchaser/Consignee following the contract terms, conditions and prices. For the remaining goods and services, the Purchaser/Consignee may decide:
- a) To get any portion of the balance completed and delivered at the contract terms, conditions and prices; and / or
  - b) To cancel the remaining portion of the goods and services and compensate the supplier by paying an agreed amount for the cost incurred by the supplier towards the remaining portion of the goods and services.

### **24. Governing language**

- 24.1 The contract shall be written in English language following the provision as contained in GIT clause 4. All correspondence and other documents pertaining to the contract, which the parties exchange, shall also be written accordingly in that language.

### **25. Notices**

- 25.1 Notice, if any, relating to the contract given by one party to the other, shall be sent in writing or by cable or telex or facsimile and confirmed in writing. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.
- 25.2 The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

### **26. Resolution of disputes**

- 26.1 If dispute or difference of any kind shall arise between the Purchaser/Consignee and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- 26.2 If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, unless otherwise provided in the SCC, either the Purchaser/Consignee or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. In the case of a dispute or difference arising between the Purchaser/Consignee and a domestic Supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitrator appointed by the Chairman, Centralised Accident & Trauma Services (An Autonomous Body of Govt. of NCT of Delhi). The award of the arbitrator shall be final and binding on the parties to the contract subject to the provision that the Arbitrator shall give reasoned award in case the value of claim in reference exceeds Rupees One lakhs (Rs. 1,00,000/-)
- 26.3 Venue of Arbitration: The venue of arbitration shall be at New Delhi, India.
- 26.4 Jurisdiction of the court will be New Delhi, India



**27. Applicable Law**

The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

**28 Withholding and Lien in respect of sums claimed**

Whenever any claim for payment arises under the contract against the supplier the purchaser shall be entitled to withhold and also have a lien to retain such sum from the security deposit or sum of money arising out of under any other contract made by the supplier with the purchaser, pending finalization or adjudication of any such claim.

It is an agreed term of the contract that the sum of money so withheld or retained under the lien referred to above, by the purchaser, will be kept withheld or retained till the claim arising about of or under the contract is determined by the Arbitrator or by the competent court as the case may be, and the supplier will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention.

**29. General/ Miscellaneous Clauses**

29.1 Nothing contained in this Contract shall be constructed as establishing or creating between the parties, i.e. the Supplier on the one side and the Purchaser on the other side, a relationship of master and servant or principal and agent.

29.2 Any failure on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.

29.3 The Supplier shall notify the Purchaser/Consignee of any material change would impact on performance of its obligations under this Contract.

29.4 The Supplier shall at all times, indemnify and keep indemnified the Purchaser/Government of India against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR).

29.5 The Supplier shall, at all times, indemnify and keep indemnified the Purchaser/Consignee/Government of India against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the supplier/its associate/affiliate etc.

29.6 All claims regarding indemnity shall survive the termination or expiry of the contract.

**SECTION - IV**

**LIST OF REQUIREMENTS**

**Part I**

Schedule	List of items	Quantity	EMD(INR)	warranty period
1	Advance life support ambulances (ALS)	10	Rs 46,00,000/- (Rupees Forty Six Lac)	3 years comprehensive warranty or 1,50,000 kilometre whichever is earlier on vehicle and 3 years comprehensive warranty on all equipment including medical equipment.
2	Basic life support ambulances –(BLS)	100		

**Part II: Required Delivery Schedule:**

- a) 90 days from the date of Notification of Award, prototype to be submitted for inspection as mentioned in GCC clause no. 7.1.2 followed by CMVR compliance as per GCC clause no. 7.1.3.
- b) **Batch-1:** Supplier has to complete the delivery of 55 ambulances within 90 days from the date of Final Prototype approval.
- c) **Batch-2:** Supplier has to complete the delivery of remaining 55 ambulances within 135 days from the date of Final Prototype approval.
- d) For delayed delivery in case of a, b & c above liquidated damages will get applied as per GCC clause 19.

**Part III: Scope of Incidental Services:**

Supervision, Demonstration, Trial run, Training and Commissioning etc. as specified in GCC Clause 11

**Part VI:**

**Required Terms of Delivery and Destination – Consignee Site.**

**Destination/Consignee details are given in Section XVIII**

## SECTION – V

### TECHNICAL SPECIFICATIONS

## GENERAL TECHNICAL SPECIFICATIONS

#### GENERAL POINTS:

1. **Comprehensive Warranty:** The Comprehensive warranty of vehicle shall remain valid for a period of 3 (three) years or 1,50,000 (one lac fifty thousand) kilometres, whichever is earlier and 3 years Comprehensive warranty on fabrication and all other equipment including medical equipment. Warranty will be inclusive of all spares, but exclusive of Tyres and wear & tear of windscreen, window & door glasses. Batteries for vehicle & any other equipment will cover standard manufacturer's warranty. However, warranty for medical equipment will also include cables, accessories including rubber, glass items etc.

#### 2. **After Sales Service:**

After sales service centre should be available at the city of New Delhi. Complaints should be attended properly, maximum within three (03) working hrs. In case the vehicle is mobile it may be taken at the local service dealer and in case it is immobile it may be towed to the local service dealer at the cost of supplier. For Medical Equipment, supplier has to acknowledge the problem in 3 working hours and has to attend the problem in 8 working hours. All complains will be lodged by nodal officer of the consignee. Undertaking by the Principals that the spares for the equipment shall be available for at least 10 years from the date of supply.

#### 3. **Training:**

Training to Doctors/ Technicians/ staff is to be provided by Tenderer at consignee site for operation and maintenance of the equipment and ambulance to the satisfaction of the consignee free of cost.

#### 4. **CMC (Comprehensive Annual Maintenance Contract)**

4.1 The Tenderer shall provide five year Comprehensive Annual Maintenance Contract after the completion of comprehensive warranty period on all equipment including the medical equipment mentioned in the Technical Specification in Section-V of the tender documents except vehicle

4.2 The cost of Comprehensive Maintenance Contract (CMC) which includes preventive maintenance including testing & calibration as per technical/ service /operational manual of the manufacturer, labour and spares, after satisfactory completion of Warranty period may be quoted from 4th to 8th year on yearly basis for the fabrication work and all equipment mentioned in 4.1 above. The supplier shall visit each consignee site as recommended in the manufacturer's technical/ service /operational manual, but at least once in three months during the CMC period.

4.3 The cost of CMC shall be quoted inclusive of all taxes applicable on the date of tender opening. The rate of taxes as on today may be used to calculate the cost of CMC. Any variation in the rate of tax applicable as on the date of entering into CMC agreement shall be taken into account for making payment accordingly.

4.3 Cost of CMC will be added for Ranking/Evaluation purposed). The same will be taken at Net Present Value with a 10% discount rate.

4.5 The payment of CMC will be made on six monthly basis after satisfactory completion of said period, duly certified by end user on receipt of bank guarantee for 10% of the annual CMC value as per contract in the prescribed format given in Section XIII valid till 2 months after expiry of entire CMC period.

4.6 There will be 95% uptime warranty during CMC period as specified in GCC clause 12.10. Time for scheduled maintenance shall be excluded for computation of uptime warranty. Failure to meet uptime shall render supplier liable for penalty @ 0.1% per day of the total CMC cost of the vehicles not meeting the uptime warranty. In case of exceptional circumstances, like accident, damage by crowd, mishandling, sabotage, operational errors, etc. the bidder may seek exempting downtime calculation which may be approved by the Director, Centralised Accident & Trauma Services (CATS).

**Uptime warranty shall be defined as per GCC clause no. 12.4.**

4.7 All software updates should be provided free of cost during CMC.

4.8 Failure of the above [4.6 to 4.7)] by the supplier, may lead to the forfeiture of the Bank Guarantee for Annual CMC.

**Note1:** Tenderer's attention is drawn to GIT clause 16 and GIT clause 10. The tenderer is to provide the required details, information, confirmations, etc. accordingly failing which it's tender is liable to be ignored.

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**DETAIL TECHNICAL SPECIFICATIONS OF BASIC & ADVANCE  
LIFE SUPPORT AMBULANCE**

**General Vehicular Design and Floor Plans**

This ambulance should be either of CMVR/equivalent international designated testing authority approved Monocoque design or should be fully built on a 'M' Category chassis of an OE manufacturer. In either case, the vehicle manufacturer shall provide repair & servicing facilities for the base vehicle in the State of Delhi. (A certificate in this regard from the base vehicle manufacturer should be enclosed with the technical bid)

The ambulance should be designed, built and complete with operating accessories as specified herein. The assembly, sub-assembly and equipment should be integrated in such a way so as to enable the vehicle function in a reliable way and in a sustained fashion with durability and ensuring safety and comfort to patient and team.

The design of the vehicle and the specified equipment shall permit accessibility for servicing / replacement and adjustment of components / parts and accessories, with minimum disturbance to other components and systems. Also, the bidder shall ensure that sufficient reinforcement is provided to protect the components, assemblies, pipelines, tubing, wirings, etc. which are susceptible to damage / hazards encountered during on-road, off road operations of ambulance.

The emergency medical care vehicles, including base vehicle, equipment, devices, medical accessories and electronic equipment should be brand new standard commercial products, tested and certified to meet or exceed the these specifications. The bidder should enclose all necessary brochures, certifications and proofs in this regard along with the technical bid. The technical bid evaluation committee shall base its opinion on the enclosed documentary proofs with regards to compliance with the specifications asked for and may summarily reject the technical bid if adequate supporting documents are not enclosed with the technical bid or any of the furnished documents are found to reflect factually incorrect information. The technical bid evaluation committee reserves the right to ask for additional information if necessary.

**Vehicle Operation, Performance and Physical Characteristics**

The complete homologated ambulance with all equipment and fitments loaded should fully comply with all requirements of CMVR (as per the latest amended applicable on the date of submission to the test agency). A certificate in this regard from any of the testing agencies specified in CMVR, 1989 should be furnished at the time of final prototype inspection.(The bidder shall bear all costs related to CMVR certification of the complete prototype ambulance.)

The bidder must furnish this tender& a copy of the technical bid document along with the CMVR certification request letter while submitting it to the testing agency. A certificate should be obtained from the test agency, explicitly mentioning that the vehicle tested for CMVR compliance was an ambulance with all equipment and fitments loaded as per the specifications contained herein this tender and all non-medical technical parameters (including those contained herein this tender document in addition to those required for CMVR compliance) have also been duly verified or tested as per the technical bid & the tender documents.

To provide for maximum safety, the manufacturer shall locate vehicle mounted components, equipments and supplies in such a way so as to provide a vehicle that is laterally balanced and has front / rear loading that is proportional to axle loading.

A tolerance of  $\pm 5\%$  shall be permissible in all dimensions / values mentioned in this document except in case of statutory requirements or parameters critical for patient care.

### **Overall Dimensions**

The overall length of the ambulance should **not exceed 5500mm**, excluding rear steps and bumper guard.

The overall width of the ambulance should **not exceed 2000mm**, excluding mirror, lights and safety accessories.

The overall height of the ambulance should **not exceed 2800mm** including roof mounting equipment (viz. A/c etc) and excluding Radio Antenna.

The finished floor (loading) height shall be a maximum of 750mm while ensuring that one person should be able to load and unload the supplied fully loaded ambulance cot into the ambulance seamlessly without the requirement of physical lifting of the cot at any end.

Footsteps should be provided appropriately, if the patient compartment floor is more than 46 cm above the ground. This step should have transverse length equivalent to the door opening. If there is more than one step, the steps should be equidistant. The steps shall not be located or exposed to the interior of the ambulance, even when the rear door is closed. The step tread shall have minimum clear depth of 130mm and max. depth of 270mm. If the steps protrude more than 18 cm from the rear the vehicle, fold-up steps should be provided. Footsteps if folding in nature must be linked to the respective door of the patient compartment and must fully deploy automatically when the said patient compartment door is opened.

### **Diesel Engine and Power Train**

The diesel engine should meet requirements of CMVR and should be BS IV compliant.

It should be possible to maintain a sustained speed of 90 km/hr for the complete homologated ambulance with air-conditioning on & all equipment, fitments & occupants loaded over dry, hard surfaced, level roads. It should produce minimum 75BHP power and should be able to accelerate the complete homologated ambulance from 0 km/h to 70 km/h within 40s, when tested in accordance with IS: 11851-1986 as prescribed in AIS:125.

### **Steering**

Ambulance should be fitted with power assisted steering system, for easy and comfortable steerability of the vehicle at low and high speeds.

### **Tyres**

The tyres fitted on the ambulance as per the type approval of the designated testing agency at the time of homologation, appropriate for the finished vehicle's load, speed performance and durability. A spare wheel should be housed at appropriate place and indicated. The access to the spare wheel

should be from outside the patient compartment. In case the spare wheel is located below the ambulance floor, a suitable mechanism should be provided to enable quick access without removing the rear footstep

### **Suspension**

The suspension should be suitably reinforced if required to provide adequate ride comfort for the occupants.

### **Wireless & GPS System:**

Suitable provision to be made for fitment of wireless and GPS equipment on all the vehicles including electrical requirements. The purchaser will provide the wireless and GPS instruments to be mounted on the prototype.

### ***Physical Dimension & Electrical requirement of GPS System: -***

Dimensions (H x W x D): 60 mm x 185 mm x 175mm, Weight - 1.5Kg, voltage range - 108 to 15.6 V DC, Current consumptions - Idle/Rx/TX - 0.6 / 1 / 1.3, Multi slot PD (4 slot) - 3A, using USB host - adds 0.5A

### **Body Structure**

Ambulances of Monocoque design should have body structure as per CMVR.

In case of ambulances built on chassis based vehicles, the exterior construction of patient compartment should be of joint less single panel and the OEM driver cabin should be fully integrated with the patient compartment. Ambulance body, as a unit, shall be designed and built to provide impact and patient compartment penetration resistance and shall be of sufficient strength to support the entire weight of the fully loaded vehicle on its top or side, if overturned, without separation of joints or permanently deforming roof bow or reinforcements, body posts, doors, stringers, floor, inner linings, outer panels, rub-rails, and other reinforcements. The exterior of the body shall be finished smooth with symmetrically radius corners and edges. Wood, or wood products, shall not be used for structural framing.

In case sandwich panels are used in the body structure, the walls, ceiling, flooring and doors shall be made of joint less sandwich elements meeting or exceeding the following specifications:

- Outer & Inner Skin- Minimum 1.5 MM Thick, Traffic White (RAL 1016, R-252, G-255, B-255) dyed Glass fiber laminates with high standard gel coat layer based on isophthatic acid with UV stabilizer
- CFC free, high performance, rigid polyurethane block foam/equivalent, minimum 44 mm thickness
- Fire retardant equivalent to IS - 6746 of 1988 or latest equivalent as applicable.

### **Patient Compartment**

Patient Compartment volumetric space shall be sufficient in size to transport occupants and accommodate / store all equipment & fitments specified.

The length of the patient compartment measured from partition to the inside edge of the rear loading door at the floor level shall be at least 3100 mm.

The length should provide at least 640mm and not more than 760 mm of unobstructed space at the head of the primary patient, when measured from the face of the backrest of the Doctor's/Paramedic's Seat to the forward edge of the stretcher.

The minimum width of the compartment when measured at the centre point of the patient compartment shall be not be less than 1500mm and should provide  $460 \pm 150$ mm clear aisle walkway between stretcher / cot and the base of squad bench, with the cot located in the street side (non-centred) position.

The patient compartment shall provide at least 1520 mm height over the primary patient area, measured from floor to ceiling panels.

An access window between Driver's Cabin and Patient Compartment should be provided at appropriate location for visual checks and voice communication between the cabin and patient compartment. This window should be latch able from the patient cabin side and should be transparent, shatter proof and shall have adjustable opening.

Excluding vehicles in which the body structure is made of sandwich panel elements as per specifications prescribed in this document, the interior panelling of the patient compartment including sidewalls, partition between patient cabin and driver cabin, roof, door panels and all other surfaces in the patient compartment should be made from long life superior quality UV-resistant ABS unless mentioned otherwise. There should be PUF / PU insulation, minimum 12 mm thick between the outer and inner panels of these vehicles for reduction of heat and noise within the patient compartment. The insulating material should be non-toxic, non-settling type, vermin proof, mild dew proof and non-hygroscopic. The ABS wherever used, should have the following characteristics:

- Thickness – minimum 3.0mm
- Inbuilt colour
- Fire retardant as per IS - 6746 of 1988 or latest equivalent as applicable

Sufficient reinforcement for holding the wall mounted equipment securely while in transit should be present on the side walls. This reinforcement should be uniformly implemented across both BLS & ALS Ambulances as per the ALS Equipment layout to ensure easy upgradability of BLS at a later date. Unobstructed access & full functionality of the fittings/equipment as required for optimal patient care must be ensured in this compartment.

Adequate provision for storage of medicines/consumables/equipment should be made by providing lockable cabinets & drawers. These should be made from non-wood & non-ferrous fire retardant material (ABS not necessary) in sync with the ambulance's internal look and feel. The drawers should be on guide ways & should be provided with appropriate self-restraining mechanism to arrest the inadvertent opening of the unlocked drawers unless pulled while the vehicle is in motion. One number of drugs storage console with at least 40 individual bins should be provided in easy reach of paramedic when seated. These bins must permit the user to take out the drugs without removing the bin & should be secured firmly to avoid drugs or bins from falling when the ambulance is in motion.

The floor (except the wheel humps) should be flat, anti-static & should be finished with minimum 2mm thick two component PU coating with anti-scratch treatment or 2mm thick Anti-skid PVC vinyl matting or FRP / ABS with Anti-skid coating.



The ambulance interiors must comply with the requirements of AIS: 047 and should be suitable for easy cleaning, scientific fumigation & treatment with disinfectants. Joints if any should be flushed, seamless, hermetically sealed, waterproof & easy to disinfect. All interior materials shall comply with the fire safety requirements as per AIS: 125.

**Door:** There shall be a ‘two leaf’ divided rear door or ‘flap type’ rear door at the rear end of the patient compartment for entry and exit of personnel as well as loading and unloading of the ambulance cot. This door shall not be less than 1170mm in height with minimum width of 1120mm and the door opening should be side-ways or bottom to top. Each door should be hinged at least at two places and should have firm latching provision. It shall be capable of being positively restrained in the open position. A “Door-Open” warning device shall signal (indicate in the cab) when doors are not closed. Each door shall have effective compression or overlapping seals to prevent leakage of exhaust fumes, dust, water, and air.

When the patient compartment doors are not 270 degrees opening, a red light or reflector, minimum 76mm diameter, shall be installed, one on the interior surface of the side of each rear door. The reflectors shall be so positioned as to provide maximum visibility when the doors are in the fully open position. The opening of the door should be possible from inside and outside at all times. Under no condition, during travel mode, this door should open on its own.

The doors of the patient’s compartment shall be fitted with an appropriate mechanism to enable the following:

- lock and unlock from inside without use of a key;
- lock and unlock from outside with use of a key;
- unlock from the outside using a key when the door is locked from the inside

**Windows:** In the patient’s compartment, there shall be a minimum of two external windows. There shall be one on each side or one on the side and other at the rear. The windows shall be positioned or screened to ensure patient’s privacy when required. Windows shall be fitted with safety glasses complying with the requirements of IS: 2553 specified under Rule 100 of CMV (A) R, 1989. At least one of these windows should have a minimum opening size of 450mm x 550mm to act as emergency exit.

**Ambulance Cot** as per specifications detailed in this document should be provided for the primary patient.

**A foldable seat** for the Doctor/Paramedic should be installed facing towards the rear of the patient compartment & it should be near to the primary patient’s head for easy accessibility. This seat should have adequate restrains for the passenger and should be fitted with foldable arm rests.

**A Squad bench** with backrest suitable to accommodate minimum four sitting patients or folding/scoop stretcher shall be installed along the side wall. A minimum 50mm thick high density cushion to be provided for comfort. The squad bench should be upholstered with waterproof washable cover and should have adequate restrains for the sitting patients as well as the stretcher.

**Grab Rail** made of stainless steel pipe with proper support / fixing, for ease in entering shall be installed in the ceiling. Minimum two IV hooks or holders to be provided at suitable locations to ensure proper patient care.

A reliable, robust & easy to use Sterillium/Bactorub/equivalent alcohol based hand rub dispenser supporting standard off the shelf bottles of minimum 500ml capacity should be provided at a suitable location which should be within easy reach of the doctor/paramedic.

Concealed portable dust bins for waste disposal should be provided at suitable locations.

Two numbers of **multipurpose fire extinguishers of ABC Type** (ISI marked & conforming to BIS: 15683-2006 or latest) duly filled, capacity and quantity as per the provisions of Central Motor Vehicle Rules 1989 should be provided. One fire extinguisher shall be placed in the Driver's cabin and the second in patient's compartment, at appropriate location, where it is easily visible and symbolized.

All fitments/equipment/outlets/switches/storage spaces, etc in the patient compartment should be permanently & clearly labelled in English. The font used should be easily readable and in contrasting colour of the background.

### **Oxygen Delivery System**

The ambulance shall have piped medical oxygen system (manifold) capable of storing and supplying medical grade oxygen. The manifold should have two oxygen cylinders which should be at least B-type. All oxygen cylinders being used in the ambulance including the portable cylinders.

The cylinders attached to the manifold should be individually changeable from outside the patient compartment and a cylinder changing wrench should be housed at an appropriate location. The manifold should be so designed that it shall ensure proper fixation of cylinders during travel and should ensure easy cylinder changing and positioning. There should not be any electrical connection in near vicinity or inside the oxygen cylinder housing, except pressure regulator integrated with flow control valve.

These cylinders should be individually connected to a pressure regulator each in such a way that one cylinder acts on duty and the other as a stand-by. Both these regulators should be capable of reducing the cylinder pressure to a static outlet pressure of 4.12 bars / 60 psi and should include a safety relief valve and a locking mechanism to prevent settings from being inadvertently changed. It should maintain accurate readings and calibrations during ambulance operation and not be affected by the temperature conditions. Changing from one cylinder to the other should not affect the distribution pressure in any way and this changeover should occur automatically/Manually. In case of manual change over, an audible and visual alarm system to be provided when the duty cylinder is getting empty.

The patient cabin must have a digital/mechanical display for oxygen supply status. The display panel should be certified for use with Medical Oxygen and should have three individual values displayed so as to constantly indicate the pressure level of both the cylinders as well as the distribution pressure level.

Minimum two medical oxygen outlets for the primary patient, flush with right side wall (distance between patient head and oxygen outlets to be less than 890mm) to be provided.

These duplex outlet stations should be certified for medical oxygen and should be appropriately labelled. Oxygen outlet stations shall be installed with sufficient vertical & horizontal space to accommodate attachment of flow meters, humidifiers, and nebulizers.

The oxygen outlets should be universal in design to be able to accommodate the probe of the oxygen flow-meter and the probe of the driving gas hose of the ventilator directly in one single action without any intermediate connectors and adapters.

## **Noise**

Noise testing of patient compartment will be as per AIS: 020

## **Air-Conditioning**

The AC unit should be installed at a suitable location in the patient cabin to ensure there is no congestion in the driver/patient cabin. With all windows & doors closed, the system should be capable of lowering the cabin temperature to a maximum of 26 degrees Celsius within 30 minutes from 35 degrees Celsius ambient temperature. The gas used for Air conditioning should be environment friendly as per International regulatory requirements. The engine idling rpm should be so designed and tuned to fulfil the requirements of AC Unit.

To ensure proper ventilation in case of AC failure, at least two of the patient compartment windows should be opening outside.

## **Siren**

All siren loudspeakers have to be mounted on the front of the vehicle. Hidden installation is allowed. The main sound direction must be in driving direction. Permitted are wail and yelp signals that cycle between 10-18 respectively 150-250 per minute at an sound pressure level of 110dB(A) to 120dB(A). The frequency range must be at least one octave and should be between 500Hz and 2,000Hz. An additional electronic air horn can be used. Further there should be a public address system that can be worked at all times ergonomically from the driver's seat. The siren switch can only be used if the warning lights are on.

## **Exterior Special Lighting and Illumination**

In addition to the signalling and lighting requirements as per the CMVR, the ambulance should have the following lighting fitments (12V):

- LED based flashing lights with top red lens having minimum four LED flashers visible on both sides of the ambulance (integrated or enclosed in a light bar) mounted on the roof top. The LED flashers should flash cyclically using appropriate flashers.
- At least two LED flashers & one spot lamp on both sides of the ambulance as well as two flashers & a rear loading lamp on the rear wall of the ambulance mounted at the highest position feasible. (The rear loading light shall automatically be activated when rear doors are opened.)

## **Interior Patient Compartment Illumination:**

There should be diffused flicker free automotive grade (12V, minimum 4000 deg Kelvin) lighting in the patient compartment. All interior lighting shall be flush mounted and should not get loose or fall down during vehicle movement or vibration. Normal white illumination within the patient compartment without outside ambient light shall not be less than 100 Lux (lx) when measured along the centreline of the clear floor; and 150 lx on at least 90% of the surface area of the primary patient cot. At least one patient compartment light and rear loading lamp shall be automatically activated when the patient compartment rear doors are open.

### **Electrical System**

The electrical system should be of uniform specification across all ALS & BLS Ambulances. There shall be two independent forward electrical circuits in the ambulance: the OEM-Base Vehicle Circuit and the non-OEM electrical circuit. At no point shall the forward OEM base vehicle circuit be tampered with to provide for any non-OEM electrical load requirements.

Each ambulance should have additional ‘supplementary battery(s)’ sufficient enough to power the non-OEM electrical load requirements of the homologated vehicle. These batteries should be located at a suitable location outside the patient compartment and should be automatically charged by the vehicle alternator while the vehicle is on and via 220V external AC supply if connected when stationary. The alternator of the base vehicle should have the current rating which is atleast 10 % higher than the peak current consumption of the fully equipped ambulance. (Including current for charging of the batteries, running of air conditioning system as well as all the medical and non-medical devices, etc.)

A permanently fitted automotive grade battery charger should be provided to enable charging of the supplementary batteries via external 220V AC supply whenever connected. A recessed external charge port with spring loaded lid (at least IP65 certified) suitable for connecting the external 220V AC power supply should be provided on the exterior of the vehicle at a suitable place. A 10 Meter length, Three (3) core, 10 gauge / equivalent charging wire with high quality male three pin ends to be provided. This wire should be housed at a suitable and easily accessible location in the ambulance.

There should be a cut-off switch provided at a suitable location outside the patient cabin to isolate the non-OEM forward electrical circuit. This circuit breaker should be labelled and housed at an easily accessible location while also ensuring protection against accidental switching off.

There should be short-circuiting as well as overload protection through fuses / Mini-Circuit Breakers (MCB) for different segmented electrical installations in the non-OEM electrical circuit. The fuse rating should be mentioned on each fuse and three numbers of each fuse should be housed in the fuse box cover or at an appropriate place.

Adequate number of power receptacles / connections should be provided in the patient compartment to simultaneously power all the equipment’s & fitments asked for in this document. The mountings of all electrical outlets shall be sturdy enough to handle wire/plug pressure and vibrations during transit. There should be at least one free automotive grade 12V DC receptacle provided in the patient & driver compartment each at an easily accessible location.

All switches, connectors, end-wiring should be rated to carry out minimum 125 % of their maximum ampere load. All wiring should conform to ISI2645 specification. The wiring shall be permanently colour coded or marked the entire length of the wire for identification with easily readable numbers and letters, or both, and routed in conduit. When cables are supplied by a component manufacturer to interconnect system components, these cables need not be continuously colour coded/identified. They shall be coded/ identified at the termination or interconnection points. All added wiring shall be located in accessible, enclosed, protected locations and kept at least 150mm away from exhaust system components.

Except for those on large wires, such as battery cables, terminals shall be machine crimped to the wiring. A ratchet type hand crimper may be used where it is not possible to use a large machine crimper. Battery cable terminals, component terminals and connectors exposed to the ambient shall be coated with terminal corrosion preventive compound.

Electrical panels that are accessible to accidental contact shall have a protective cover, shield, and so forth, to prevent shorts that can result in injury, fire, or damage to the electrical system.

Electrical wiring and components shall not terminate in the oxygen storage compartment except for the oxygen controlled solenoid, compartment light, and switch plunger or trigger device. Wiring necessarily passing through an oxygen compartment shall be routed in a metallic conduit.

220V AC supply in patient compartment is not mandatory. However, 220V AC charging circuit for battery is mandatory.

### **Radio Frequency Interference (RFI)**

The ambulance electrical / electronic and mechanical equipment in running mode / on condition, should meet the Radio Frequency Interference standards [Electro Magnetic Interference (EMI) AIS – 004-1999].

### **Emblems, Marking & Colour Scheme**

Complete body exterior should be uniform white in colour. All external marking should be retro-reflective in nature and materials used for the same should meet or exceed the requirements of ASTM D 4956, Standard Specification for Retro-reflective sheeting for Traffic Control, Section 6.1.1 for Type I Sheeting.

Guidelines in regards to Emblems and Markings for Ambulances issued by the Government from time to time shall be applicable. However, the quality parameters of the markings indicated above shall remain constant.

### **Operating Manuals, etc.**

Comprehensive User Manual/s written in simple English with detailed parts description, operating instructions, service contact numbers, etc for the Base Vehicle, Patient/Driver Compartment Equipments, Fittings, etc shall be provided. These should be printed on high quality paper and housed in water-resistant pouches.

Laminated sheets, clearly showing the Patient and Driver Cabin Layout with location of equipment, fittings, switches, consumables, etc suitably depicted should be fixed in the patient and driver cabin

at suitable locations. Laminated sheet showing the non-OEM electrical wiring diagram complete with location of various fuses and circuit breakers should be displayed in the vehicle at a suitable location.

### **Layout Drawings**

Sample drawing showing the layout of patient cabin for ALS / BLS Ambulance is attached along with. This drawing is indicative of an ideal ambulance layout and the bidders should adhere to this guidance in consonance with the above detailed specifications as regards the location and positioning of various medical equipment & patient care ergonomics while adapting the remaining fitments to their vehicle dimensions. Any dimension/fitment/equipment depicted in the sample drawing and not asked for in this tender document maybe ignored.

The bidders MUST provide 2D & 3D rendered drawings for all types of quoted ambulances showing location of various components, sub-assemblies for structure, interior layouts, fitment of oxygen system components, layout of seats & furniture, medical equipments, non-OEM electrical system layout, etc along with the technical bid.

### **Quality Assessment and Inspection**

One prototype of the ALS Ambulance to be introduced into operations must be approved before being taken up for serial production. The BLS Ambulance so supplied shall be similar to the approved ALS Ambulance with the exception of non-installation of medical equipment which are not mandated for in the BLS ambulance.

Each ambulance prototype shall undergo a four step inspection and verification process to ensure compliance with the technical specifications contained herein:

1. **Theoretical compliance** based on documents & drawings furnished along with the technical bid. The ambulance design and layout proposed by the bidder in the drawings submitted along with the technical bid must be approved by the appropriate purchaser authorities before commencement of prototype production. The Purchaser reserves the right to ask for appropriate changes in the patient compartment layout if not found suitable.
2. **Preliminary Prototype Inspection:** This shall be done after the prototype production is complete and the vehicle is ready to be sent for CMVR Homologation & other tests. This inspection shall be conducted by a multi-disciplinary committee formed by the Purchaser. This shall be done at the work unit where the ambulance is manufactured. All costs related to this inspection shall be borne by the Purchaser for the first visit. In case the vehicle is rejected in the first instance, all subsequent inspections shall be at the cost of the supplier subject to a maximum of two [1st Inspection + 2 ] additional opportunities to address the non-compliances identified. Inspection team will consist of 5 (five) to 7 (seven) members. Expense will be to & fro economy air fare, local conveyance, boarding and lodging of the inspection team for the inspection period.
3. **CMVR Compliance** certification & all other tests on the vehicle required to verify compliance with the tender document for the complete homologated ambulance with all equipments and fitments loaded. These reports shall be obtained by the bidder from any of the testing agencies specified in CMVR, 1989 & the bidder shall bear all costs related with the same.
4. **Final prototype inspection for verifying compliance with all non-CMVR & other special requirements** specified herein this tender document. This inspection shall be conducted by a multi-disciplinary committee formed by the purchaser. This inspection

maybe conducted at the testing agency or at another location decided by the Purchaser. All costs related to this first inspection shall be borne by the Purchaser. In case the vehicle is rejected in the first inspection, all subsequent inspections shall be at the cost of the supplier subject to a maximum of two [1st Inspection + 2 ] additional opportunities to address the non-compliances identified. Inspection team will consist of 5 (five) to 7 (seven) members. The bidder will furnish all necessary documents, test reports and compliance certificates to the inspection committee. The decision of this Committee shall be final and binding in all respects and is not subject to dispute. In case the final prototype is not approved by the technical committee; the Performance Security will be forfeited as per GCC clause 4. The tenderer has to take written approval of the final prototype approved from the purchaser before going for serial production of ambulances. This final approved prototype shall be retained by the supplier till the end as a reference and will be the last ambulance to be rolled out to complete the order. All supplies are to be made as per the prototype finally approved by the purchaser.

Standard quantity of consumables coming with the equipment package should be supplied if not mentioned in the tender enquiry. However, purchaser is not bound to purchase the consumables from the bidder only.

## **EQUIPMENT FOR ALS & BLS AMBULANCE**

All equipment & accessories being used in the ambulance including those in the Oxygen Delivery System should be US Food and Drug Administration (FDA) or European CE certified (where ever mentioned in the Technical Specification & Copy of the certificate to be enclosed along with the technical bid). Wherever EN certified equipments mentioned in the technical specification, copy of certificates should be enclosed.

Any wall/floor/roof mounted medical equipments to be fixed on OEM approved EN 1789 certified mounts (where ever mentioned in the Technical Specification below), must accompany with copy of individual certificates along with the technical bid & their positions should be clearly highlighted in the 3D drawings.

Price list of all consumables, accessories & spares valid for a period of 2 years must be furnished along with the technical bid. (These prices will not be taken into account during the technical or financial bid evaluation)

Unless specified otherwise, all the following equipment have to be supplied in both ALS & BLS Ambulances. If multiple makes & models are quoted in the technical bid for any item, all makes & models must be fully compliant with the tender specifications, failing which, the technical bid shall be summarily rejected.

### **1. Ambulance Cot**

- (i) Roll-in Self Collapsing Ambulance Cot
- (ii) The Ambulance Cot including all accessories should be EN 1865 Certified
- (iii) The cot should be supplied with an EN 1789 certified fixation system.
- (iv) The stretcher assembly excluding the mattress & other accessories should be less than or equal to 50kg in weight.

- (v) The stretcher should load seamlessly and no manual intervention vis-a-vis the locking mechanism, wheels, etc should be required after loading in the ambulance to close the rear doors.
- (vi) Should have at least three strap-type restraining devices (chest, hip, and knee) to prevent longitudinal or transverse dislodgment of the patient during transit.
- (vii) Should be supplied with suitable accessories to fix the supplied portable oxygen cylinder
- (viii) One number of folding IV Poles should be provided
- (ix) The stretcher mattress should be water proof and upholstered with fire proof material.
- (x) The stretcher should be able to be guided in and out of the ambulance without any part of the stretcher (including the legs) striking any part of the ambulance body including the rear footstep. The loading angle of the stretcher should not be more than 16 degrees. If required, a suitable loading platform (not necessarily be made of ABS) may be provided to ensure the same.
- (xi) Should be European CE or US FDA certified

## **2. Scoop Stretcher**

- (i) Net weight: <10 Kgs
- (ii) To be supplied with a mountable & detachable 'Double Head Immobilizer'
- (iii) Should be European CE or US FDA certified

## **3. Spine Board**

- (i) Should be X ray & MRI compatible
- (ii) Should be European CE or US FDA certified

## **4. Foldable Carrying Chair (Wheel Chair cum Stair Chair)**

- (i) Net weight : less than 10 Kgs
- (ii) Pull through, telescoping long handles built in to lift patients & carry them through narrow passages.
- (iii) Should be as per CE/FDA/BIS/ISI standards

## **5. Bi-Phasic Defibrillator cum Cardiac Monitor with Recorder (ALS Only)**

- (i) Wall Mounted, Transport defibrillator cum Cardiac Monitor
- (ii) It should be supplied with an EN 1789 certified fixation system.
- (iii) Manual & AED Capabilities.
- (iv) Minimum 6.5 inches Colour LCD Display
- (v) Should be able to deliver shock from 2-200 joules through biphasic technology.



- (vi) Should have charging time up to 200J in less than 6 seconds with a new fully charged battery
- (vii) Should have 12 lead interpretative ECG and synchronized cardio version built in.
- (viii) Integrated Multi Parameter Monitor with the following parameters:
  - (ix) NIBP -Adult and Paediatric
  - (x) SpO2 - Adult & Pediatric (Masimo or Nelcor or FAST SpO2 Sensors).
  - (xi) EtCO2
  - (xii) Heart Rate
  - (xiii) 12 Lead ECG
- (xiv) The ambulance wall mount should be EN 1789 Certified and should have a built in charger with integrated DC charging module to directly charge the internal batteries of the device from the 12V ambulance batteries as soon as the device is placed on the bracket.
- (xv) Should have an integrated battery backup of at least 30mins
- (xvi) Should be supplied with all adult and paediatric accessories & cables
- (xvii) At least 10 units of all consumables like electrodes, paper rolls, etc. must be supplied along with.
- (xviii) Should be European CE or US FDA certified

## **6. Pulse Oximeter**

- (i) Fingertip pulse oximeter with integrated colour OLED Screen
- (ii) Screen should display SpO2 & Pulse Rate
- (iii) Should be suitable for Paediatric & Adult use
- (iv) Should have built in Alarms for low saturation, low battery, etc.
- (v) Should be powered with standard AA or AAA batteries
- (vi) Should have auto power down feature when not in use.
- (vii) Should be supplied with appropriate batteries and storing case.
- (viii) Should be European CE or US FDA certified

## **7. Semi-automatic External Defibrillator (BLS Only)**

- (i) Semi-automatic External Defibrillator compliant with American Heart Association 2010 Guidelines
- (ii) Should have the ability to analyse rhythm automatically and shock should be delivered manually after due warning.
- (iii) Should have voice prompts in English
- (iv) Should be supplied with long life non-rechargeable battery having capability to deliver at least 100 shocks without replacing and should have a shelf life of at least three years
- (v) Should be supplied with all accessories & carrying case
- (vi) At least 10 nos of Disposable pads must be supplied along with.
- (vii) Should be European CE or US FDA certified

### **8. Transport Ventilator (ALS Only)**

- (i) Wall Mounted Pneumatic/Turbine based Transport Ventilator
- (ii) EN 1789 certified mount
- (iii) Suitable for adults, children and infants up to 5 kg
- (iv) Modes of ventilation:
- (v) ACMV or CMV
- (vi) PEEP
- (vii) Power source : Compressed air / oxygen
- (viii) FIO<sub>2</sub>: 100% oxygen & air mix mode (with approx. 45% to 100 %)
- (ix) Equipment should be supplied complete with integrated carrying bracket for ambulance mounting as well as on ambulance cot, patient circuit, driving gas hose, PEEP Valve and breathing valve. (Transport Ventilator Kit)
- (x) Should have airway pressure monitor& disconnect/low pressure / high pressure alarms.
- (xi) Should be European CE or US FDA certified

### **9. Oxygen Flow Meter with Humidifier**

- (i) Dial setting type without any floats, needles or moving parts to indicate the flow level.
- (ii) Pressure compensated for inlet pressure range of 3 to 5 bar, be able to regulate the flow from 0 to 15 litres per min and should show the actual oxygen flow rate.
- (iii) Installed vertically so as to not interfere with the other outlets and should be easily readable from the Doctor's/Paramedic' seat.
- (iv) The inlet probe should be fully adaptable to the terminal outlet in the ambulance as well as to the outlet adapter of the portable oxygen cylinder specified below in the list of medical equipments
- (v) The outlet of the flow-meter should be universal in design to accept the humidifier, the flow selector switch or a direct connector
- (vi) Should have a humidifier made up of an impact resistant polycarbonate bowl with cap and inlet outlet nipples
- (vii) Should include a flow selector switch to bypass the flow of the oxygen through the humidifier and allow nebulization to the patient directly using the flow of the oxygen
- (viii) Should be supplied with a direct connector to provide oxygen therapy without humidifier, insufflation kit and nasal prong
- (ix) Should be European CE or US FDA certified

### **10. Suction Pump (Manual & Handheld)**

- (i) Portable & Lightweight
- (ii) Vacuum (max): 550mmHg.
- (iii) Non disposable and autoclavable container of minimum 250 ml connecting jar made out of polycarbonate with overfilling valve.

- (iv) Maximum Weight: <1Kg
- (v) Should be European CE or US FDA certified

#### **11. Suction Pump (electronic)**

- (i) Electronic Suction device with ambulance mount
- (ii) Control knob for continuously adjustable vacuum level up to at least 550 mm. Hg starting from zero
- (iii) Suction capacity of minimum 30 litre per minutes
- (iv) Minimum 500ml capacity secretion bottles with efficient over-flow protected
- (v) Ambulance Wall / floor mounted
- (vi) Rechargeable Battery with minimum capacity of 30 minutes
- (vii) The ambulance wall mount should have built in charger with integrated DC charging module to directly charge the internal batteries of the device from the 12V ambulance batteries as soon as the device is placed on the bracket.
- (viii) Should be supplied with Wide – bore tubing, rigid pharyngeal curved suction tip; Tonsillar and flexible suction catheters, 5F – 14F
- (ix) Should be European CE or US FDA certified

#### **12. Self-inflatable Resuscitation Bags**

- (i) Should be made of silicon
- (ii) Hand operated, self-re-expanding bags (2L, 1L & 500ml sizes) or minimum (1500 ml, 500 ml, 200 ml), with oxygen reservoir/accumulator, clear mask (adult, child, infant and neonate sizes); valve (clear, disposable, operatable in all weather conditions)
- (iii) To be supplied in proper Carrying case
- (iv) Should be European CE or US FDA certified

#### **13. Mouth to Mask ventilation device**

- (i) Suitable for Adult, Child & Infant/Neonate
- (ii) Should be European CE or US FDA certified

#### **14. Oxygen Cylinder (Portable) with Oxygen Pressure Reducer**

- (i) Should be made of Aluminium/Aluminium alloy
- (ii) Should be manufactured as per IS: 7285, BIS-certified and approved by the Chief Controller of Explosives, Government of India, Nagpur.
- (iii) Max. Working Pressure at 15O C: 150kgf/cm<sup>2</sup>
- (iv) Water capacity: min 1L
- (v) Built in / attached with Pressure gauge, regulator and cylinder wrench/key

- (vi) Pressure regulator with plug-in type outlet port capable to accommodate the probe of the driving gas hose of ventilator or the inlet probe of the oxygen flow-meter directly in single action without any intermediate connectors or adapters etc.
- (vii) Adequate length tubing, mask (adult, child and infant sizes), transparent, non-rebreathing, venturi, and valveless, nasal cannulas (adult, child and infant sizes)
- (viii) Should be European CE or US FDA certified

#### **15. Laryngoscope with blades**

- (i) Standard Laryngoscope
- (ii) With Mckintosh blade (1,2, 3 & 4)
- (iii) Handle should have comfortable grip
- (iv) Light source should be fibre optic
- (v) Should be as per CE/FDA/BIS/ISI standards

#### **16. Syringe Infusion Pump (ALS Only)**

- (i) Wall Mounted
- (ii) Flow rate programmable from 0.1 to 200 ml/hr or more in steps of 0.1 ml/hr till atleast 5ml.
- (iii) Should have user selectable flow set rate option.
- (iv) Display of Drug Name with a provision of memorizing 10~15 names
- (v) Should have Keep Vein Open (KVO) option
- (vi) Must Work on commonly available ISI/CE/FDA approved/certified 20, 50/60 ml Syringes with accuracy of minimum of +/-2% or better.
- (vii) Automatic detection of syringe size & proper fixing.
- (viii) Anti-bolus system to reduce pressure on sudden release of occlusion
- (ix) Rechargeable Battery of atleast 30 mins
- (x) Should be suitable for use in ambulance
- (xi) Should be ambulance wall / pole mountable and should be supplied with an appropriate mount (EN 1789 mounting not mandatory)
- (xii) Should be European CE or US FDA certified

#### **17. Nebulizer**

- (i) The oxygen flowmeter referred above should include a flow selector switch to bypass the flow of the oxygen through the humidifier and allow nebulization to the patient directly using the flow of the oxygen
- (ii) An insufflation kit with appropriate nebulizer attachment should be supplied alongwith
- (iii) Should be European CE or US FDA certified

**18. Handheld Glucometer (ALS Only)**

- (i) One unit with 100 units of disposable lancets/tips and Gluco Sticks
- (ii) The brand provided should have supplies easily available across the state
- (iii) Should be European CE or US FDA certified

**19. Stethoscope**

- (i) Paediatric & Adult
- (ii) Tuneable diaphragm and bell
- (iii) Soft sealing ear tips
- (iv) Should be as per CE/FDA/BIS/ISI standards

**20. BP Apparatus (Manual)**

- (i) One Nos.
- (ii) Manual, Dial Type
- (iii) Supplied with regular/extra large and paediatric size cuffs
- (iv) Should be as per CE/FDA/BIS/ISI standards

**21. Pupillary Torch**

- (i) One Nos. with Spot illumination without peripheral ring of light
- (ii) Should be as per CE/FDA/BIS/ISI standards

**22. Needle & Syringe Destroyer and Sharp Container (Mechanical)**

- (i) To be securely placed at an appropriate location to allow easy disposal of needles
- (ii) Maximum weight 2.5 Kgs
- (iii) Motion Tolerant
- (iv) EN 1789 Mounting not mandatory
- (v) Should be European CE or US FDA certified

**23. Thermometer (Digital) – (Qty: Two Nos)**

- (i) Battery operated
- (ii) with on and off audio alarm
- (iii) Measurable in Fahrenheit and Centigrade
- (iv) Memory of the last reading
- (v) Should be as per CE/FDA/BIS/ISI standards

**24. Pneumatic Splints**

- (i) Set of 6 adult sizes (Hand & wrist, Half arm, Full arm, Foot and ankle, Half leg & Full leg) with carrying case
- (ii) X-ray through the splints

- (iii) Inflation tubes' extension with closing clamp makes closing easy and quick after inflation
- (iv) Fixing of splint is by zipper or belt
- (v) Distal end left open to expose toes
- (vi) Should be washable and reusable
- (vii) Should be supplied with the appropriate pump required to inflate the splints
- (viii) Should be as per CE/FDA/BIS/ISI standards

**25. Cervical Collars (Qty: One No)**

- (i) Rigid and should be suitable for children aged 2 years or older, infant and adults
- (ii) Should be adjustable to 4 different sizes- Tall, Regular, Small & No neck
- (iii) Should have pre-moulded chin support, locking clips and rear ventilation panel, enlarged trachea opening.
- (iv) Should be high-density polyethylene and foam padding with one piece design enabling efficient storage where space is limited
- (v) Should be X-ray lucent and easy to clean and disinfect
- (vi) Should be European CE or US FDA certified

**26. EMT Shears**

- (i) One Nos with Thermoplastic handles.
- (ii) Should be capable of cutting a one rupee coin.
- (iii) 6" made of SS with one edge round and other edge sharp
- (iv) Should be as per CE/FDA/BIS/ISI standards

**27. Artery Forceps 6" (Qty: Two Nos)**

- (i) 6", high tensile stainless Steel
- (ii) Should be as per CE/FDA/BIS/ISI standards

**28. Toothed Forceps 6" (Qty: Two Nos)**

- (i) 6", high tensile stainless Steel
- (ii) Should be as per CE/FDA/BIS/ISI standards

**29. Magill's forceps**

- (i) Two sizes
- (ii) Should be as per CE/FDA/BIS/ISI standards

**30. Kidney Tray**

- (i) 18/ 8 Stainless Steel.
- (ii) 500 ml capacity

### **31. First Aid Kit Bag**

- (i) Resuscitation & First Aid Kit Bag made of Nylon/tougher material having space for Emergency Airway Management and Resuscitation including essentials drugs, equipment & a portable Oxygen Cylinder of with regulator, etc.
- (ii) Should be as per CE/FDA/BIS/ISI standards

### **32. Search Light (Qty: Two Nos)**

- (i) Light Source: Xenon Bulb or LED
- (ii) Light Output: minimum 145 lumen
- (iii) Construction: Super tough - chemical and heat resistant
- (iv) It should be Waterproof
- (v) Portable with Spot beam of around 500 metres.
- (vi) Sealed Lead Acid/ NiCd battery operated
- (vii) Capacity of 60 minutes with full intensity
- (viii) Docking station style charging base which should be wall and vehicle mountable. (EN 1789 mounting not mandatory)
- (ix) Should be chargeable from 12V DC

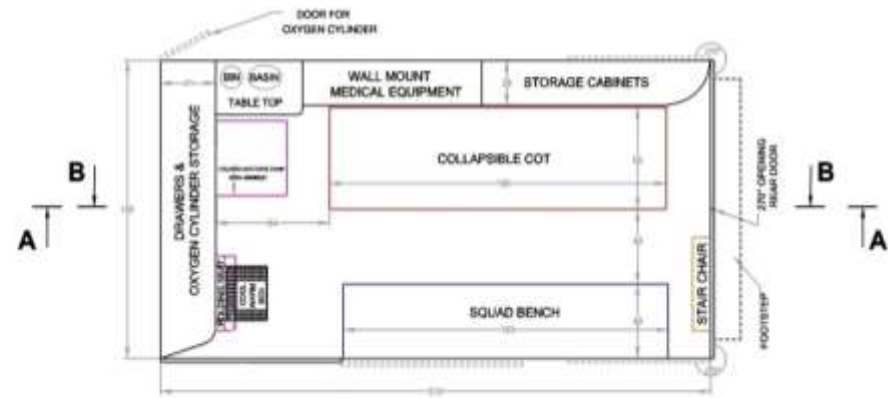
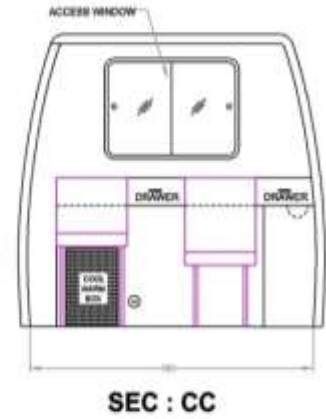
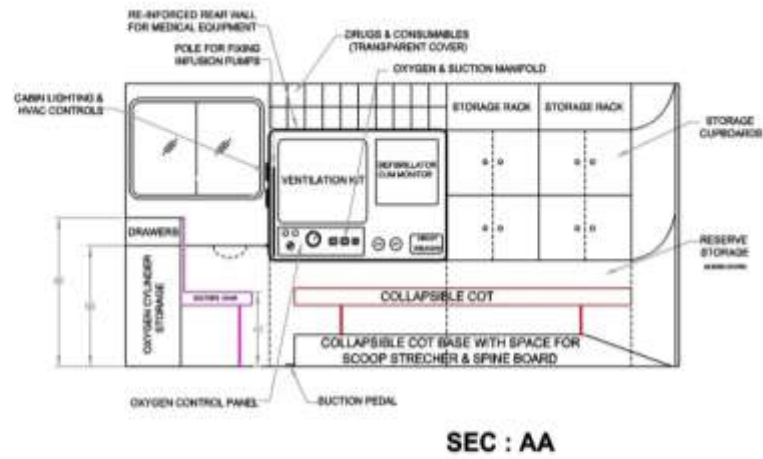
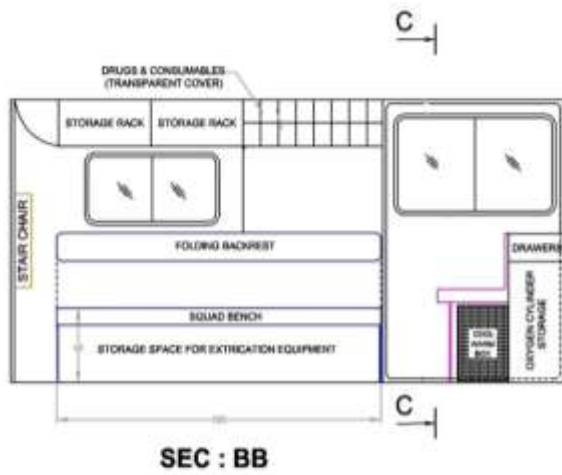
### **33. Rescue Equipment**

- (i) Hammer, four pound with 15" handle
- (ii) One Axe
- (iii) Wrecking Bar, minimum 24-inch (bar and two preceding items can either be separate or combined as a forcible entry tool).
- (iv) Crowbar, minimum 48 inches, with pinch point.
- (v) Heavy duty scissors for cutting clothes, belts and boots

### **DRUGS & CONSUMABLES FOR EACH AMBULANCE:**

The bidder must ensure adequate and appropriate storage space to house the drugs and consumables securely during ambulance's day to day run as per CRA guidelines.

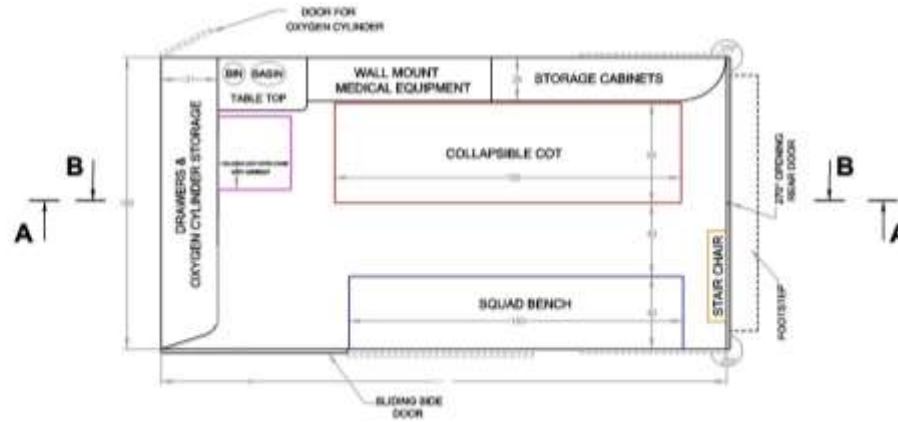
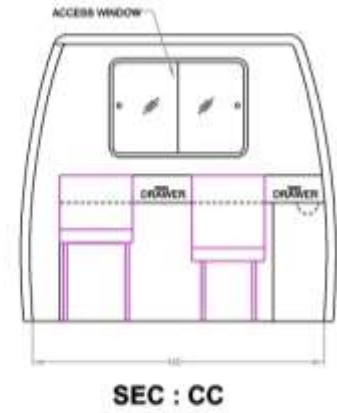
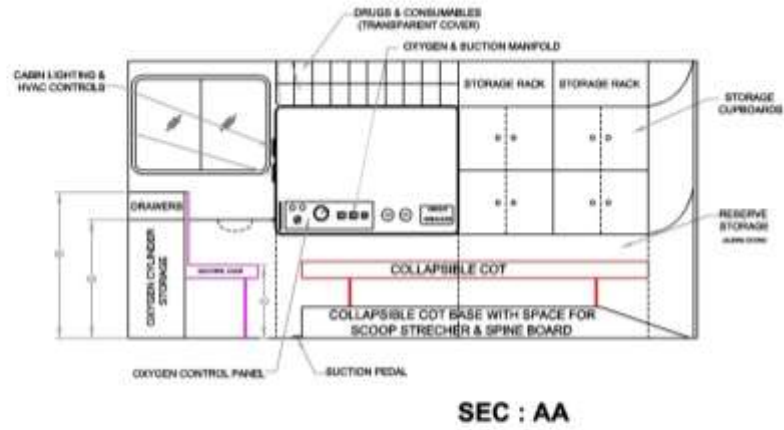
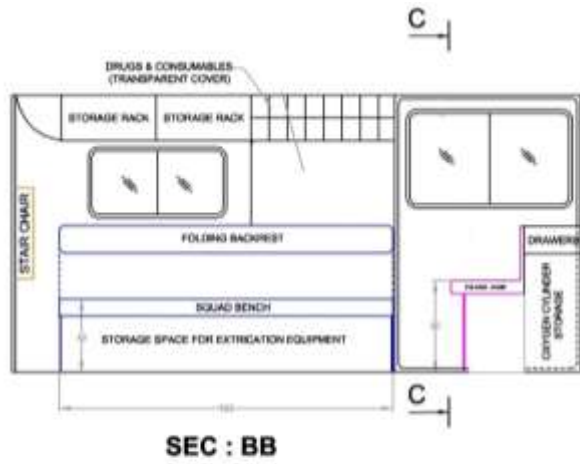
(The prototype presented for approval must have atleast the minimum quantities of the consumables and drugs as prescribed by the Committee for Registration of Ambulances in Delhi Guidelines in stock for verification of the storage space in terms of adequate.



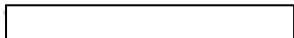
SAMPLE DRAWING FOR ALS AMBULANCE

ALL DIMENSIONS ARE IN CENTIMETERS





SAMPLE DRAWING FOR BLS AMBULANCE



ALL DIMENSIONS ARE IN CENTIMETERS

**SECTION – VI**  
**Quality Control Requirements**

**This section is deleted.**

## **SECTION – VII**

### **Qualification Criteria**

- 1.0 The tenderer shall be an OEM of Monocoque/ Chasis Vehicle Manufacturer (Indian/Foreign origin) or its authorized agent or Ambulance Fabricator having its all service, maintenance and repair facilities for base vehicle available within National Capital Territory (NCT) of Delhi with experience of supplying ambulance for the last three completed financial years are eligible to quote.
- 1.1 In case the manufacturer does not quote directly, they may authorise their agent or Ambulance Fabricator as per proforma of Manufacturer Authorisation Form as given in Section-XII of this tender enquiry.
- 1.2 The tenderer must have satisfactorily supplied at least 50% of the tendered quantity of ambulance (total tender quantity of ALS and BLS taken together) during last three completed financial years. The details must be given in the Proforma 'A' attached. The tenderer must submit documentary evidence in support of their claim like purchase order copy with excise invoice, end user certificates, etc.
- 1.3 The tenderer should also have an average annual turnover of at least Rs. 25 Cr for the last three completed financial years from the date of tender opening. A Chartered Accountant's certificate (along with its registration number) in this regard must be enclosed.
- 1.4 The aforementioned documents must be submitted along with the technical bid.

OR

- 2.0 A legally incorporated consortium of OEM of Monocoque/ Chasis Vehicle Manufacturer or its Indian agent/counterpart in case of foreign vehicle manufacturer with an "Ambulance Fabricator" and/or "Medical Equipment Supplier".
- 2.1 The Consortium agreement shall clearly detail the following:
  - a. Identify the 'OEM of Monocoque /Chasis Vehicle Manufacturer' or its Indian agent/counterpart in case of foreign vehicle manufacturer who should have its all service, maintenance and repair facilities for base vehicle available within National Capital Territory (NCT) of Delhi or 'Ambulance Fabricator' as the lead partner. The lead partner shall be held overall responsible for the execution of the order and other clauses per se in case the other partner falters from the terms of agreement or goes bankrupt.
  - b. The combined average annual turn-over of the consortium partners should be at least Rs. 25 Cr. in which anyone partner should have an average annual turn-over of Rs. 10 Cr. in the last three completed financial year in the relevant business. A Chartered Accountant's certificate (along with its registration number) in this regard must be enclosed for each consortium partner.
- 2.2 The aforementioned Consortium Agreement must be submitted along with the technical bid. The purchaser reserves the right at the time of opening of the technical bids to seek

clarifications/summarily reject the tender of the consortium whose Agreement is ambiguous or does not address the aforementioned points.

2.3 The Lead partner must have satisfactorily supplied at least 50% of the tendered quantity of ambulance (total tender quantity of ALS and BLS taken together) for the last 3 completed financial years. The details must be given in the Proforma 'A' attached. The tenderer must submit documentary evidence in support of their claim like purchase order copy with excise invoice, end user certificates, etc.

2.4 The aforementioned documents must be submitted along with the technical bid.

**Note 1:** The tenderer shall give an affidavit as under:

**“We hereby certify that if at any time, information furnished by us is proved to be false or incorrect, we are liable for any action as deemed fit by the purchaser in addition to forfeiture of the earnest money.”**

**Note 2:** Notwithstanding anything stated above, the Purchaser reserves the right to assess the Tenderer's capability and capacity to perform the contract satisfactorily before deciding on award of Contract, should circumstances warrant such an assessment in the overall interest of the Purchaser.

**PROFORMA 'A'**  
**PROFORMA FOR PERFORMANCE STATEMENT**

(For the period of last three years)

Tender Reference No. : \_\_\_\_\_

Date of opening : \_\_\_\_\_

Time : \_\_\_\_\_

Name and address of the manufacturer/ Lead Partner: \_\_\_\_\_

Order placed by (full address of Purchaser/ Consignee)	Order number and date	Description and quantity of ordered goods and services	Value of order (Rs.)	Date of completion of Contract		Remarks indicating reasons for delay if any	Have the goods been functioning Satisfactorily (attach documentary proof)**
				As per contract	Actual		
1	2	3	4	5	6	7	8

We hereby certify that if at any time, information furnished by us is proved to be false or incorrect, we are liable for any action as deemed fit by the purchaser in addition to forfeiture of the earnest money.

**Signature and seal of the Tenderer/Lead Partner**

**\*\* The documentary proof will be a certificate from the consignee/end user with cross-reference of order no. and date in the certificate along with a notarized certification authenticating the correctness of the information furnished.**

**SECTION – VIII**  
**TENDER FORM**

Date \_\_\_\_\_

To

---

**Head (P&CD), HLL Lifecare Limited, Procurement and Consultancy Division, B-14 A,  
Sector -62, Noida -201307, Uttar Pradesh**

Ref. Your TE document No. \_\_\_\_\_ dated \_\_\_\_\_

We, the undersigned have examined the above mentioned TE document, including amendment/corrigendum No. \_\_\_\_\_, dated \_\_\_\_\_ (if any), the receipt of which is hereby confirmed. We now offer to supply and deliver \_\_\_\_\_ (Description of goods and services) in conformity with your above referred document for the sum of \_\_\_\_\_ (total tender amount in figures and words), as shown in the price schedule(s), attached herewith and made part of this tender.

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

We further confirm that, if our tender is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of GCC clause 4 for due performance of the contract.

We agree to keep our tender valid for acceptance as required in the GIT clause 18 or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this tender up to the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

We further understand that you are not bound to accept the lowest or any tender you may receive against your above-referred tender enquiry.

We confirm that we do not stand banned/blacklisted by any Govt. Authorities.

We confirm that we fully agree to the terms and conditions specified in above mentioned TE document, including amendment/ corrigendum if any

---

**(Signature with date)**

---

**(Name and designation) Duly authorised to sign tender for and on behalf of**

**SECTION – IX****PRICE SCHEDULE (A)**

Schedule (1)	Type of Ambulance/ Service (2)	Quantity (Nos.) (3)	Unit Price (At Consignee Site Basis) (inclusive of all duties & Taxes) in Rs (4)	Total Price (at Consignee Site) basis (Rs.) 3 x 4 = (5)
1	ADVANCE LIFE SUPPORT (ALS) AMBULANCE	10 (TEN)		
2	BASIC LIFE SUPPORT (BLS) AMBULANCE	100 (ONE HUNDRED)		

Total Price in Rupees (for 70 ambulances): \_\_\_\_\_

**In words:** \_\_\_\_\_

**Note: -**

1. Break up price showing all applicable tax components to be furnished separately to arrive at the above unit price per ambulance.
2. If there is a discrepancy between the unit price and total price THE UNIT PRICE shall prevail.
3. The charges for Annual CMC after warranty shall be quoted separately as per Section – XI – Price Schedule B

**Name** \_\_\_\_\_

**Business Address** \_\_\_\_\_

**Place:** \_\_\_\_\_

**Signature of Tenderer** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Seal of the Tenderer** \_\_\_\_\_

**PRICE SCHEDULE (B)****PRICE SCHEDULE FOR ANNUAL COMPREHENSIVE MAINTENANCE CONTRACT AFTER WARRANTY PERIOD**

1 Sched ule No.	2 BRIEF DESCRIPTION OF ITEMS	3 QUANTITY. (Nos.)	Service tax rate	4 Annual Comprehensive Maintenance Contract Cost for Each Unit year wise*.					
				1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>	5 <sup>th</sup>	
				a	b	c	d	e	
1	CMC for Complete Fabrication work and all equipments mentioned in Technical Specification except vehicle	110 (One Hundred Ten)							

\* After completion of Warranty period

**NOTE:-**

1. The cost of Comprehensive Maintenance Contract (CMC) which includes preventive maintenance including testing & calibration as per technical/ service /operational manual, labour and spares, after satisfactory completion of comprehensive Warranty period may be quoted for next 5 years on yearly basis.
2. The cost of CMC may be quoted along with service taxes applicable on the date of Tender Opening. The service tax rate, to be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later.
3. Cost of CMC will be added for Ranking/Evaluation purpose by adding the total of NPV of each year at a discount rate of 10%.
4. The payment of CMC will be made as per clause GCC clause 17.1. D.
5. All software updates should be provided free of cost during CMC period.
6. The stipulations in Technical Specification will supersede above provisions
7. The supplier shall keep sufficient stock of spares required during Annual Comprehensive Maintenance Contract period. In case the spares are required to be imported, it would be the responsibility of the supplier to import and get them custom cleared and pay all necessary duties.

Place: \_\_\_\_\_

Date: \_\_\_\_\_

Name \_\_\_\_\_  
Business Address \_\_\_\_\_  
Signature of Tenderer \_\_\_\_\_  
Seal of the Tenderer \_\_\_\_\_



**SECTION – X**  
**QUESTIONNAIRE**

**Fill up the Section XVII – Check List for Tenderers and enclose with the Tender**

1. The tenderer should furnish specific answers to all the questions/issues mentioned in the Checklist. In case a question/issue does not apply to a tenderer, the same should be answered with the remark “not applicable”.
2. Wherever necessary and applicable, the tenderer shall enclose certified copy as documentary proof/ evidence to substantiate the corresponding statement.
3. In case a tenderer furnishes a wrong or evasive answer against any of the question/issues mentioned in the Checklist, its tender will be liable to be ignored.

**SECTION – XI**

**BANK GUARANTEE FORM FOR EMD**

Whereas \_\_\_\_\_ (hereinafter called the “Tenderer”) has submitted its quotation dated \_\_\_\_\_ for the supply of \_\_\_\_\_ (hereinafter called the “tender”) against the purchaser’s tender enquiry No. \_\_\_\_\_ Know all persons by these presents that we \_\_\_\_\_ of \_\_\_\_\_ (Hereinafter called the “Bank”) having our registered office at \_\_\_\_\_ are bound unto \_\_\_\_\_ (hereinafter called the “Purchaser) in the sum of \_\_\_\_\_ for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_. The conditions of this obligation are:

- 1) If the Tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- 2) If the Tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-
  - fails or refuses to furnish the performance security for the due performance of the contract or
  - fails or refuses to accept/execute the contract or
  - if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged

We undertake to pay 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 the two conditions, specifying the occurred condition(s).

This guarantee will remain in force for a period of forty-five days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

.....  
(Signature with date of the authorised officer of the Bank)

.....  
Name and designation of the officer

.....  
Seal, name & address of the Bank and address of the Branch

**SECTION – XII**  
**MANUFACTURER’S AUTHORISATION FORM**

Head (P&CD),  
HLL Lifecare Limited, Procurement and Consultancy Division  
B-14 A, Sector -62, Noida -201307, Uttar Pradesh

Dear Sir,

Ref: Your TE document No \_\_\_\_\_ dated \_\_\_\_\_

We, \_\_\_\_\_ who are proven and reputable manufacturers of \_\_\_\_\_ (*name and description of the goods offered in the tender*) having factories at \_\_\_\_\_, hereby authorise Messrs \_\_\_\_\_ (*name and address of the agent*) to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred TE documents for the above goods manufactured by us.

We also state that we are not participating directly in this tender for the following reason(s):  
\_\_\_\_\_  
*(please provide reason here).*

We further confirm that no supplier or firm or individual other than Messrs. \_\_\_\_\_ (*name and address of the above agent*) is authorised to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred TE documents for the above goods manufactured by us.

We also hereby extend our full warranty, CMC as applicable as in clause 12 in the General Conditions of Contract, for the goods and services offered for supply by the above firm against this TE document.

We also hereby confirm that we would be responsible for the satisfactory execution of contract placed on the authorised agent.

We also confirm that the price quoted by our agent shall not exceed the price which we would have quoted directly.

Yours faithfully,

[Signature with date, name and designation]  
for and on behalf of Messrs \_\_\_\_\_  
[Name & address of the manufacturers]

Note: 1. This letter of authorisation should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.  
2. Original letter may be sent.

**SECTION – XIII**

**BANK GUARANTEE FORM FOR PERFORMANCE  
SECURITY / CMC SECURITY**

The Director  
Centralised Accident & Trauma Services  
Yamuna Pusta, Bela Road, Near Vijay Ghat, New Delhi - 110006

WHEREAS \_\_\_\_\_ (Name and address of the supplier) (Hereinafter called “the supplier”) has undertaken, in pursuance of contract no \_\_\_\_\_ dated \_\_\_\_\_ to supply (description of goods and services) (herein after called “the contract”).

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

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

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

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid up to 43 (forty three) months from the date of Notification of Award i.e. up to ----- (indicate date)

.....  
(Signature with date of the authorised officer of the Bank)

.....  
Name and designation of the officer

.....  
Seal, name & address of the Bank and address of the Branch

**SECTION – XIV**

**CONTRACT FORM - A**

**CONTRACT FORM FOR SUPPLY, HANDING OVER, TRIAL RUN, TRAINING OF OPERATORS & WARRANTY OF GOODS**

(Address of the Purchaser's/Consignee's office issuing the contract)

Contract No \_\_\_\_\_ dated \_\_\_\_\_

**This is in continuation to this office's Notification of Award No \_\_\_\_\_ dated \_\_\_\_\_**

1. Name & address of the Supplier: \_\_\_\_\_
2. Purchaser's TE document No \_\_\_\_\_ dated \_\_\_\_\_ and subsequent Amendment No \_\_\_\_\_, dated \_\_\_\_\_ (if any), issued by the purchaser
3. Supplier's Tender No \_\_\_\_\_ dated \_\_\_\_\_ and subsequent communication(s) No \_\_\_\_\_ dated \_\_\_\_\_ (if any), exchanged between the supplier and the purchaser in connection with this tender.
4. In addition to this Contract Form, the following documents etc, which are included in the documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as integral part of this contract:

- (i) General Conditions of Contract;
- (ii) List of Requirements;
- (iii) Technical Specifications;
- (iv) Quality Control Requirements;
- (v) Tender Form furnished by the supplier;
- (vi) Price Schedule(s) furnished by the supplier in its tender;
- (vii) Purchaser's Notification of Award

Note: The words and expressions used in this contract shall have the same meanings as are respectively assigned to them in the conditions of contract referred to above. Further, the definitions and abbreviations incorporated under clause 1 of Section II – 'General Instructions to Tenderers' of the Purchaser's TE document shall also apply to this contract.

5. Some terms, conditions, stipulations etc. out of the above-referred documents are reproduced below for ready reference:
  - (i) Brief particulars of the goods and services which shall be supplied/ provided by the supplier are as under:

Schedule No.	Brief description of goods/services	Accounting unit	Quantity to be supplied	Unit Price	Total price	Terms of delivery

Any other additional services (if applicable) and cost thereof: \_\_\_\_\_

Total value (in figure) \_\_\_\_\_ (In words) \_\_\_\_\_

- (ii) Delivery schedule
- (iii) Details of Performance Security

- (iv) Quality Control
    - (a) Mode(s), stage(s) and place(s) of conducting inspections and tests.
    - (b) Designation and address of purchaser's inspecting officer
  - (v) Destination and despatch instructions
  - (vi) Consignee
- 6. Warranty clause
  - 7. Payment terms
  - 8. Paying authority

\_\_\_\_\_  
(Signature, name and address  
of the Purchaser's/Consignee's authorised official)  
For and on behalf of \_\_\_\_\_

Received and accepted this contract

\_\_\_\_\_  
(Signature, name and address of the supplier's executive  
duly authorised to sign on behalf of the supplier)

For and on behalf of \_\_\_\_\_

(Name and address of the supplier)

\_\_\_\_\_  
(Seal of the supplier)

Date: \_\_\_\_\_

Place: \_\_\_\_\_

**CONTRACT FORM - B****CONTRACT FORM FOR ANNUAL COMPREHENSIVE MAINTENANCE CONTRACT**

**Annual CM Contract No.** \_\_\_\_\_ **dated** \_\_\_\_\_  
**Between**

Centralised Accident & Trauma Services (An Autonomous Body of Govt. of NCT of Delhi).  
 Yamuna Pusta, Bela Road, Near Vijay Ghat, New Delhi - 110006  
**And**

(Name & Address of the Supplier)

**Ref: Contract No** \_\_\_\_\_ **dated** \_\_\_\_\_ (Contract No. & date of Contract for  
**handing over, Trial run, Training of operators & warranty of goods)**

In continuation to the above referred contract

1. The Contract of Annual Comprehensive Maintenance is hereby concluded as under: -

<b>1</b>	<b>2</b>	<b>3</b>	<b>5</b>
<b>Schedule No.</b>	<b>BRIEF DESCRIPTION OF ITEMS</b>	<b>QUANTIT Y. (Nos.)</b>	<b>Total Annual Comprehensive Maintenance Contract Cost for 5 Years</b>
1	CMC for Complete Fabrication work and all equipments mentioned in Technical Specification except vehicle	110 (One Hundred Ten)	

Total value (in figure) \_\_\_\_\_ (In words) \_\_\_\_\_

- The CMC commence from the date of expiry of all obligations under Warranty i.e. from \_\_\_\_\_ (date of expiry of Warranty) and will expire on \_\_\_\_\_ (date of expiry of CMC)
- The cost of Annual Comprehensive Maintenance Contract (CMC) which includes preventive maintenance, labour and spares, after satisfactory completion of Warranty period may be quoted for next 5 years as contained in the above referred contract on yearly basis for the items mentioned in column 2 above.
- There will be 95% uptime warranty during CMC period. Time for scheduled maintenance shall be excluded for computation of uptime warranty. Failure to meet uptime shall render supplier liable for penalty @ 0.1% per day of the total cost of the vehicles not meeting the uptime warranty. In case of exceptional circumstances, like accident, damage by crowd, mishandling, sabotage, operational errors etc. the bidder may seek exempting downtime calculation which may be approved by the Director, Centralised Accident & Trauma Services (CATS).
- Uptime warranty will be defined as per GCC clause no. 12.4.**
- During CMC period, the supplier shall visit at each consignee's site for preventive maintenance including testing and calibration as per the manufacturer's service/ technical/ operational manual.

The supplier shall visit each consignee site as recommended in the manufacturer's manual, but at least once in 3 months commencing from the date of the successful completion of warranty period for preventive maintenance of the goods.

7. All software updates should be provided free of cost during CMC.
8. The bank guarantee valid till \_\_\_\_\_ [(fill the date) 2 months after expiry of entire CMC period] for an amount of Rs. \_\_\_\_\_ [(fill amount) equivalent to 2.5 % of the cost of the equipment as per contract] shall be furnished in the prescribed format given in Section XIII of the TE document, along with the signed copy of Annual CMC within a period of 21 (twenty one) days of issue of Annual CMC failing which the proceeds of Performance Security shall be payable to the Purchaser/Consignee.
9. If there is any lapse in the performance of the CMC as per contract, the proceeds Annual CMC bank guarantee for an amount of Rs. \_\_\_\_\_ (equivalent to 2.5 % of the cost of the equipment as per contract) shall be payable to the Consignee.
10. **Payment terms:** The payment of Annual CMC will be made against the bills raised to the consignee by the supplier on six monthly basis after satisfactory completion of said period, duly certified by the HOD concerned. The payment will be made in Indian Rupees.
11. **Paying authority:** Centralised Accident & Trauma Services (An Autonomous Body of Govt. of NCT of Delhi)

\_\_\_\_\_  
(Signature, name and address of Authorized official)

**For and on behalf of**

Centralised Accident & Trauma Services

(An Autonomous Body of Govt. of NCT of Delhi)

Yamuna Pusta, Bela Road

Near Vijay Ghat, New Delhi - 110006

Received and accepted this contract

\_\_\_\_\_  
(Signature, name and address of the supplier's executive  
duly authorised to sign on behalf of the supplier)

For and on behalf of \_\_\_\_\_  
(Name and address of the supplier)

\_\_\_\_\_  
(Seal of the supplier)

Date: \_\_\_\_\_

Place: \_\_\_\_\_



**SECTION – XV**

**CONSIGNEE RECEIPT CERTIFICATE**

**(To be given by consignee's authorized representative)**

The following store(s) has/have been received in good condition:

- 1) Contract No. & date : \_\_\_\_\_
- 2) Supplier's Name : \_\_\_\_\_
- 3) Consignee's Name & Address with  
telephone No. & Fax No. : \_\_\_\_\_
- 4) Name of the item supplied : \_\_\_\_\_
- 5) Quantity Supplied : \_\_\_\_\_
- 6) Date of Receipt by the Consignee : \_\_\_\_\_
- 7) Name and designation of Authorized  
Representative of Consignee : \_\_\_\_\_
- 8) Signature of Authorized  
Representative of Consignee with  
date : \_\_\_\_\_
- 9) Counter Signed by Director,  
Centralized Accident & Trauma  
Services : \_\_\_\_\_
- 10) Seal of the Consignee : \_\_\_\_\_

**SECTION – XVIII**

**Proforma of Final Acceptance Certificate by the Consignee**

No \_\_\_\_\_

Date \_\_\_\_\_

**To**

M/s \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Subject:** Certificate of Commissioning and Handover of Ambulances.

1. This is to certify that the Ambulance(s) as detailed below has/have been received in good conditions along with all the standard and special accessories) in accordance with the contract/technical specifications. The same has been delivered in good working condition and provided incidental services as per the contract

- (a) Contract No \_\_\_\_\_ dated \_\_\_\_\_
- (b) Description of the Ambulance: \_\_\_\_\_
- (c) Ambulance(s) chassis nos.: \_\_\_\_\_
- (d) Quantity: \_\_\_\_\_
- (e) Receipt/ Goods Consignment Note no \_\_\_\_\_ dated \_\_\_\_\_
- (f) Name of the vessel/Transporters: \_\_\_\_\_
- (g) Name of the Consignee: \_\_\_\_\_
- (h) Date of Hand over and proving test: \_\_\_\_\_

**2. Details of accessories/spares not yet supplied and recoveries to be made on that account.**

Sl. No.	Description of Item	Quantity	Amount to be recovered

The proving test has been done to our entire satisfaction and operators have been trained to operate.

The supplier has fulfilled its contractual obligations satisfactorily ## or

The supplier has failed to fulfil its contractual obligations with regard to the following:

- a) He has not adhered to the time schedule specified in the contract in delivering the ambulances as per the ‘Technical Specifications’.
- b) The supplier as specified in the contract has not done training of personnel.

The extent of delay for each of the activities to be performed by the supplier in terms of the contract

is

The amount of recovery on account of non-supply of accessories and spares is given under Para no.02.

The amount of recovery on account of failure of the supplier to meet his contractual obligations is \_\_\_\_\_ (here indicate the amount).

*(Signature)*

*(Name)*

*(Designation with stamp)*

(Counter Signed by Director, Centralized Accident & Trauma Services)

## SECTION – XVII

### CHECKLIST

Name of Tenderer:

Name of Manufacturer:

SI No.	Activity	Yes/ No/ NA	Page No. in the TE document	Remarks
1. a.	Have you enclosed EMD of required amount?			
b.	In case EMD is furnished in the form of Bank Guarantee, has it been furnished as per Section XI?			
c.	In case Bank Guarantee is furnished, have you kept its validity as per clause 17.4 of GIT?			
2. a.	Have you enclosed duly filled Tender Form as per format in Section VIII?			
b.	Have you enclosed Power of Attorney in favour of the signatory?			
3. a.	Have you enclosed clause-by-clause technical compliance statement for the quoted goods vis-à-vis the Technical specifications?			
b.	In case of Technical deviations in the compliance statement, have you identified and marked the deviations?			
4. a.	Have you submitted satisfactory performance certificate as per the Proforma for performance statement in Sec. VII of TE document in respect of all orders?			
b.	Have you submitted copy of the order(s) and end user certificate?			

<b>Sl No.</b>	<b>Activity</b>	<b>Yes/ No/ NA</b>	<b>Page No. in the TE document</b>	<b>Remarks</b>
5.	Have you submitted prices of goods, turnkey (if any), CMC etc. in the Price Schedule as per Section IX?			
6.	Have you kept validity of 120 days from the Techno Commercial Tender Opening date as per the TE document?			
7.	In case of Indian Tenderer, have you furnished Income Tax Account No. as allotted by the Income Tax Department of Government of India?			
8.	Have you intimated the name and full address of your Banker (s) along with your Account Number			
9.	Have you fully accepted payment terms as per TE document?			
10.	Have you fully accepted delivery period as per TE document?			
11.	Have you submitted the certificate of incorporation?			
12.	Have you accepted the warranty as per TE document?			
13.	Have you accepted terms and conditions of TE document?			
14.	Have you furnished documents establishing your eligibility & qualification criteria as per TE documents?			
15.	Have you furnished Annual Report (Balance Sheet and Profit & Loss Account) for last three years prior to the date of Tender opening?			
16.	Have you submitted the details of Consortium Agreement? (If applicable)			

N.B.

1. All pages of the Tender should be page numbered and indexed.

2. The Tenderer may go through the checklist and ensure that all the documents/ confirmations listed above are enclosed in the tender and no column is left blank. If any column is not applicable, it may be filled up as NA.
  3. It is the responsibility of tendered to go through the TE document to ensure furnishing all required documents in addition to above, if any.
- 

**(Signature with date)**

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**(Full name, designation & address of the person duly authorised sign on behalf of the  
Tenderer)**

**For and on behalf of**

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**(Name, address and stamp of the tendering firm)**

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**SECTION – XVIII**

**CONSIGNEE**

**The Name and Address of the Consignee:**

**Centralised Accident & Trauma Services** (An Autonomous Body of Govt. of NCT of Delhi)  
Headquarters, Yamuna Pusta, Bela Road, Near Vijay Ghat, New Delhi.

NB: The consignee will ensure timely issue of Octroi Exemption Certificates, Road Permits & Entry Tax Exemption Certificates, wherever applicable, to the suppliers.