



**E-PROCUREMENT DOCUMENT**

**FOR**

**Supply, Installation, Testing and Commissioning of Hospital Equipment and  
Instruments (ENT/Shalakyia)**

**Estimated Cost: Rs.91,55,000.00**

**Shri Krishna AYUSH University, Kurukshetra**

**(Two Bid System)**

**July 2026**

**Tender No. SKAU/IASRH/2026/06**

*परीम*  
23/07/26  
**Superintendent  
(Purchase & Store)**

**Shri Krishna AYUSH University, Kurukshetra**

**NOTICE INVITING E-TENDER**

Tender No: SKAU/IASRH/2026/06

The University invites online tenders (through e-tendering) for below mentioned work in two cover system i.e. Request for Pre-Qualification/ Technical Bid (Online Bid under PQQ/Technical) and request for Financial Bid (comprising of price bid):-

Sr. No.	Name of Work	Starting Date & Time	08.07.2026 at 11:00 Hrs
		Closing Date & Time	03.08.2026 at 16:00 Hrs
		Technical Bid opening Date & Time	05.08.2026 at 11:00 Hrs
		Financial Bid Opening Date & Time	After Technical Evaluation of Tender.
1.	Supply, Installation, Testing and Commissioning of Hospital Equipment and Instruments (ENT/Shalakyia)	Estimated Cost of Items (Rs.)	91,55,000/-
		EMD (Rs.)	1,83,100/-
		Tender Document Fee (Rs.)	15,000/-
		Processing/ eService Fee (Rs.)	1180/-
2.	Website	<a href="https://etenders.hry.nic.in">https://etenders.hry.nic.in</a> and <a href="http://www.skau.ac.in">www.skau.ac.in</a> .	
3.	Nodal Officer	Prof. (Dr.) Manoj Tanwar, 9996310888 etender@skau.ac.in	

Note: For details (E-Tendering) please visit <https://etenders.hry.nic.in>

Deputy Registrar (P&S)  
for Registrar

**Superintendent  
(Purchase & Store)**

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**Superintendent**  
**(Purchase & Store)**

### SCHEDULE OF E-TENDERING

S. No.	Particular	Details/Reference of Clause
1.	Tender No.	SKAU/IASRH/2026/06
2.	Scope of Work	<b>Supply, Installation, Testing and Commissioning of Hospital Equipment and Instruments (ENT/Shalaky)</b>
3.	Estimated Cost of Work	Rupees 91,55,000.00
4.	Earnest money deposit	Rupees 1,83,100/- only
5.	Cost of tender document	Rupees 15,000/- only
6.	E- service fee	Rupees 1180/-only
7.	Account number of the University IFS Code Bank Name Branch Address	39092298646 SBIN0000724 State Bank of India Railway Road, Thanesar, Kurukshetra
8.	Completion Period	90 days
9.	Publishing Date	08.07.2026 at 11:00 Hrs
10.	Bid Document Download/ Start Date	08.07.2026 at 11:00 Hrs
11.	Email for receiving Pre-bid queries	etender@skau.ac.in
12.	Last date for receiving Pre- bid Queries	22.07.2026 upto 11:00Hrs
13.	Pre-bid Meeting Date, Time & Venue	24.07.2026 at 11:00Hrs, Conference Hall, SKAU, Kurukshetra
14.	Contact number for any type of information regarding Bid document	For technical enquiry: Prof. (Dr.) Manoj Tanwar : 9996310888 For E-Tender related enquiry:- Mr. Pardeep Kumar : 9896308777
15.	Date of demonstration, if required	To be announced later, if required
16.	Bid Submission End Date & Time	03.08.2026 at 16:00 Hrs
17.	Technical Bid Opening Date & Time	05.08.2026 at 16:00 Hrs
18.	Financial Bid Opening Date & Time	After Technical Bid Evaluation of Tender.
19.	Type of Tender	Open
20.	No. of Packets	Two Packet
21.	Mode of submission of bid e-Procurement Portal	Online through <a href="https://etenders.hry.nic.in/">https://etenders.hry.nic.in/</a>
22.	Tender Box location/address to submit physical document, if any	Deputy Registrar (P&S), Shri Krishna AYUSH University, Sector-8, Umri Road, Kurukshetra-136118
23.	Last date for submission of physical documents	After three days of bid submission end date
24.	Validity of the Bid	180 days after the date of opening (Technical Bid) of the tender.
25.	Place of Registration of firm/company:	Anywhere in India
26.	Whether Joint Venture (JV) is permitted or not.	Not Permitted

27.	Maximum no. of JV members allowed.	Not Applicable
28.	Client/Owner Name	Registrar, Shri Krishna AYUSH University, Kurukshetra
29.	Purchase Preference to MSMEs	Applicable
30.	Performance Security	5% of Contract Value
31.	Retention Money	Applicable
32.	Insurance	To be borne by bidder
33.	Quantity Variation	Applicable
34.	Submission of Performance Security	Within 14 days from the date of Award of Contract (AOC)
35.	Defect Liability Period	As per the List
36.	Signing of Agreement	Within 21 days from the date of issue of Letter of Acceptance (LOA)

**NOTE:** Hard copies of Tender document duly signed along with proof of EMD and cost of tender document are to be placed in the sealed envelopes, which are to be submitted to Registrar, SKAU, Kurukshetra within 03 working days of the bid end date. Scanned copies of payment proof of EMD and cost of tender document should also be uploaded while submitting online E-Tender.

03/07/26  
**Superintendent**  
**(Purchase & Store,**

No. SKAU/IASRH/2026/06

**NOTICE INVITING E-TENDER- (Detailed)**

Registrar, Shri Krishna AYUSH University, Kurukshetra for & on behalf of Vice-Chancellor, Shri Krishna AYUSH University, Kurukshetra invites online bids in Two Packet System (S-1, E-2) on prescribed forms from bonafide Firms/ Companies/ Agencies having requisite experience and financial capacity for supply/execution of the work detailed in the table given below. The bidder is advised to examine carefully all instructions including addendum/ corrigendum(s), condition of contract data, forms, terms, technical specifications, bill of quantities etc. in the bid document.

**2.0** The brief particulars of the Project and the tender are as follows in the Key Information Table (KIT):

S. No.	Particular	Details/Reference of Clause
1.	Tender No.	<b>SKAU/IASRH/2026/06</b>
2.	Scope of Work	<b>Supply, Installation, Testing and Commissioning of Hospital Equipment and Instruments (ENT/Shalakyia)</b>
3.	Estimated Cost of Work	Rupees 91,55,000.00
4.	Earnest money deposit	Rupees 1,83,100/- only
5.	Cost of tender document	Rupees 15,000/- only
6.	E- service fee	Rupees 1180/-only
7.	Account number of the University IFS Code Bank Name Branch Address	39092298646 SBIN0000724 State Bank of India Railway Road, Thanesar, Kurukshetra
8.	Completion Period	90 days
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10.	Bid Document Download/ Start Date	08.07.2026 at 11:00 Hrs
11.	Email for receiving Pre-bid queries	etender@skau.ac.in
12.	Last date for receiving Pre- bid Queries	22.07.2026 upto 11:00Hrs
13.	Pre-bid Meeting Date, Time & Venue	24.07.2026 at 11:00Hrs, Conference Hall, SKAU, Kurukshetra
14.	Contact number for any type of information regarding Bid document	For technical enquiry: Prof. (Dr.) Manoj Tanwar : 9996310888 For E-Tender related enquiry:- Mr. Pardeep Kumar : 9896308777
15.	Date of demonstration, if required	To be announced later, if required
16.	Bid Submission End Date & Time	03.08.2026 at 16:00 Hrs
17.	Technical Bid Opening Date & Time	05.08.2026 at 16:00 Hrs
18.	Financial Bid Opening Date & Time	After Technical Bid Evaluation of Tender.
19.	Type of Tender	Open
20.	No. of Packets	Two Packet
21.	Mode of submission of bid	Online through

	e-Procurement Portal	<a href="https://etenders.hry.nic.in/">https://etenders.hry.nic.in/</a>
22.	Tender Box location/address to submit physical document, if any	Deputy Registrar (P&S), Shri Krishna AYUSH University, Sector-8, Umri Road, Kurukshetra-136118
23.	Last date for submission of physical documents	After three days of bid submission end date
24.	Validity of the Bid	180 days after the date of opening (Technical Bid) of the tender.
25.	Place of Registration of firm/company:	Anywhere in India
26.	Whether Joint Venture (JV) is permitted or not.	Not Permitted
27.	Maximum no. of JV members allowed.	Not Applicable
28.	Client/Owner Name	Registrar, Shri Krishna AYUSH University, Kurukshetra
29.	Purchase Preference to MSMEs	Applicable
30.	Performance Security	5% of Contract Value
31.	Retention Money	Applicable
32.	Insurance	To be borne by bidder
33.	Quantity Variation	Applicable
34.	Submission of Performance Security	Within 14 days from the date of Award of Contract (AOC)
35.	Defect Liability Period	As per the List
36.	Signing of Agreement	Within 21 days from the date of issue of Letter of Acceptance (LOA)

Website <https://etenders.hry.nic.in> & [www.skau.ac.in](http://www.skau.ac.in) may be referred for detailed terms and conditions of the bidding documents, which is available online. Amendments/ Corrigendum / Addendum, if any will be hosted on the website only.

**3.0 Eligibility of the applicants shall be assessed based on the "Essential Qualifying Criteria" as given in Clause-2 of "Instructions to Applicants".**

The tender documents shall be submitted in two packets viz. Packet-I containing Technical Bid and Packet-II containing Financial Bid. Detailed credentials as per the requirement of eligibility criteria and all tender papers are to be submitted in "Technical Bid". Bill of Quantities duly filled in rates has to be submitted in "Financial Bid".

**4.0 Bid Documents & Fee for participating in the bidding**

- 4.1 The complete Bid Document can be viewed/ downloaded from the e-tender portal i.e. <https://etenders.hry.nic.in> & [www.skau.ac.in](http://www.skau.ac.in).
- 4.2 It is mandatory for all the bidders to have a valid Class-III Digital Signature Certificate (in the name of person having power of attorney to sign the Bid)
- 4.3 It is mandatory for the bidders to get their firm/ company registered with e-procurement portal <https://etenders.hry.nic.in> to have user ID & password.
- 4.4 Tender documents will be available online on website <https://etenders.hry.nic.in> & [www.skau.ac.in](http://www.skau.ac.in) as per date mentioned in Key Information Table (KIT) which can be downloaded free of cost. However, to participate in the online bidding process, bidders are required to pay a non-refundable fee of Rs.5,000/- (Rupees Five thousand only) towards the cost of one set of tender document through NEFT or RTGS only in University's Bank Account No.: 39092298646 IFSC Code: SBIN0000724, at State

Bank of India, Railway Road, Thanesar, Kurukshetra.

- 5.0 Registrar may issue addendum(s)/ corrigendum(s) to the tender documents. In such case, the addendum(s)/ corrigendum(s) shall be issued and placed on website <https://etenders.hry.nic.in> & [www.skau.ac.in](http://www.skau.ac.in) at any time before the closing time of tender. The tenderers who have downloaded the tender documents from website must visit the website and ensure that such addendum(s)/ corrigendum(s) (if any) is also downloaded by them. This shall be the responsibility of the prospective registered bidders to keep checking the web site for any such corrigendum/ addendum till the bid submission end date and time, and ensure that bid submitted by them are in accordance with all the corrigendum(s)/ addendum(s).
- 6.0 The tender documents shall be submitted online in the prescribed format given on the website and technical bids received online shall be opened as per date mentioned in Key Information Table (KIT) or Corrigendum thereof. No other mode of submission is acceptable.
- 7.0 Bidders cannot submit the tender after the due date and time of e-bid submission. Time being displayed on website <https://etenders.hry.nic.in> ("Server System Clock Time") shall be final and binding on the bidder. e-Bids are required to be submitted by bidders, only as per the Indian Standard Time (IST) and not the time as per their location/country.
- 8.0 The bidders are advised to submit their e-bids well before the e-bid submission due date and time. University shall not be responsible for any delay in submission of e-bids for any reason including server and technical problems.
- 9.0 The Technical and Financial Bid shall be digitally signed by the Authorized Signatory of the bidder & submitted "on-line" only. The authorized signatory of the bidder must be in possession of Power of Attorney before submitting the digitally signed bid. Scanned copies of various documents can be prepared in different file format (PDF, JPEG).
- 10.0 Tender shall be submitted as per "Instructions to Applicants" forming a part of the tender document.
- 11.0 University reserves the right to cancel the tenders before submission/opening of tenders, postpone the tender submission/ opening date and to accept/ reject any or all tenders without assigning any reasons thereof. University's assessment of suitability as per eligibility criteria shall be final and binding.
- 12.0 Tenderers may note that they are liable to be disqualified at any time during tendering process in case any of the information furnished by them is not found to be true. EMD of such tenderer shall be forfeited. The decision of University in this regard shall be final and binding.
- 13.0 University reserves the right to pre-qualify the bidder(s) provisionally based on the documents submitted by them and open financial bid(s), subject to their final verification. In the event of any document being found false, the provisional qualification shall stand withdrawn, and the next lower bidder shall automatically come to the position of such disqualified bidder. Action against such disqualified tenderers shall be taken.
- 14.0 Public Procurement (Preference to Make in India), Order-2017 is applicable.
- 15.0 Purchase Preference to Micro and Small Enterprises (MSEs) as admissible under Government's existing policy on the date of acceptance of tender shall be applicable to Micro and Small Enterprises (MSEs) registered under Udyam Registration under the Ministry of MSME, with effect from 01.07.2020. MSEs registered under Udyog Aadhaar Memorandum (UAM), validity of which is till 31.03.2022, are also eligible to avail the benefits under the Policy.
- 16.0 **Negotiation Process:** The negotiation can be made as per Govt. instructions issued vide No. 14/29/2023-6FA dated 26.05.2023 or as applicable time to time.

Registrar

## PART-1

### INSTRUCTION TO APPLICANTS

PROJECT NAME: **Supply, Installation, Testing and Commissioning of Hospital Equipment and Instruments (ENT/Shalakyia).**

EMPLOYER/CONSIGNEE: Registrar, Shri Krishna AYUSH University Kurukshetra

#### 1. SCOPE OF BID:

1.1 Shri Krishna AYUSH University, Kurukshetra invites online e- tenders for the above works detailed as under:

1.2 Brief Details:

Estimated cost: Rs. **91,55,000.00/-** (approximate) including 5 years of **CMC** after **DLPs**

Completion period: 90 days from the date of order of commencement.

1.3 Tendering is open to all the agencies/ firms having sound background and specialization in carrying out similar works.

#### 2. PRE-QUALIFICATION CRITERIA:

2.1 Pre-Qualification will be made through e-application on the basis of all the minimum criteria for pre- qualification and other qualification criteria regarding the Applicant's work experience, and financial position as demonstrated by the Applicant's responses in the forms attached to the Letter of Application (Annexure-I).

#### 2.2 General, Financial & Experience Requirements

- i. Should be registered with GST/Service Tax Authority.
- ii. Should have valid PAN/TIN Number.
- iii. Should submit Manufacturer's (Manufacturer/OEM should be registered with NABCB or CDSCO or 4 Digit CE from EU and USFDA) Letter of Authorization as per Annexure IV, any deviations will lead to rejection of bid.
- iv. All items should be quoted by the same bidder, and it is compulsory to quote all items. Any deviation will lead to the rejection of the bid.
- v. The Bidders should not have been blacklisted/banned/ debarred by any Government organization or Institute.
- vi. Should have an average annual turnover of 2.40 crore for the last three years.
- vii. The Company should have positive Net Worth and should not have incurred loss in more than Two years in last three years ending 31st March 2026 duly certified by the Chartered Account.

- viii. Should be at least five year old company, certified by CA.
- ix. Experience should be in the name of the bidding company and not in subsidiary/ associate company/ Group Company etc.
- x. Experience should be of SITC of medical equipment's and machineries to Government of India, State Government, PSU, recognized Universities, Boards, Organizations, Corporations, Departemnts, Ayurvedic/Medical hospital/ Institute/ college at least for the past three years. (Proof of same to be attached i.e. installation report / Purchase Order)

**2.3 Document to be submitted:**

The bidder shall submit following documents with Technical Bid:

- a) Copy of Registration/ GST of Agency/ Distributor/Firm
- b) Copy of PAN Card in the name of Agency/ Distributor/Firm.
- c) Latest and valid income tax clearance certificate (ITCC) / ITR of 03 years
- d) Copy of balance sheet along with audit report for the last three years i.e. 2023-24, 2024-25 & 2025-26.
- e) Bidder should provide a declaration regarding compliance with Rule 144(xi) of the General Financial Rules (GFR) 2017 concerning bidders from countries sharing a land border with India.
- f) Should submit Letter of Authorization as per Annexure IV, any deviations will lead to rejection of bid.
- g) Documents in support of at least three years' experience in supply of Medical equipment's and machinery to Ayurvedic/Medical hospital/ Institute/ college (Proof of same to be attached i.e. installation report / Purchase Order)
- h) Name and Address of clients to whom the Medical equipment's and machinery are supplied with in the last three years along with copy of their supply orders. Documents in support of successful completion /fulfilment of supply orders.
- i) Compliance sheet should be submitted for each product.
- j) Service escalation matrix at minimum 3 levels should be submitted including the details (name, contact number, location, mail id etc.) of the point of contact from bidder and OEM both.
- k) Declaration from the bidder accepting the terms & conditions as per DNIT.
- l) Copy of the Tender document with each page should be numbered and signed by the bidder as token of acceptance of the terms and conditions laid down by the Institute.

**3. Disqualification:**

Even if an Agency meets the eligibility criteria, University may, at their discretion and at any stage during the selection process or execution of the work, order disqualification of the agency if the agency has:

- (i) Made misleading or false representations in the forms, statements and attachments submitted; or
- (ii) The Agency has been blacklisted by any government agency/ in any work even after bids have been opened; or
- (iii) Record of poor performance such as poor progress of work, abandoning work, not properly completing the contract, or financial failures/weaknesses etc.
- (iv) If any information furnished by the applicant is found incorrect at a later stage, applicant shall be liable to be debarred from tendering. The University reserves the right to verify the particulars furnished by the applicant

- independently.
- (v) Not submitted list of accessories with the rates to be freeze of the CMC item/items.
4. **GENERAL**
- 4.1 Only agencies / firms who meet the pre-qualification criteria shall be considered for further evaluation.
- 4.2 If a firm submits more than one bid, all bids of the party will be rejected.
- 4.3 The University reserves the right to :
- (a) Split the works into different packages if required
- (b) Amend the scope and value of any contract under this project, in such event the bids will only be called from those pre-qualified applicants who meet the requirements of the contract as amended.
- 4.4 Check list format attached at Annexure XI must be filled and enclosed online along with the supporting documents in your application.
5. **EVALUATION AND COMPARISON OF BIDS**
- i. Only such of the Bids as have been determined to be substantially responsive to the requirements of the Bid documents, in accordance will be evaluated. Other non- responsive Bids will stand rejected.
- ii. Bidders shall note that no preference of any nature will be given to any Bidder not withstanding any custom, usage or instructions to the contrary.
- iii. Offers, deviations and other factors, which are in excess of the requirements of the Bid documents or otherwise result in the accrual of unsolicited benefits to the University, shall not be taken into account in Bid evaluation.
- iv. Price adjustment provisions of this Contract shall not be applicable.
- v. The bidder must quote cost of CMC for 05 years after completion of 03 years defect liability period (warranty, where applicable) in the Price Bid and the CMC cost & third party certification cost will be added with the total cost of the work including optional items if any for evaluation and ranking purpose.
- 5.1 Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders. A bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The bidder shall be responsible for arranging and maintaining at its own cost all services required for executing the work unless otherwise specifically provided for in the contract documents.
- 5.2 Time is and shall remain the essence of the contract.
- 5.3 Bid will be straightway rejected in case:
- (i) Copy of bid documents is not submitted in hard copy as per terms of tender.
- (ii) Details of Form Annexure-IV is not uploaded online in the tender portal.
- 5.4 SKAU Kurukshetra reserves the right to accept or reject any or all the tenders without assigning any reason. No Bidder shall have any cause of action or claim against the University for rejection of his tender.

Registrar

## LETTER OF APPLICATION

[NOTE: On the letterhead paper of the applicant including full postal address, e-mail and telephone no., fax no., telex no. and cable address]

Dated: \_\_\_\_\_

To,

Registrar,  
Shri Krishna AYUSH University,  
Kurukshetra.

Sir,

1. Being duly authorized to represent and act on behalf of ..... (Hereinafter referred to as "the Applicant") and having reviewed and fully understood all the pre-qualification information provided, the undersigned hereby apply to be pre-qualified by yourselves as a bidder for the:

**Supply, Installation, Testing and Commissioning of Hospital Equipment and Instruments (ENT/Shalakyas).**

Tender Number	Consignee/Client Name
SKAU/IASRH/2026/06	SHRI KRISHNA AYUSH UNIVERSITY, KURUKSHETRA

2. Attached to this letter Annexure-II to VIII & XI.
3. The University and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents and information submitted in connection with this application, and to seek clarification from our bankers and clients regarding any financial and technical aspects. This letter of application will also serve as authorization or any individual or authorized representative or any institution referred to in the supporting information, to provide such information deemed necessary and requested by your selves to verify statements and information provided in this application, or with regard to the resources, experience, and competence of the Applicant.
4. The University and its authorized representatives may contact the following persons for further information:

General, Personnel, Technical And Financial Enquiries	
Contact 1:	Telephone: Email ID
Contact 2:	Telephone: Email ID

5. This application is made in the full understanding that:
  - (a) Bids by pre-qualified applicants will be subject to verification of all information submitted for pre-qualification at the time of bidding
  - (b) The University reserves the right to :
    - amend the scope and value of the contract/ bid under this project; in such event, bids will only be called from pre-qualified bidders who meet the revised requirements; and
    - reject or accept any application, cancel the pre-qualification process, and reject all applications without assigning reasons or incurring any liability thereof; and
  
6. The University shall not be liable for any such actions and shall be under no obligation to inform the Applicant.
  
7. The undersigned declare that statements made and the information provided in the duly completed application are, true and correct in every detail.

Sealed & Signed
Name
For and on behalf of

  
**Superintendent**  
**(Purchase & Store)**

**Proforma of Technical Bid**  
**(To be placed in a separate sealed cover Envelope)**

1	Name of Tendering Distributor/Good sellers/ Company/Firm/Agency	
2	Names of Owners/Partners/Directors	
3	Full particulars of Office	
	(a)Address	
	(b)Telephone No.	
	(c)Fax No.	
4	Full particulars of the bankers of Company/Firm/ Agency, with full address/Telephone number	
	(a)Name of the Bank	
	(b)Address of the Bank	
	(c)Telephone No.	
	(d)Fax No	
5	Registration details:	
	(a)Registration with Govt.(give details registration No., authority etc.)	
	(b)PAN	
	(c)Service Tax/GST registration No., if any	
	(d)Any other License held (import/trade license Give details)	
6	Details of Tender Fee	
	(a)Amount (Rs.)	
	(b)Transaction no. and Date	
7	Details of Earnest Money Deposit	
	(a)Amount	
	(b)Bank Transaction no. and Date	
8	Annual Turnover of the firm for last 3 years (duly certified by the CA Firm)	
	2023-24	
	2024-25	
9	Successful Supplies made during last three years	

Documents enclosed with Technical Bid (Please see Para-2.3 of the Instruction to Applicants). Additional sheet may be attached to give details and the annexures which should be on letter head with the seal and signature.

Signature of Owner/Managing Partner/Director of the Firm/Authorized

Signatory

Date:  
Place:

Name:  
Firm's Seal:

Address/Mobile No.

*RTM*  
03/10/26  
**Superintendent**  
**(Purchase & Store)**

**FINANCIAL CAPABILITIES**

ANNEXURE – III

(Rs. In lacs)

Financial Year	Annual Turn Over in Indian Rupees (or equivalent to Indian Rupees) as per Audited Balance Sheet
2023-2024	Rs.
2024-2025	Rs.
2025-2026	Rs.
Average Annual Turnover of the past three years	Rs.

Financial Information in Rs. Equivalent	For year 2023-24	For year 2024- 2 5	For year 2025-26
1. Total Assets			
2. Current Assets			
3. Total Liabilities			
4. Current Liabilities			
5. Profit before Tax			
6. Profit after Tax			
7. Net Worth			

**NOTE : The above data is to be supported by audited balance sheets duly certified by the Chartered Accountant mentioning the membership number issued by ICAI along with the full address.**

1. Attach copies of audited balance sheets for all three years (2023-2024, 2024-25 & 2025-26).
2. Attach recent solvency certificate from bankers.
3. Indicate financial arrangements for carrying out the proposed work.

Authorized Signatory of bidder

*03/07/26*  
**Superintendent  
(Purchase & Store)**

ANNEXURE IV

**MANUFACTURERS AUTHORISATION CERTIFICATE**  
(To be attached with Technical Bid)

To  
The Registrar,  
Shri Krishna AYUSH University,  
Umri Road, Sector-8,  
Kurukshetra

Dear Sir,

**Tender Enquiry No. [Tender Enquiry No.] For [Goods Name]**

We, [name of manufacturers], hereby authorize M/s [name of agents] to bid, negotiate, and conclude the contract with you for the above-mentioned goods manufactured by us.

We jointly and severally remain responsible for the contract negotiated by M/s [name of agents].

We extend our full guarantee and warranty as per the conditions of the contract for the goods offered.

**Furthermore, we confirm that as the Original Equipment Manufacturer (OEM), we shall ensure uninterrupted service and maintenance of the equipment as per the warranty and CMC (Comprehensive Maintenance Contract) clauses outlined in the tender. If, M/s [name of agents] be unable to fulfil their service obligations, we, the OEM, commit to directly or through another distributor will provide the necessary service and support for the quoted items to ensure their continuous operation.**

The services to be rendered by our authorized agent M/s [name of agents] include: [Here specify the services to be rendered by the agent, e.g., sales support, tender submission, local coordination].

Yours faithfully,

[Signature]  
[Name of Authorized Signatory]  
[Designation]  
[Name of Manufacturers]

**Note-1.** This letter of authorization 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 manufacture.

2. Copy of manufacturing licence from OEM be also uploaded.

*प्रति*  
03/07/26  
**Superintendent**  
**(Purchase & Store)**

ANNEXURE-V

**EXPERIENCE OF COMPLETION OF PROJECTS OF SIMILAR NATURE & COMPLEXITY**

(During last five years ending last day of month previous to the one in which applications are invited)

S. No.	Name of work / project and location	Owner or sponsoring organization	Cost of work in Lakhs	Date of commencement as per contract	Stipulated date of completion	Actual date of completion	Name and address/ telephone number of officer to whom reference may be made	Remarks

**NOTE: Please attach supporting documents (completion certificates along with order copies) for the above information**

Authorized Signatory of bidder

  
 03/07/26  
**Superintendent**  
**(Purchase & Stores)**

**Litigation Details**

Court Cases/Arbitrations

**Name of Bidder:**

Year	Name of the work	Name of the Client, with Address	Title of the court Case/ Arbitration	Detail of the Court/ Arbitrator	Status Pending/ Decided	Disputed Amount (Current Value, the equivalent) in case of Court Cases/ arbitration	Actual Awarded Amount (Rs) in decided Court Cases/arbitration

Authorized Signatory of bidder

  
 03/10/26  
**Superintendent**  
**(Purchase & Store)**

**ANNEXURE-VII**

**HIGHER PRICE/LOWER PRICE CERTIFICATE**

1. I/We \_\_\_\_\_ hereby certify that the prices quoted by us in Tender Enquiry \_\_\_\_\_ are not higher than the prices charged by us to wholesalers or for institutional supplies;
2. I/We further certify that I/We have not supplied or quoted for any item in Tender Enquiry \_\_\_\_\_ at prices lower than those quoted for the relevant items to any Government/ Semi Government Public/ Charitable Trust Organization/ Institution within the period of 180 days preceding the last date of submission of the tender.
3. I/We hereby undertake that I/We will not supply or quote for any item in Tender Enquiry \_\_\_\_\_ at prices lower than those quoted for the relevant items to any Government / Semi Government / Public / Charitable Trust Organization/ Institution within the period of validity of the offer / rate contract.
4. I/We also undertake to bring to the attention of the Registrar, Shri Krishna AYUSH University, Kurukshetra any incidence of breach of any of the above paras within 30 days from the occurrence of the breach and further undertake to refund / reimburse the difference which may arise due to breach of any of the above paras and I/We also understand that the decision of the Registrar, Shri Krishna AYUSH University, Kurukshetra with regards to the determination of quantum payable shall be final.

Date :

Name & Signature of the Tenderer

*Note: Base price excluding transportation shall be taken for the purpose of comparison as per the case.*

*R/M 0307/26*  
**Superintendent**  
**(Purchase & Store)**

(TO BE PRODUCED ON AFFIDAVIT DULY ATTESTED BY NOTARY/MAGISTRATE)

**DECLARATION REGARDING NON- BLACK LISTED**

To

The Registrar,  
Shri Krishna AYUSH University,  
Kurukshetra

**(E-tender for Supply, Installation, Testing and Commissioning of Hospital Equipment and Instruments) (ENT/Shalakyia)**

Sir,

I have carefully gone through the Terms & Conditions contained in the Tender Document No. \_\_\_\_\_ Dated \_\_\_\_\_ regarding procurement of the Supply, Installation, Testing and Commissioning of Hospital Equipment and Instruments (ENT/Shalakyia) for Institute of Ayurved Studies & Research Hospital, Shri Krishna AYUSH University, Kurukshetra. I hereby declare that my company has not been debarred/black listed by any Government/Semi Government organizations for quality/service products nor is there any pending dispute regarding short shipment /installation/service. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours very truly,

Name: \_\_\_\_\_  
Designation: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_

*QJM 31/07/26*  
**Superintendent  
(Purchase & Store)**

ANNEXURE-IX

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To

The Registrar,  
Shri Krishna AYUSH University,  
Kurukshetra.

WHEREAS.....(Name and address of the supplier) hereinafter called "the supplier" has undertaken, in pursuance of contract no..... dated..... to Supply, Installation, Testing and Commissioning of Hospital Equipment and Instruments (ENT/Shalakyia) (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 recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract.

AND WHEREAS we have agreed to give the 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 Rs..... (Amount of the guarantee in words and figures) which is 5% (Five percent) of the total value of the Purchase Order (i.e. base rate of the product plus Comprehensive Maintenance Charges for all the 05 (five) years as quoted by us in the prescribed Price Schedule), 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 is valid up to .....-(indicate date).

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

*Dr. N. S. Singh*  
21/07/26  
Superintendent  
(Purchase & Store)

## CONTRACT FORM

## FOR SUPPLY, INSTALLATION, COMMISSIONING, HANDING OVER, TRIAL RUN, TRAINING OF OPERATORS, WARRANTY OF GOODS &amp; CMC

To

The Registrar,  
Shri Krishna AYUSH University,  
Umri Road Sector -8 Kurukshetra

Contract No. \_\_\_\_\_ Dated \_\_\_\_\_

1. Name & address of the Supplier: \_\_\_\_\_
2. Purchaser's Tender 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. \_\_\_\_\_ (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 02 and 03 above, shall also be deemed to form and be read and construed as integral part of this contract:
  - a. General Conditions of Contract;
  - b. Special Conditions of Contract;
  - c. List of Requirements;
  - d. Technical Specifications;
  - e. Quality Control Requirements;
  - f. Tender Form uploaded/furnished by the supplier;
  - g. Price Schedule(s) uploaded by the supplier in its tender;
  - h. Manufacturers' Authorization Form.
  - i. 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 Part-II – "General Instructions to Tenderers" of the Purchaser's Tender document shall also apply to this contract.

\_\_\_\_\_  
(Signature, name and address  
of the purchaser's authorized official)  
For and on behalf of \_\_\_\_\_

Received and accepted this contract

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

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

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

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

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

*DRM 03/07/26*  
**Superintendent  
(Purchase & Store)**

**CHECK - LIST****CHECK LIST OF DOCUMENTS TO BE SUBMITTED WITH THE BID TECHNICAL PACKAGE -**

S. No	Name of Document	Reference Part of Tender	Mode of Submission	Page No.
1.	Payment receipt of Non-refundable tender document fees of Rs. 5,000/- & e-service fees of Rs. 1,180/-	Notice Inviting e-Tender	Online payment & submission of hard copy of receipt in Sealed Envelope	
2.	Bid Security Fees/EMD	Notice Inviting e-Tender	Online payment & submission of hard copy of receipt in Sealed Envelope	

**TECHNICAL PACKAGE**

Sr. No.	Name of Document	Reference Part of Tender	Mode of Submission	Page No.
1.	Checklist for the enclosed documents as per the format attached ( <b>Annexure XI</b> )	Part- I	Online	
2.	Letter of Application as per the format attached ( <b>Annexure I</b> )	Part- I	Online	
3.	General Information Details as per the format attached ( <b>Annexure II</b> )	Part- I	Online	
4.	Financial Capabilities as per the format attached ( <b>Annexure-III</b> ) and as per clause 2.2 (vi, vii)	Part- I	Online	
5.	Manufacturers Authorization Certificate ( <b>Annexure - IV</b> )			
6.	Experience of executing of Projects of Similar Nature & Complexity ( <b>Annexure - V</b> )	Part- I	Online	
7.	Litigation History/ Arbitration History ( <b>Annexure - VI</b> )	Part- I	Online	
8.	Higher Price/Lower Price Certificate ( <b>Annexure - VII</b> )	Part- I	Online	
9.	Declaration regarding non-blacklisted ( <b>Annexure - VIII</b> )	Part- I	Online	
10.	Copies of GST Registration as per Clause no. 2.2 (i)	Part- I	Online	
11.	List of quoted items along-with rates (CMC items) of accessories to be freeze. Make and model number and	Part- I	Online	

	specifications.			
12.	Bid documents, as listed in Notice Inviting Bids excluding the Bill of Quantities (Part-IV) but including All amendment(s)/addendum(s)/ Corrigendum(s)/ Clarification(s) issued, if any duly authenticated by digital signature	Part- I, II, III and IV	Online	

**FINANCIAL PACKAGE COMPRISING OF:**

S. No	Name of Document	Reference Part of Tender	Mode of Submission	Page No.
1.	Financial bid (Bill of Quantities – Part- V)	Part- V	Online	

**PART-II (INDEX)**  
**GENERAL INSTRUCTION TO TENDERERS (GIT)**  
**AND GENERAL CONDITIONS OF CONTRACT (GCC)**

**Contents:**

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5.	Eligible Goods and Services
6.	Tendering Expense
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**PART –II**  
**GENERAL INSTRUCTIONS TO TENDERERS (GIT)**  
**AND GENERAL CONDITIONS OF CONTRACT (GCC)**

**A. PREAMBLE**

**1. DEFINITIONS AND ABBREVIATIONS**

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

- (i) "Addendum or Addenda" Means document issued in continuation or as modification or as clarification to certain points in the tender documents. The bidder would need to consider the main document as well as any addenda issued subsequently for responding to the bid. Any addendum issued subsequently to the main document shall be binding on the prospective bidders. Whether or not they convey their acceptance of the same.
- (ii) "Bid" refers to the qualification and the financial bids submitted by an eligible bidder pursuant to the release of this Tender Document as per the provisions laid down in this Tender Documents and any addenda. If issued subsequently.
- (iii) "Bidder" shall mean any eligible company/firm which has submitted its bid in response this tender released by the University.
  - a. Bid Inviting Authority" shall mean the Registrar, Shri Krishna AYUSH University, Kurukshetra
  - b. "Bid Validity period" shall means the period during which the rate (s) quoted by the bidder(s) cannot be escalated and the successful bidder (s) has/ have to enter into contract with the tender inviting authority.
- (iv) "Consignee" means Registrar, Shri Krishna AYUSH University, Kurukshetra to whom wherever SITC or supply of the goods are required to be delivered as per the purchase order. If the goods are required to be delivered to a person as an interim consignee for the purpose of dispatch to another person as provided in the purchase order as that "another" person is the consignee, also known as ultimate consignee.
- (v) "Contract" means the written agreement entered into between the purchaser and tenderer, together with all the documents mentioned therein and including all attachments, annexure etc. therein.
- (vi) " Contract Period " means the period during which the rate(s) finalized by the purchaser and successful bidders) remain valid and cannot be escalated by the successful bidder(s)
- (vii) "Day" means and shall be interpreted as calendar days unless otherwise specified.
- (viii) "Earnest Money Deposit" (EMD) means Bid Security to be furnished by a tenderer along with the tender.
- (ix) "Good" Means items/articles as per the list which the bidder supplier is required to SITC or supply to the purchaser under the contract.
- (x) "Inspection" means activities such as measuring examining, testing, and gauging one or more characteristics of the product or service and comparing the same with the specified requirement to determine conformity.

- (xi) "Material Misrepresentation" shall mean an act of intentional hiding or fabrication of a material fact which, if known to the other party, could have terminated, or significantly altered the basis of a contract, deal or transaction.
- (xii) "Performance Security" means monetary or financial guarantee to be furnished by the successful bidder/tenderer for due performance of the contract placed on it. Performance Security is also known as Security Deposit or Performance Bank Guarantee (PBG).
- (xiii) "Purchaser" means the purchasing goods and services as incorporated in the Tender Enquiry document.
- (xiv) "Selected Bidder" shall mean the successful bidder which has been selected in the bid exercise and has agreed to the terms and conditions of the Tender Document and has signed the contract with the Registrar, Shri Krishna AYUSH University, Kurukshetra.
- (xv) "Services" means services allied and incidental to the supply of goods, such as transportation, demonstration, installation, commissioning, provision of technical assistance, training, after sales service, maintenance service and other such obligations of the bidder/supplier covered under the contract."
- (xvi) "Specification" means the document/standard that prescribes the requirement with which goods or service has to conform.
- (xvii) "Successful Bidder" shall mean the bidder whose bid document is responsive, which has been pre-qualified and whose financial bid is the lowest among all the shortlisted and with whom the Registrar, Shri Krishna AYUSH University, Kurukshetra intends to select and sign the contract.
- (xviii) "Supplier" means the individual or the firm supplying the goods and services as incorporated in the contract.
- (xix) "Tender documents" refers to this Tender document including all sections and all amendments, modifications issued by the Registrar, Shri Krishna AYUSH University, Kurukshetra by way of any addenda.

#### **PURPOSE OF THIS TENDER DOCUMENT:-**

The purpose of the tender document is to select the most competent and competitive company for Supply, Installation, Testing and Commissioning of Hospital Equipment and Instruments (ENT/Shalakyia) for one year extendable further one year on the same rates, terms & condition.

#### **2. INTRODUCTION**

1. Registrar, Shri Krishna AYUSH University, Kurukshetra invites e-tender for procurement of Supply, Installation, Testing and Commissioning of Hospital Equipment and Instruments (ENT/Shalakyia) as mentioned in Part -III "List of Requirements" initially for a period of one year from the date of award of first supply order extendable further one year on the same terms and conditions.
2. This Part-II -"General Instruction to Tenderers and General Conditions of Contract" 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.

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

### **3. LANGUAGE OF TENDER**

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.

### **4. ELIGIBILITY OF TENDERERS**

This invitation for tenders is open to all suppliers who fulfill the eligibility criteria specified in clause-2 of "Instruction to Applicant-Part-I".

### **5. ELIGIBLE GOODS AND SERVICES**

All goods and related services to be supplied under the contract shall have their origin in India or any other country with which India has not banned trade relations. The term "origin" used in this clause means the place where the goods are produced or manufactured or from where the related services are arranged and supplied.

### **6. TENDERING EXPENSE**

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 outcome of the tendering process.

## **B. TENDER ENQUIRY DOCUMENTS**

### **7. CONTENT OF TENDER ENQUIRY DOCUMENTS**

The Tender document includes:-

Part-I	Notice Inviting Tender (NIT) Instructions to applicant
Part-II	General Instructions to Tenderers (GIT) and General Conditions of Contract (GCC)
Part-III	List of required Equipment/Instruments and Technical Specifications
Part -IV	Special Condition of contract
Part - V	BOQ

The relevant details of the required goods and services, the terms & conditions and procedure for tendering, tender evaluation, awarding 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 TENDER DOCUMENTS**

- i. At any time prior to the deadline for submission of tenders, the Tender Inviting Authority may, for any reason as deemed fit by it, modify the Tender document by

issuing suitable amendments to it. All such amendment will be notified only on the website <https://etenders.hry.nic.in/> and [www.skau.ac.in](http://www.skau.ac.in). No amendment or corrigendum in respect of this tender will be issued in the press. Prospective bidders are advised to visit aforesaid website regularly.

- ii. 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 TENDER DOCUMENTS

A tenderer requiring any clarification on any issue of the Tender document may take up the same with the University in writing on email-ID: [etender@skau.ac.in](mailto:etender@skau.ac.in) & <https://etenders.hry.nic.in/> which will be considered in Pre-Bid Meeting.

## 10. INSTRUCTION FOR e-TENDERING: -

### 10.1 INSTRUCTIONS FOR SUBMISSION OF COST OF TENDER DOCUMENT AND EARNEST MONEY DEPOSIT:

The tender document and other instructions can be downloaded or viewed from the portal <https://etenders.hry.nic.in/> and cost of tender document (Non- Refundable) as mentioned in the tender form shall have to be deposited in the University Bank Account through RTGS/NEFT only before the last date and time of submission of tender and proof thereof should be uploaded in Technical Bid of the tender document. The copy of proof of Earnest Money Deposit should be submitted in envelope and the same should be submitted in the O/o Registrar, Shri Krishna AYUSH University, Kurukshetra along-with original catalogues, Brochures. The envelope should be superscripted "Tender for the Supply, Installation, Testing and Commissioning of Hospital Equipment and Instruments." (ENT/Shalakyia) The name of the bidder, complete postal address and Mobile No. must be mentioned on the left hand side of the envelope.

### 10.2 INSTRUCTIONS FOR E-BIDDING

The bidders should register on website <https://etenders.hry.nic.in> & obtain User ID and Password before tendering. Entire tender process will be carried out on-line through above mentioned website. Bidders are advised to procure E-Token/Digital Signing Certificate.

Before submission of online bids, bidders must ensure that scanned copies of all necessary documents shall have been uploaded with the bid.

1. Bidders are advised to check / see website [www.skau.ac.in](http://www.skau.ac.in) and <https://etenders.hry.nic.in> regularly to check for any amendment / corrigendum in the tender document. All subsequent notifications /amendments/notices shall be published only on the aforesaid website.
2. The bids shall be opened on the date and time mentioned in the Tender Notice.

### 10.3 THE E-TENDER DOCUMENT SHALL BE UPLOADED IN TWO PARTS:

- 1 Technical Bid: It shall contain scanned copies of all requisite documents, certificates etc. as specified in the tender document duly filled in and digitally signed. The scanned documents should be clear and legible.
- 2 Financial Bid/Price Bid/BOQ: It shall contain financial bid /BOQ uploaded in .xls format which will be available for bidders on website <https://etenders.hry.nic.in>. The financial bid/BOQ will not be accepted in physical form.

**Note:** Financial bid/BOQ will be opened in respect of only of those bidders who qualify Technical Bid criteria.

## C. PREPARATION OF TENDERS

### 11. DOCUMENTS COMPRISING THE TENDER:

The Two Bid Tender System i.e. Technical Bid" and "Financial Bid" to be prepared by the tenderer shall comprise the following:

#### a). TECHNICAL BID:

Interested bidders will upload the Technical Bid Documents as mentioned at Part-I (Clause-2 of in "Instruction to Applicants") & Tender document, to determine the eligibility of the bidder.

#### b). FINANCIAL BID/PRICE TENDER/BOQ:

It shall contain financial bid / BOQ uploaded in .xls format which will be available for bidders on website <https://etenders.hry.nic.in>. The financial bid / BOQ will not be accepted in physical form.

Note: -

1. All uploaded pages of the Tender should be signed, page numbered and indexed
2. It is the responsibility of tenderer to go through the Tender document to ensure furnishing all required documents in addition to above, if any.
3. The authorized signatory of the bidders must sign the tender duly stamped at appropriate places and initial all the remaining pages of the tender.
4. A tender, which does not fulfill any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected
5. Conditional Tenders shall not be considered.

### 12. TENDER PRICES

1. All the columns shown in the Financial Bid/BOQ should be filled up as required.
2. The tenderer shall quote for the complete requirement of goods and services as specified in technical specifications.
3. The quoted price should be inclusive of charges towards Packing & Forwarding, Inland Transportation, Insurance (local transportation and storage) would be borne by the Supplier from factory/warehouse/ showroom Assistant to the consignee site, loading /Unloading and other local costs incidental to delivery of the goods.
4. The quoted price should be inclusive of installation and Commissioning of the approved equipment's.

### 13. TENDER CURRENCIES

The tenderer supplying indigenous goods or imported goods shall quote only in Indian Rupees. Tenders, where prices are quoted in any other currency shall be treated as non-responsive and rejected.

### 14. Indian Agent

In case of imported products OEM /Authorized seller should have registered office in India to provide after sale services. The certificate to this effect should be submitted.

### 15. FIRM PRICE

The prices quoted by the tenderer shall remain firm and fixed during the currency of the contract and are not subject to variation on any account.

### 16. ALTERNATIVE TENDERS

Alternative Tenders are not permitted.

### 17. DOCUMENTS ESTABLISHING TENDERER'S ELIGIBILITY AND QUALIFICATIONS

1. Pursuant to Clause-2 of "Instruction to Applicants-Part-I", 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 if its tender is accepted
2. The documentary evidence needed to establish the tenderer's qualifications shall fulfill the following requirements:
  - a. In case of imported equipment, the tenderer (Principal National/ Authorized Distributor) offers to supply goods, which are manufactured by some other firm, the tenderer should be authorized by the goods manufacturer to quote for and supply the goods to the purchaser. The tenderer shall submit & upload the manufacturer's authorization letter to this effect as per **Annexure IV** provided under Part-I.
  - b. In case the tenderer is not doing business in India, it is duly represented by an agent stationed in India i.e. Principal National/Authorized Distributor fully equipped and able to carry out the required contractual functions/obligation and duties of the supplier including after sale service, maintenance & repair etc. of the goods in question, stocking of spare parts and fast moving components and other obligations, if any, specified in the conditions of contract and/or technical specifications and also fulfilling the eligibility qualification criteria of the tender.
  - c. In case the tenderer is an Indian agent (Authorized dealer/representative) quoting on behalf of a foreign manufacturer for the restricted item, Indian agent (Authorized dealer /representative) should be enlisted under the Compulsory Enlistment Scheme of Ministry of Finance, Govt. of India.

### 18. DOCUMENTS ESTABLISHING GOODS CONFORMITY TO TENDER DOCUMENT.

1. The tenderer shall provide in its tender the required as well as the relevant documents like technical data, literature 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 Tender document.

2. If a tenderer furnishes false information/documents and/or misleading data, statements, etc. about the technical eligibility/technical criteria of the goods and services offered by it, its tender will be liable to be ignored and rejected and Earnest Money Deposit of such bidder may be forfeited.

**19. EARNEST MONEY DEPOSIT (EMD):**

1. The tenderer shall furnish Earnest Money for amount as indicated in "Notice Inviting e-Tender". The earnest money is required to protect the purchaser against the risk of the tenderer's unwarranted conduct.
2. The earnest money shall be in Indian Rupees only.
3. The Earnest Money Deposit shall be retained till execution of contract with successful bidder and deposit of Performance Bank Guarantee. In case of unsuccessful tenderers Earnest money will be returned to them after the expiry of final/ bid validity period. Performance Bank Guarantee will be retained till the defect liability period as per applicable Govt. norms.
4. 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 as per the terms of purchase order.

**20. TENDER VALIDITY**

- 20.1 Bid shall remain valid for 180 (One Hundred Eighty) days from the date of opening of technical bid prescribed by the purchaser.
- 20.2 In exceptional circumstance, the Registrar, Shri Krishna AYUSH University, Kurukshetra reserve the right to extend the Bid validity period prior to the expiration of the Bid validity period.

**21. SIGNING AND SEALING OF TENDER**

1. The bidders shall submit and upload their tenders as per the instructions. Bidders shall upload scanned copy of original Technical Literature Catalogues and submit original Technical Literature/Catalogues in the envelope containing cost of tender documents. Copy of EMD duly signed and stamped. Financial bid will not be accepted in physical form.
2. The tender shall be digitally signed by the tenderer or by a person(s) who has been authorized to sign 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.
3. The tender shall be duly signed at the appropriate places as document and all other pages of the tender including printed literature, if any, shall be initialed by the same person(s) signing the tender.

**22. PRE-BID MEETING**

1. The Shri Krishna AYUSH University, Kurukshetra will organize a Pre-Bid meeting with all interested Bidders to provide an understanding of the Bidding Process, the

- project, the terms of the Contract and the services to be provided and to understand any queries/issues or suggestions that the Bidders may put forward.
2. The Pre-Bid Meeting will be convened on the date and time specified in the Key Information Table (KIT).
  3. A Bidder may nominate up to two representatives to participate in a Pre-Bid Meeting- provided that the Bidder has notified to the Registrar, Shri Krishna AYUSH University, Kurukshetra of its representatives along with its authority letter to the Registrar, Shri Krishna AYUSH University, Kurukshetra.
  4. The Bidders are requested to submit any query or seek clarifications in writing at [etender@skau.ac.in](mailto:etender@skau.ac.in) up to the date specified in the Key Information Table (KIT) so that the Registrar, Shri Krishna AYUSH University, Kurukshetra can address the issues comprehensively at the Pre-Bid Meeting. No query shall be entertained after the last date of receiving queries as mentioned above.
  5. The Registrar, Shri Krishna AYUSH University, Kurukshetra may provide the minutes of the Pre-Bid Meeting and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process, within the date specified in the Data Sheet.
  6. Attendance of the Bidders at the Pre-Bid Meeting is not mandatory and failure to attend the Pre-Bid Meeting will not be a ground for disqualification of any Bidder.
  7. The Registrar, Shri Krishna AYUSH University, Kurukshetra deem it necessary to amend the Tender Document as a result of one or more queries or request(s) for clarification modification, it will do so following the procedure.

#### **D. SUBMISSION OF TENDERS**

##### **23. SUBMISSION OF TENDERS**

1. The tenderers are to deposit the envelope containing copies of the proof of Earnest Money Deposit in the office of the Registrar, Shri Krishna AYUSH University, Kurukshetra within 3 days of the bid end date.
2. The tenderer must ensure that they upload their tenders not later than the closing time and date specified for uploading tenders. 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.

##### **24. DELAYED SUBMISSION OF COST OF TENDER AND EARNEST MONEY DEPOSIT**

Delayed submission of cost of tender document, Earnest Money Deposit after the specified date and time fixed for receipt of above will be treated as "delayed" tender and will be rejected/ignored straight away.

##### **25. ALTERATION AND WITHDRAWAL OF TENDER**

The tenderer, after uploading of its tender, is not permitted to alter/modify its tender prior to deadline fixed for uploading of tenders.

#### **E. TENDER OPENING**

##### **26. OPENING OF TENDERS**

1. The University Inviting Authority will open the tenders at the specified date and time and at the specified place as indicated in the e- tendering schedule.

2. Two Bid Tender systems as mentioned in Para-10 &11 above will be as follows:  
The Technical Bid will be opened first, those bidders who found qualified by the committee as per terms and conditions of the tender documents shall be scrutinized and evaluated by the Tender Opening Committee of Experts with reference to parameters prescribed in the Tender document. During the Technical Bid opening, the tender opening Committee will check the salient technical features of the tenders like detailed description of the goods offered, delivery period and any other special features of the tenders, as deemed fit by the tender opening Committee.
3. Thereafter, if required, the bidder found eligible as per eligibility criteria may be directed to make physically or virtual online demonstration to their quoted Supply, Installation, Testing and Commissioning of Hospital Equipment and Instruments (ENT/Shalakya) on the specified date & time at Shri Krishna AYUSH University, Kurukshetra in front of the Departmental Technical Committee of Shri Krishna AYUSH University, Kurukshetra. The Bidders should have to arrange demonstration of Supply, Installation, Testing and Commissioning of Hospital Equipment and Instruments (ENT/Shalakya) at their own expense failing which tender shall liable to be ignored. Technical Committee may ask for satisfactory report from previous users from the bidder.

In case physical or virtual online demonstration of the Supply, Installation, Testing and Commissioning of Hospital Equipment and Instruments (ENT/Shalakya) could not possible in the delivery location of this institution, the Technical Committee can ask for any clarification/document/ demonstration or physical demonstration of the product at the site of vendor and the cost towards the transportation, boarding & lodging of committee members will be borne by the Tenderer/Bidder and/or its nominated representative(s). The technical Committee after satisfaction shall make recommendations only in case of those products which fulfill the technical specifications criteria and only those products which conform to the technical specifications for opening of financial bids.

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

### **27. BASIC PRINCIPLE**

Tenders will be evaluated on the basis of the terms & conditions already incorporated in the Tender document, based on which tenders have been received.

### **28. PRELIMINARY SCRUTINY OF TENDERS**

- i. The Tender Inviting Authority will examine the Tenders to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed stamped, paged and whether the Tenders are generally in order.
- ii. If a Tender is not substantially responsive, it will be rejected by the Purchaser.

## **29. MINOR INFIRMITY/ IRREGULARITY/NON-CONFORMITY**

If during the preliminary examination, the University find any minor infirmity and/or irregularity and/or non-conformity in a tender, the University may waive the same provided it does not constitute any material deviation and financial impact and, also, does not prejudice or affect the ranking order of the tenderers. The University may also ask for clarification from the bidder through mail at the time of technical evaluation. If the tenderer does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.

## **30. DISCREPANCIES IN PRICES**

The price of the Supply, Installation, Testing and Commissioning of Hospital Equipment and Instruments (ENT/Shalakya) should be filled carefully in the financial Bid/BOQ available on website <https://etenders.hry.nic.in>. No representation for amendment in quoted rates shall be accepted. The financial Bid/BOQ shall not be accepted in physical form.

## **31. ELIGIBILITY QUALIFICATION CRITERIA**

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

**32. Eligibility criteria of Sales Turn-Over of O.E.M** or Principle National/Authorized Distributor. The Annual Turnover of the OEM or the Principal National/Authorized Distributor should have an average annual turnover of 2.40 crore for the last three years i.e. 2023-24, 2024-25 & 2025-26 as indicated in Part-I.

## **33. COMPARISON OF PRICE BIDS/TENDERS**

1. The financial/price bid comparison of the responsive tenders shall be carried out by the portal digitally for all the items combined of Supply, Installation, Testing and Commissioning of Hospital Equipment and Instruments (ENT/Shalakya) .
2. The bidder need to submit the Comprehensive Maintenance Charges as mentioned in the Price bid during price bid submission as per format.
3. The lowest bidder i.e. L-1 will be one whose total quoted amount (without taxes) (including base rate(s) & comprehensive maintenance charges for all the 05 (five) years) in the price schedule is LEAST/ MINIMUM.

## **34. ADDITIONAL FACTORS AND PARAMETERS FOR EVALUATION AND RANKING OF RESPONSIVE TENDERS**

The GST shall be payable as applicable from time to time. Further to Clause– 32 above, the purchaser's evaluation of a tender will include and take into account the following:

In the case of goods manufactured in India or goods of foreign origin already located in India, Goods and Services Tax will be contractually payable (to the tenderer), on the goods if a contract is awarded to the Tenderer.

**35. TENDERER'S CAPABILITY TO PERFORM THE CONTRACT**

1. The University, through the above process of tender scrutiny and tender evaluation will determine to its satisfaction whether the tenderer, who's tender has been determined as the lowest inclusive of comprehensive Annual Maintenance charges evaluated responsive tender is eligible, qualified and capable in all respects to perform the contract satisfactorily. The recommendations of the Technical Committee constituted will be final subject to approval of the Competent Authority.
2. The above-mentioned determinations will, interlaid, take into account the tenderer's financial, technical and production capabilities for satisfying all the requirements of the University as incorporated in the Tender 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.

**36. CONTACTING THE TENDER INVITING AUTHORITY**

- i. From the time of submission of tender to the time of awarding the contract, if a tenderer needs to contact the purchaser for any clarification/query relating to this tender enquiry and / or its tender, it should do so only in writing and as per schedule.
- ii. In case a tenderer attempts to influence the University 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**

**37. PURCHASER'S RIGHT TO ACCEPT ANY TENDER AND TO REJECT ANY OR ALL TENDERS**

The University has the right to accept any tender and to reject any or all tenders. Registrar, Shri Krishna AYUSH University, Kurukshetra 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.

**38. AWARD CRITERIA**

The contract will be awarded to the lowest responsive bidder inclusive of Comprehensive Maintenance Charges (CMC), a fire free warranty period as well as Defect Liability Period. The Comprehensive Maintenance Charges will be taken into account for the L-1 Selection/evaluation.

**39. VARIATION OF QUANTITIES AT THE TIME OF AWARD/ CURRENCY OF CONTRACT**

The approved rates will be valid initially for a period of one year from the date of award of first supply order extendable for one year on the same rates, terms and condition.

**40. NOTIFICATION OF AWARD**

Before expiry of the tender validity period i.e. 180 days, the Registrar, Shri Krishna AYUSH University, Kurukshetra will notify the successful tenderers in writing by registered/speed post/email that its tender for goods & services, which have been selected by the Registrar, Shri Krishna AYUSH University, Kurukshetra, has been accepted, also briefly indicating there in the essential details like description, specification and quantity of the goods & services and corresponding prices accepted. The successful tenderer must furnish to the purchaser the required performance security before execution of supply order failing which the EMD will be forfeited and the award will be cancelled.

**41. ISSUE OF CONTRACT**

Promptly after notification of award, the successful tenderer will have to sign the Agreement /Contract Form (Annexure-X) with the purchaser(s).

**42. NON-RECEIPT OF PERFORMANCE SECURITY AND CONTRACT BY THE PURCHASER**

Failure of the successful tenderer in signing the agreement with purchaser shall make the tenderer liable for forfeiture of its EMD and, also, for further actions by the purchaser against it.

**43. RETURN OF EMD**

The Earnest Money Deposit shall be retained till execution of contract with successful bidder and deposit of Performance Bank Guarantee. In case of unsuccessful tenderers Earnest money will be returned to them after the expiry of final/ bid validity period. Performance Bank Guarantee will be retained till the defect liability period as per applicable Govt. norms.

**44. CORRUPT OR FRAUDULENT PRACTICES**

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 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 noncompetitive levels and to deprive the Purchaser of the benefits of free and open competition;
- iii. "Coercive Practice" means impairing or hampering or threatening to impair or harm, directly or indirectly, any person or the property of the person to influence improperly the actions of a person.
  - iv. "Restrictive Practice" means forming a cartel or arriving at any understating or arrangement amongst Bidders with the objective or restricting or manipulating full and fair competition in the Bidding Process.
- 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.

#### **45. PATENT RIGHTS**

The tenderer 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.

#### **46. COUNTRY OF ORIGIN**

All goods and services to be supplied and provided for the contract shall have the origin in India or in the countries with which the Government of India has trade relations.

#### **47. PERFORMANCE SECURITY**

The successful bidder shall furnish performance security to the University for an amount equal to 5% (Five percent) of the total value of the purchase order i.e. base rate of the product plus Comprehensive Maintenance Charges for all the 05 (five) years as quoted by the eligible bidder in the prescribed Price Schedule within 15 (fifteen) days of issue of work order. It shall be in the form of Bank Guarantee issued by a Scheduled Bank in India in the prescribed form as provided in Annexure-IX of this document. The performance security shall remain valid for a period of one month from the date of completion of contract i.e. the date on which the Comprehensive Maintenance Contract of a particular item for the final (fifth) year ends to the best of satisfaction of the University. In the event of any failure/default of the tenderer with or without any quantifiable loss to the department, the amount of the performance security is liable to be

forfeited. The University will release the Performance Security without any interest to the supplier on completion of the tenderer's all contractual obligations.

NOTE: THE COMPREHENSIVE MAINTENANCE CHARGES FOR A PARTICULAR ITEM AND FOR A SPECIFIC YEAR WILL BE PAID TO BILL RAISING AUTHORITY AFTER COMPLETION OF ONE YEAR SUBJECT TO THE SATISFACTION OF THE TENDER INVITING AUTHORITY REGARDING SERVICES PROVIDED.

#### **48. TECHNICAL SPECIFICATIONS AND STANDARDS**

The Goods & Services to be provided by the supplier under this contract shall conform to the technical specifications and quality control parameters mentioned in "Technical Specification" Part-III of under this document.

#### **49. INSPECTION, TESTING AND QUALITY CONTROL**

The Supply, Installation, Testing and Commissioning of Hospital Equipment and Instruments (ENT Shalaky) shall be duly inspected by the committee constituted.

#### **50. TERMS OF DELIVERY**

1. Goods shall be delivered by the tenderer in accordance with the terms of delivery specified in the purchase orders issued during the contract period within specified time period. In case of any delay to deliver in specified period mentioned in the purchase order a penalty of 1% (one per cent) per week of the total value of the contract will be deducted up to a maximum of 10% (ten per cent). Thereafter, if extension for supply is not granted by the Purchaser the supply orders will automatically stand cancelled, Performance Security will be forfeited and the tenderer may be debarred for future supplies.
2. Any supply which is substandard the bidder will have to returned/taken back at his/her own expenditure.
3. The Supplier shall be responsible for any breakage/shortage during transit etc. The purchaser will not pay separately for transit insurance and the supplier will be responsible till the entire items contracted for arrive in good condition at destination.

#### **51. INSURANCE:**

The tenderer shall make arrangements for insuring the goods against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.

#### **52. SPARE PARTS**

The tenderer shall ensure continued supply of the spare parts for the Supply, Installation, Testing and Commissioning of Hospital Equipment and Instruments (ENT/Shalaky) supplied by them to the University for 10 (ten) years from the date of installation and handing over.

#### **53. WARRANTY:**

- i. The successful tenderer shall warrant the equipment's for three (03) years comprehensively that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials.

- ii. In case of any claim arising out of this warranty, the purchaser/consignee shall promptly convey the same in writing to the tenderer. Upon receipt of such notice, the supplier shall, within 07 (seven) days on a 24 (twenty four) hours x 07 (seven) days x 365 (three hundred & sixty five) days basis, repair or replace the defective goods or parts thereof, free of cost, at the final destination. The tenderer 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.
- iii. In the event of any rectification of a defect or replacement of any defective goods during the warranty period, the warranty for the rectified/ replaced goods shall be extended to a further period equivalent to three times of down time period from the date of such rectified/ replaced goods starts functioning to the satisfaction of the purchaser apart from invoking penalty clauses for delay in services.
- iv. If the supplier, having being notified the fault, fails to correct the defect(s) arising either during the warranty or Comprehensive Maintenance Contract period within 03 (three) days on a 24 (twenty four) hours x 07 (seven) days x 365 (three hundred & sixty five) basis, the penalty shall be imposed @ 0.5% (zero point five per cent) per week of the total cost of machine subject to the maximum of 10% (ten per cent) of the total cost the machine.
- v. During Warranty period and CMC period, the supplier is required to visit at each consignee's site at least once in 03 (three) months commencing from the date of the installation for preventive maintenance of the goods apart from the services related calls registered by the consignee/ purchaser.
- vi. CMC shall include preventive maintenance including calibration as per technical/service/ operational manual of the manufacture, service charges and spares, after satisfactory completion of warranty. The CMC period shall commence from the date of successful completion of DLP. Performance Bank Guarantee for CMC shall be submitted afresh before the commencement of CMC period at defined rate of CMC value. Service personnel shall visit each consignee site as recommended in the manufacture's technical/services/ operational manual, at least once in 03 (three) months. CMC shall be including the consumables.

#### **54. SUB CONTRACTS**

The tenderer shall not be allowed to give any subcontract during the contract period to other supplier or agency.

#### **55. TAXES AND DUTIES**

Supplier shall be entirely responsible for all taxes, duties, fees, levies etc. incurred until delivery of the contracted goods to the purchaser. Only GST will be payable as applicable from time to time.

#### **56. TERMS AND MODE OF PAYMENT**

##### **PAYMENT TERMS**

- 1 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.
- 2 Payment shall be made in Indian Rupees as specified in the contract in the following manner by the purchaser:-

(A) 80% (Eighty per cent) payment of the purchase order excluding price quoted for annual CMC charges shall be paid on the submission of the following documents:

- i. Original copy of supplier's invoice showing purchase order number & date, goods description, quantity, unit price and total amount duly verified and stamped from the University with stock page entry including Proof of Delivery (POD).

(B) 20% (Twenty per cent) payment of the purchase order shall be paid after satisfactory installation and commissioning of the installed equipment.

- i. After satisfactory installation and functioning report in original issued by the concerned Head of the Department (within one month from the date of installation).

- 3 The supplier shall not claim any interest on payments under the contract.
- 4 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.
- 5 The price quoted for CMC shall be paid on yearly basis after successful completion of said period duly certified by the user.

#### **57. DELAY IN THE SUPPLIER'S PERFORMANCE**

- 1 The supplier shall deliver the goods and perform the services under the contract within the time schedule specified by the University and as incorporated in the contract.
- 2 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 the following actions: -
- 3 A penalty of 1% (one per cent) per week of the total value of the equipment goods will be deducted up to a maximum of 10% (ten per cent). Thereafter, if extension for supply is not granted by the University, the supply orders will automatically stand cancelled. Performance security will be forfeited and the tenderer may be debarred for future supplies

#### **58. LIQUIDATED DAMAGES**

If the successful bidder fails to deliver any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, the University shall, without prejudice to other rights and remedies available to the University under the contract deduct from the purchase price, as liquidated damages.

#### **59. TERMINATION FOR INSOLVENCY**

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 University.

## **60. FORCE MAJEURE**

- i. Notwithstanding the provisions contained in above 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.
- ii. 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, excluding by its management, and freight embargoes.
- iii. If a Force Majeure situation arises, the supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof within fifteen days of occurrence of such event. Unless otherwise directed by the purchaser 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.
- iv. 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.
- v. In case due to a Force Majeure event the purchaser is unable to fulfill its contractual commitment and responsibility, the purchaser will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

## **61. NOTICES**

- i. 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 or e-mail 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.
- ii. 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.

## **62. RESOLUTION OF DISPUTES**

- (i) If dispute or difference of any kind shall arise between the purchaser 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.
- (ii) If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, the University shall constitute a committee for arbitration.
- (iii) Venue of Arbitration: The venue of arbitration shall be subject to civil jurisdiction of Municipal limits of Kurukshetra Town, Kurukshetra.

## **63. APPLICABLE LAW/ LEGAL JURISDICTION**

The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force. All legal disputes are subject to the jurisdiction of Kurukshetra courts only.

#### 64. GENERAL/ MISCELLANEOUS CLAUSES

- (i) The Supplier shall at all times, indemnify and keep indemnified the Purchaser against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Contract.
- (ii) The Supplier shall, at all times, indemnify and keep indemnified the Purchaser 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 behalf of the supplier/its associate/affiliate etc.
- (iii) All claims regarding indemnity shall survive the termination or expiry of the contract.

#### 65. TRAINING:

Onsite training to Doctors/Technicians/staff is to be provided by Manufacturer/Principal National Distributor for operation and maintenance of the equipment's to the satisfaction of the University.

### PART-III

#### **SPECIAL CONDITIONS OF CONTRACT**

1. The bidder shall confirm pre-requisite for installation completed on site which will be borne by the bidder.
2. The selected bidder shall submit proper benchmark of the item/equipment with proper Govt. order copy.
3. The bidder/manufacturer shall submit the relevant certification from US FDA and European CE with 4 digits notified no. (MDR Transition).
4. Bidder has to appoint for Supply, Installation, Testing and Commissioning of Hospital Equipment and Instrument by certified or qualified personnel.
5. Bidder to provide user training to end user during installation.
6. The manufacturer should have manufacturer system certified to ISO-9001 and 13485.
7. The bidder shall comply all the relevant safety standards such as IEC-61010 and IEC-60601 etc.
8. The bidder shall provide equipment Installation, Operation, Maintenance/Service manuals in English.
9. The bidder shall submit the spare part list and accessories list including the cost which shall remain freeze for completion of CMC period.
10. All spare parts/software updates should be provided free of cost during Warranty and CMC period.
11. The bidder shall provide valid factory calibrated certificate stating that the equipment has been calibrated from the factory.
12. Additional clause for comprehensive maintenance charges:
  - a) CMC shall include preventive maintenance including calibration as per technical/service /operational manual of the manufacturer, service charges and spares, after satisfactory completion of Warranty. During the CMC period commencing from date of the successful completion of warranty period Service personnel shall visit the site as recommended in the manufacturer's technical/service /operational manual, at least once in three months or as per user requirement. Cost of consumables shall not be included in CMC.
  - b) GST shall be applicable as per rules as amended from time to time, on the CMC Charges quoted.
  - c) The payment of CMC will be made on annual basis after satisfactory completion of said period, duly certified by end user.
  - d) Since CMC charges are to be paid only later for each year during CMC period, applicable performance guarantee amount after placement of contract shall be based on the cost of equipment excluding the cost of CMC Charges.
  - e) Performance bank guarantee applicable for CMC is to be submitted at start of the CMC and shall be applicable on total CMC Charges. The PBG submitted after award of contract shall be released only after new PBG for the CMC period is submitted and accepted by the University after due verification. Bank guarantee for CMC is to remain valid till completion of CMC period plus one month. The bank guarantee for

CMC shall be submitted to the University directly. In case, bidder fails to submit the PBG or does not provide services for the CMC contract after expiry of warranty period then PBG of equipment shall be forfeited.

- f) The CMC Contract shall be an offline contract to be handled by the University. The payment of CMC will be made on annual basis after satisfactory completion of said period, duly certified by end user.
- g) CMC Charges are inclusive of all the charges for Transportation, Lodging, Boarding, all insurances including third party insurance and all other incidental charges. The prices also include cost of spares and damaged parts. The University does not have any liability, whatsoever, over and above the cost of CMC. It also includes for arranging hand tools & tackles, special tools etc. required to carry out the work.
- h) CMC includes preventive maintenance visit, one in each quarter or as per manual of manufacturer.

Emergency visit any number of times.

Testing, software update and calibration as per operational manual of OEM.

Labor spare parts and any other logistics.

## PART-IV

### List and General Specification of Equipment/ Instrument

List of Equipment's and Instruments				
S. No.	Short Description of goods	Quantity	Warranty Period	CMC period after warranty/ DLP
1.	ENDOSCOPY UNIT	01	03 Years	5 years
2.	TYMPANOPLASTY SET	01	01 Year	Not applicable
3.	SEPTOPLASTY SET	01	01 Year	Not applicable

#### 1. ENDOSCOPY UNIT

- **4K Camera System**

- The system should be Digital endoscopic video camera with maximum Resolution of 3840 X 2160 pixels, progressive scan to guarantee genuine 4K.
- The system should have facility of 3x Digital Zoom Lens or more.
- The system should have facility for capturing 4K UHD HD Stills and FULL HD Videos in External USB drive.
- System should have facility to offer various visualization modes for surgery and diagnosis by shifting the color spectrum like **BLUE & GREEN** light for recognition of the finest tissue Structures and their differentiation.
- Picture in Picture of visualization modes.
- Automatic adjustment of light intensity of light source.
- Should be upgradable to 4K resolution 3D and NIR/ICG facility.

#### Technical Specifications:

Pixels 3840 X 2160 Pixels

AGC: Microprocessor controlled

Lens: Integrated Zoom Lens f= 18 mm

Color Space: BT.2020 emulation

Control buttons: 3 (2 of them freely programmable).

Video output: 1 Display Port 1.2, 1 x DVI-D output, 1 x 12G-SDI output, 3 x camera input for communication with compatible camera modules, LAN connection, 4 x USB connection (2 x front, 2x back).

Input: Keyboard input for character generator

Power Supply: 200-240 VAC 50/60 Hz

Certified to: IEC 601-1, 601-2-18, CSA 22.2 No. 601, 2601 and CE according to MDD, protection class I/cf defib

- **32 Inch 4K Monitor**

The monitor should have:

- Color Space – BT.2020 emulation, Adobe RGB 97%
- Aspect ratio: 16:9

- Screen Diagonal: 32"
- Effective Resolution: 3840 X 2160 Pixels
- Brightness: 350cd/ m2
- Max. observation angle: 178° vertical/horizontal.
- Inputs: 1 x DP 1.2 ,1XDVI-D ,1 x 3G-SDI , 1X 12G SDI
- Outputs: 1 x DVI-D , 1 x DP 1.2 ,1X 12GSDI
- Contrast ratio: 1500:1.
- Certified to: ANSI/AAMI ES60601-1:2005, UL 60601-1, CAN/CSA C22.2 NO.60601-1:14 und EN 60601-1.
- CE label according to MDD, class I.
- **LED 175 with Fiber optic cable**
  - Should have touch display which provides an intuitive & user-friendly interface that directly displays relevant data
  - Cold Light Fountain LED Light Source equivalent to xenon 300
  - Color Temperatures 6000K
  - Light Outlets – 1
  - Lamp life of approx. 30,000 hrs
  - 4.8mm Fiber Optic Cable and 300cm Long
  - Certified To: - IEC 601-1 & UL 544 CE According to MDD, protection class I/CF
- **Endoscopes:**
  - Wide Angle Straight Forward Telescope 0°, diameter 4 mm, length 18-19 cm, autoclavable, Fiber optic light transmission incorporated
  - Wide Angle Forward-Oblique Telescope 30°, enlarged view diameter 4 mm, length 18-19 cm, autoclavable, Fiber optic light transmission incorporated
  - Wide Angle Lateral Telescope 70°, enlarged view diameter 4 mm, length 18-19 cm, autoclavable, Fiber optic light transmission incorporated
  - Telescopes 4mm, length 18-19 cm, autoclave, Variable direction of view from 15° -90° adjustable knob for selecting the desired direction of view. Fiber optic light transmission incorporated along with Irrigation and Suction Sheath
- **4k Documents System (Recorder)**
- **Trolley from Same OEM**
- **General Comments:**
  - 1. US FDA & European CE certificate
  - 2. All the instruments including telescopes & trolley should be from the same manufacturer
  - 3. OEM should have ISO 13485:2016 certified service process in India

## 2. TYMPANOPLASTY SET

All the instruments should be made of high quality stainless steel material & no any chances of rust should be there

Sr. No.	DESCRIPTION
1	hartman ear speculam black finish set of 4
2	aural speculum shea

3	plaster retractor 2x2 prongs (mastroid)
4	wullstein retractor 3x3 prongs
5	nasal packing forceps (tilly)
6	micro suction no 12.14.16.18.20
7	suction Adoptor
8	micro cup forceps
9	micro scissor
	<i>micro crocodile forceps</i>
11	<i>malleus nipper upward</i>
12	micro needle straight
13	micro needle curved
14	plaste flap knife
15	rosen circler knife 45 digre angle
16	sickle knife
17	micro pick 90 degree 0.8mm
18	micro instruments box double matt

### 3. SEPTOPLASTY SET

- All the instruments should be made of high quality stainless steel and there should be no any chances of rust.
- The hinges should be rust proof.
- The instruments should be guaranteed against metal fatigue and rust proof for 3 years.
- The instruments surface should be non-reflective.
- Instruments should be CE/USFDA/BIS Certified.

#### Septoplasty Surgery Set

SR. No.	DESCRIPTION	Qty
1	B.P handle	01
2	Knapp scissor	01
3	Osteotom 2mm 4mm	02
4	gouge st.and bayonet	02
5	Hamar	01
6	allar retractor	01
7	freer elevator	01
8	ash.s and walsham forceps	02
9	Killian speculam	04
10	Blaksiliy forceps St.curv	02
11	suction canula set of 4	04
12	turbinectomy scissor	01
13	Africh retractor	01