

e-TENDER ENQUIRY DOCUMENT

FOR PURCHASE OF SCIENTIFIC EQUIPMENT

FOR AND ON-BEHALF OF

**Indian Pharmacopoeia Commission
Ministry of Health & Family Welfare
Govt. of India**

HLL/PCD/IPC-12/18-19



BY

HLL Lifecare Limited

(A GOVERNMENT OF INDIA ENTERPRISE)

Procurement & Consultancy Services Division

B-14 A, Sector-62,

Noida-201 307

PHONE: 0120-4071500

FAX: 0120-4071579

URL: www.lifecarehll.com

Email: pcd@hllhites.com

INDEX

Section	Topic	Page No.
Section I	– Notice inviting e-Tenders-----	03
Section II	– General Instructions to Tenderers (GIT) -----	07
Section III	– Special Instructions to Tenderers (SIT) -----	32
Section IV	– General Conditions of Contract (GCC) -----	33
Section V	– Special Conditions of Contract (SCC) -----	49
Section VI	– List of Requirements -----	50
Section VII	– Technical Specifications -----	53
Section VIII	– Quality Control Requirements -----	112
Section IX	– Qualification Criteria -----	113
Section X	– Tender Form -----	116
Section XI	– Price Schedules -----	117
Section XII	– Questionnaire -----	118
Section XIII	– Bank Guarantee Form for EMD -----	119
Section XIV	– Manufacturer’s Authorisation Form -----	120
Section XV	– Bank Guarantee Form for Performance Security /CMC Security -----	121
Section XVI	– Contract Form (A & B) -----	122
Section XVII	– Performa of Consignee Receipt Certificate -----	126
Section XVIII	– Performa of Final Acceptance Certificate by the Consignee -----	127
Section XIX	– Instructions from Ministry of Shipping/Surface Transport (Annexure 1) -----	129
Section XX	– Check List for the Tenderers -----	133
Section XXI	– Consignee details-----	137
Appendix A	- DIPP Order.....	145
Appendix B	- Integrity Pact.....	151

SECTION I
Notice Inviting e-Tenders (NIEt)
HLL Lifecare Limited
(A GOVERNMENT OF INDIA ENTERPRISE)
Procurement & Consultancy Services Division
B-14 A, Sector-62, Noida-201 307
URL: www.lifecarehll.com
Email: pcd@hllhites.com
PHONE: 0120-4071500
FOR
Indian Pharmacopoeia Commission
GOVT OF INDIA
MINISTRY OF HEALTH & FAMILY WELFARE

e-Tender Enquiry No: HLL/PCD/IPC-12/18-19

Dated 26.02.2019

Notice Inviting e-Tenders (NIEt)

(1) Procurement & Consultancy Services Division of HLL Lifecare Ltd, for and on behalf of Indian Pharmacopoeia Commission invites e-tenders, from eligible and qualified tenderers for supply and installation of the following equipment at IPC Ghaziabad :

Sl. No.	Event No.	Name of Instruments	Qty. (Nos.)	EMD	Tender Processing Fee
1	3000003759	LC-MS/MS (QQQ)	1	₹ 2,60,000.00	₹ 3,540.00
2	3000003760	GC-HS	1	₹ 70,000.00	₹ 1,180.00
3	3000003761	CHNS	1	₹ 40,000.00	₹ 590.00
4	3000003762	High-Performance Liquid Chromatograph with Ultraviolet Detector	25	₹ 10,00,000.00	₹ 3,540.00
5	3000003763	High-Performance Liquid Chromatograph with PDA/DAD/RI/FLD	1	₹ 60,000.00	₹ 1,180.00
6	3000003764	Dissolution Apparatus with Auto Sampler	2	₹ 20,000.00	₹ 236.00
7	3000003765	Disintegration Test Equipment (1 basket for 6 tablets)	1	₹ 4,000.00	₹ 118.00
8	3000003766	Ultraviolet/ Visible Spectrophotometer	3	₹ 42,000.00	₹ 590.00
9	3000003767	FT-Infrared Spectrophotometer with Pellet Press	1	₹ 4,000.00	₹ 118.00
10	3000003768	Karl Fischer Titrator (Semi-Micro Determination of Water)	2	₹ 28,000.00	₹ 590.00
11	3000003769	Potentiometric Titrimeter	2	₹ 40,000.00	₹ 590.00
12	3000003770	Pharma Refrigerator (2-8°C)	25	₹ 1,50,000.00	₹ 2,360.00
13	3000003771	Analytical Balance	10	₹ 60,000.00	₹ 1,180.00
14	3000003772	Top loading Balance	2	₹ 8,000.00	₹ 118.00
15	3000003773	Melting- Point Apparatus	2	₹ 4,000.00	₹ 118.00
16	3000003774	Ph meter	5	₹ 5,000.00	₹ 118.00

17	3000003775	Polarimeter with Multi Wavelength	1	₹ 24,000.00	₹ 590.00
18	3000003776	Hot Air Drying oven (200 litres)	1	₹ 4,000.00	₹ 118.00
19	3000003777	Vacuum Drying Oven with Mapping (30 litres)	5	₹ 15,000.00	₹ 236.00
20	3000003778	Muffle Furnace	5	₹ 20,000.00	₹ 236.00
21	3000003779	Centrifuge (Table-Top Model, 4-Place Swing Rotor) with Temperature Control	1	₹ 1,000.00	₹ 118.00
22	3000003780	Sonicator/Ultrasonic Bath	10	₹ 30,000.00	₹ 590.00
23	3000003781	Water Purification System	3	₹ 42,000.00	₹ 590.00
24	3000003782	Orbital Water Bath Shaker	2	₹ 4,000.00	₹ 118.00
25	3000003783	Viscometer	1	₹ 4,000.00	₹ 118.00
26	3000003784	Digital Refractor Meter	1	₹ 14,000.00	₹ 236.00
27	3000003785	HPTLC with MS	1	₹ 3,00,000.00	₹ 3,540.00
28	3000003786	Deep Freezer(-80°C)	1	₹ 10,000.00	₹ 118.00
29	3000003787	Raman Spectroscope	1	₹ 60,000.00	₹ 1,180.00
30	3000003788	GCMS-MS (QQQ) with HS	1	₹ 1,60,000.00	₹ 2,360.00
31	3000003789	XRD	1	₹ 60,000.00	₹ 1,180.00
32	3000003790	Dissolution Apparatus	8	₹ 48,000.00	₹ 590.00
33	3000003791	Antibiotic Zone Reader	1	₹ 50,000.00	₹ 590.00
34	3000003792	Liquid Particle Counter	1	₹ 14,000.00	₹ 236.00
35	3000003793	Air Particle Counter	1	₹ 6,000.00	₹ 118.00
36	3000003794	Close Sterility Test System	1	₹ 26,000.00	₹ 590.00
37	3000003795	Vertical Gel Electrophoresis Apparatus with Western Blotting Apparatus	1	₹ 48,000.00	₹ 590.00
38	3000003796	Elisa Reader with Washer	1	₹ 24,000.00	₹ 590.00
39	3000003797	Refrigerated Centrifuge	1	₹ 12,000.00	₹ 236.00
40	3000003798	Deep Freezer (-20°C)	1	₹ 16,000.00	₹ 236.00
41	3000003799	Deep Freezer (-70°C)	1	₹ 20,000.00	₹ 236.00
42	3000003800	Water Bath with Shaker	1	₹ 4,000.00	₹ 118.00
43	3000003801	Horizontal Gel Electrophoresis	1	₹ 4,000.00	₹ 118.00
44	3000003802	Hot Air Oven	1	₹ 3,000.00	₹ 118.00
45	3000003803	Electronic Balance	1	₹ 26,000.00	₹ 590.00
46	3000003804	Water Purification System	1	₹ 14,000.00	₹ 236.00
47	3000003805	Vacuum Desiccators	1	₹ 2,000.00	₹ 118.00

(2) e-Tender Enquiry No.: HLL/PCD/IPC-12/18-19

Sl No.	Description	Schedule
i.	Pre-Tender meeting date and time	08.03.2019,11:00 hrs IST
iii.	Closing date & time for submission of Tender Processing fee and EMD in physical form	29-March-2019,1400 hrs (IST)
iv	Closing date & time for submission of online tenders	29.03.2019 at 13:00 hrs (IST)
v	Time and date of opening of online tenders	29.03.2019 at 14:30 hrs (IST)

SI No.	Description	Schedule
vi	Venue for :- <ul style="list-style-type: none"> • Pre-Tender Meeting • Submission of Tender fee, EMD in physical form. • E-Tender Opening-Techno-Commercial tender 	HLL Lifecare Limited, (A Government of India Enterprise), Procurement & Consultancy Services Division, B-14 A, Sector-62, Noida-201307

SPECIFIC Instructions for e-Tender Participation:-

- Tenderers should have valid Class 3 Digital Signature Certificate with encryption.
- Tenderers are requested to read the "Bidders Help documents" on e-Tender web site link before proceeding for tendering.
- The prospective Tenderers have to register with the E-procurement system of HLL at <https://etender.lifecarehll.com/irj/portal>. On completion of the registration process, the Tenderers will be provided user ID and password within 48 hours (excepting non-working days). In order to submit the tenders electronically Tenderers are required to have a valid Class 3 -B Digital Signature Certificate (signing and encryption/ decryption certificates).
- Post receipt of User ID & Password, Tenderers can log on for downloading & uploading Tender document.
- The Tenderers shall submit Tender processing fee and EMD in physical form at the scheduled time and venue.**
- Tenderers may download Tender Enquiry documents from the web site www.lifecarehll.com or www.eprocure.gov.in/cppp or <https://etender.lifecarehll.com/irj/portal>.
- The submission of tender online can only be done thru' <https://etender.lifecarehll.com/irj/portal>.
- The bidders shall submit the required Processing Fee (in form of Demand Draft or Banker"s Cheque) and EMD (as per GIT clause no. 19.3) in physical form in favour of "HLL Lifecare Limited" at the scheduled time and venue. **Processing Fee is required from all the bidders irrespective of their registration with NSIC or any other Govt. Organisation.**
- Prospective bidders may send their queries 02 (two) days before the pre-bid meeting so that they can be studied and addressed during pre-bid meeting. Query can also be raised during pre-bid meeting. No queries/ representations will be entertained after pre-bid meeting
- All prospective Tenderers may attend the Pre Tender meeting. The venue, date and time indicated above.
- All the tender related documents to be scanned in .pdf format with lower resolution and 100% readability and submitted online. The bidders shall not submit any other documents in physical form other than the documents mentioned at point no 7 above.
- Tenderers shall ensure that their tenders complete in all respects, are submitted **online through HLL's e-portal (as described above) ONLY. No DEVIATION is acceptable.**

IMPORTANT NOTE :-Tender fee and EMD (As applicable) should be deposited in the Tender Box located at HLL Lifecare Limited, Procurement and Consultancy Division, B-14 A, Sector-62, Noida-

201307, Uttar Pradesh on or before 29- March-2019,1400 hrs (IST) . Submission beyond stipulated date & time would result in REJECTION of Tender.

**For and on behalf of Indian Pharmacopoeia Commission
Head (P & CD)
HLL Lifecare Limited,
Procurement and Consultancy Services Division
B-14 A, Sector -62, Noida -201307,Uttar Pradesh**

SECTION - II
GENERAL INSTRUCTIONS TO TENDERERS (GIT)
CONTENTS

Sl. No.	Topic	Page No.
A	PREAMBLE	
1	Definitions and Abbreviations	9
2	Introduction	10
3	Availability of Funds	11
4	Language of Tender	11
5	Eligible Tenderers	11
6	Eligible Goods and Services	11
7	Tendering Expense	11
B	TENDER ENQUIRY DOCUMENTS	
8	Contents of Tender Enquiry Documents	11
9	Amendments to Tender Enquiry Documents	12
10	Clarification of Tender Enquiry Documents	12
C	PREPARATION OF TENDERS	
11	Documents Comprising the Tender	13
12	Tender Currencies	14
13	Tender Prices	15
14	Indian Agent	17
15	Firm Price / Variable Price	18
16	Alternative Tenders	18
17	Documents Establishing Tenderer's Eligibility and Qualifications	18
18	Documents Establishing Good's Conformity to Tender Enquiry Document	18
19	Earnest Money Deposit (EMD)	19
20	Tender Validity	19
21	Signing and Sealing of Tender	20

D	SUBMISSION OF TENDERS	
22	Submission of Tenders	20
23	Late Tender	21
24	Alteration and Withdrawal of Tender	21
E	TENDER OPENING	
25	Opening of Tenders	21
F	SCRUTINY AND EVALUATION OF TENDERS	
26	Basic Principle	22
27	Preliminary Scrutiny of Tenders	22
28	Minor Infirmary/Irregularity/Non-Conformity	23
29	Discrepancy in Prices	23
30	Deleted	23
31	Qualification Criteria	23
32	Conversion of Tender Currencies to Indian Rupees	24
33	Schedule-wise Evaluation	24
34	Comparison of Tenders	24
35	Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders	24
36	Tenderer's capability to perform the contract	27
37	Contacting the Purchaser	27
G	AWARD OF CONTRACT	
38	Purchaser's Right to Accept any Tender and to Reject any or All Tenders	28
39	Award Criteria	28
40	Variation of Quantities at the Time of Award	28
41	Notification of Award	28
42	Issue of Contract	28
43	Non-receipt of Performance Security and Contract by the Purchaser/Consignee	29
44	Return of EMD	29
45	Publication of Tender Result	29
46	Corrupt or Fraudulent Practices	29

SECTION – II GENERAL INSTRUCTIONS TO TENDERERS (GIT)

A. PREAMBLE

1. Definitions and Abbreviations

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

1.2. Definitions:

- (i) “Purchaser” means the organization purchasing goods and services as incorporated in the Tender Enquiry document.
- (ii) “e-Tender” means Bids / Quotation / Tender received from a Firm / Tenderer / Bidder.
- (iii) “Tenderer” means Bidder/ the Individual or Firm submitting Bids / Quotation / Tender
- (iv) “Supplier” means the individual or the firm supplying the goods and services as incorporated in the contract.
- (v) “Goods” means the articles, material, commodities, livestock, furniture, fixtures, raw material, spares, instruments, machinery, equipment, medical equipment, industrial plant etc. which the supplier is required to supply to the purchaser under the contract.
- (vi) “Services” means services allied and incidental to the supply of goods, such as transportation, installation, commissioning, provision of technical assistance, training, after sales service, maintenance service and other such obligations of the supplier covered under the contract.
- (vii) “Earnest Money Deposit” (EMD) means Bid Security/ monetary or financial guarantee to be furnished by a tenderer along with its tender.
- (viii) “Contract” means the written agreement entered into between the purchaser and/or consignee and the supplier, together with all the documents mentioned therein and including all attachments, annexure etc. therein.
- (ix) “Performance Security” means monetary or financial guarantee to be furnished by the successful tenderer for due performance of the contract placed on it. Performance Security is also known as Security Deposit.
- (x) “Consignee” means the Hospital/Institute/Medical College/ person to whom the goods are required to be delivered as specified in the Contract. If the goods are required to be delivered to a person as an interim consignee for the purpose of despatch to another person as provided in the Contract then that “another” person is the consignee, also known as ultimate consignee.
- (xi) “Specification” means the document/standard that prescribes the requirement with which goods or service has to conform.
- (xii) “Inspection” means activities such as measuring, examining, testing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement to determine conformity.
- (xiii) “Day” means calendar day.
- (xiv) “Local supplier” means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed under this Order or by the competent Ministries/ Departments in pursuance of this order.
- (xv) “Local content” means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value in percent.
- (xvi) “Margin of purchase preference” means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference.

1.3 Abbreviations:

- (i) “TED” means Tender Enquiry Document.
- (ii) “NleT” means Notice Inviting e-Tenders.
- (iii) “GIT” means General Instructions to Tenderers
- (iv) “SIT” means Special Instructions to Tenderers
- (v) “GCC” means General Conditions of Contract
- (vi) “SCC” means Special Conditions of Contract
- (vii) “DGS&D” means Directorate General of Supplies and Disposals
- (viii) “NSIC” means National Small Industries Corporation
- (ix) “PSU” means Public Sector Undertaking
- (x) “CPSU” means Central Public Sector Undertaking
- (xi) “LSI” means Large Scale Industry
- (xii) “SSI” means Small Scale Industry
- (xiii) “LC” means Letter of Credit
- (xiv) “DP” means Delivery Period
- (xv) “BG” means Bank Guarantee
- (xvi) Deleted
- (xvii) “CD” means Custom Duty
- (xviii) Deleted
- (xix) Deleted
- (xx) “GST” means Goods & Sales Tax
- (xxi) “RR” means Railway Receipt
- (xxii) “BL” means Bill of Lading
- (xxiii) “FOB” means Free on Board
- (xxiv) “FCA” means Free Carrier
- (xxv) “FOR” means Free On Rail
- (xxvi) “CIF” means Cost, Insurance and Freight
- (xxvii) “CIP (Destinations)” means Carriage and Insurance Paid up to named port of destination. Additionally the Insurance (local transportation and storage) would be extended and borne by the Supplier from ware house to the consignee site for a period including 3 months beyond date of delivery.
- (xxviii) “DDP” means Delivery Duty Paid named place of destination (consignee site)
- (xxix) “INCOTERMS” means International Commercial Terms as on the date of Tender Opening
- (xxx) ”MOH&FW” means Ministry of Health & Family Welfare, Government of India
- (xxxi) “CMC” means Comprehensive maintenance Contract (labour, spare and preventive maintenance)
- (xxxii) “IPC” means Indian Pharmacopoeia Commission

2. Introduction

- 2.1 The Purchaser has issued these TE documents for purchase of goods and related services as mentioned in Section – VI – “List of Requirements”, which also indicates, *interalia*, the required delivery schedule, terms and place of delivery.
- 2.2 This section (Section II - “General Instruction Tenderers”) provides the relevant information as well as instructions to assist the prospective tenderers in preparation and submission of tenders. It also includes the mode and procedure to be adopted by the purchaser for receipt and opening as well as scrutiny and evaluation of tenders and subsequent placement of contract.

- 2.3 The tenderers shall also read the Special Instructions to Tenderers (SIT) related to this purchase, as contained in Section III of these documents and follow the same accordingly. Whenever there is a conflict between the GIT and the SIT, the provisions contained in the SIT shall prevail over those in the GIT.
- 2.4 Before formulating the tender and submitting the same to the purchaser, the tenderer should read and examine all the terms, conditions, instructions, checklist etc. contained in the TE documents. Failure to provide and/or comply with the required information, instructions etc. incorporated in these TE documents may result in rejection of its tender.

3. Availability of Funds

- 3.1 Deleted

4. Language of Tender

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

5. Eligible Tenderers

- 5.1 This invitation for tenders is open to all suppliers who fulfil the eligibility criteria specified in these documents.

6. Eligible Goods and Services

- 6.1 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 mined, grown, produced, or manufactured or from where the related services are arranged and supplied.

7. Tendering Expense

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

B. e-TENDER ENQUIRY DOCUMENTS

This tender document should be read in conjunction with the Notice Inviting e-Tender (NIeT) a copy of which is enclosed with this document. All clauses should be read in conjunction with any other instructions given else where in this document on the same subject matter of the clause.

8. Content of e-Tender Enquiry Documents

- 8.1 In addition to Section I – “Notice inviting e-Tender” (NIeT), the TE documents include:

- Section II – General Instructions to Tenderers (GIT)
- Section III – Special Instructions to Tenderers (SIT)
- Section IV – General Conditions of Contract (GCC)
- Section V – Special Conditions of Contract (SCC)
- Section VI – List of Requirements
- Section VII – Technical Specifications
- Section VIII – Quality Control Requirements
- Section IX – Qualification Criteria
- Section X – Tender Form
- Section XI – Price Schedules
- Section XII – Questionnaire
- Section XIII – Bank Guarantee Form for EMD
- Section XIV – Manufacturer's Authorisation Form
- Section XV – Bank Guarantee Form for Performance Security/CMC Security
- Section XVI – Contract Forms A & B
- Section XVII – Proforma of Consignee Receipt Certificate
- Section XVIII – Proforma of Final Acceptance Certificate by the consignee
- Section XIX – Instructions from Ministry of Shipping/ Surface Transport (Annexure 1 & 2)
- Section XX – Check List for the Tenderers
- Section XXI – Consignee List
- **Appendix A – DIPP – Public Procurement (Preference to Make in India), Order 2017**
- **Appendix B – Integrity pact**

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

9. Amendments to TE documents

- 9.1 At any time prior to the deadline for submission of tenders, the purchaser may, for any reason deemed fit by it, modify the TE documents by issuing suitable amendment(s) to it.
- 9.2 Such an amendment will be notified in writing by registered/speed post or by fax/telex/e-mail, followed by copy of the same by registered post to all prospective tenderers, which have received the TE documents and will be binding on them.
- 9.3 In order to provide reasonable time to the prospective tenderers to take necessary action in preparing their tenders as per the amendment, the purchaser may, at its discretion extend the deadline for the submission of tenders and other allied time frames, which are linked with that deadline.

10. Clarification of TE documents

- 10.1 A tenderer requiring any clarification or elucidation on any issue of the TE documents may take up the same with the purchaser in writing on their letter head duly signed and scanned through email to pcd@hllhites.com and bmenoida@hllhites.com. The purchaser will respond in writing to such request provided the same is received by the purchaser before the pre-tender meeting (unless otherwise specified in the SIT). Any request received after this date shall not be taken into account for consideration.

C. PREPARATION OF e-TENDERS

11. Documents Comprising the e-Tender

11.1 The tender shall be submitted **ONLINE ONLY, EXCEPT TENDER FEE & EMD** (in physical form) as mentioned below:

(i) Technical Bid (Consisting of Techno-Commercial bids in excel format provided with the tender enquiry along with the supporting documents i.e. scanned copies of Tender Processing Fee, EMD, Eligibility Criteria & Technical Specifications viz. Product Specification Sheets/Brochures, OEM Certificate, etc.) has to be attached in the C-folder of e-tendering module. Bidders have to ensure that the documents uploaded in pdf format are legible.

(ii) Price Bid has to be submitted in the prescribed excel format provided with the tender enquiry.

DO NOT'S

Tenderers are requested **NOT** to submit the hard copy of Financial Bid along with the physical form of tender. In case the hard copy of financial bid is submitted in physical form, the tender shall be straightway rejected. Also, uploading of the price bid in prequalification bid or technical bid will **RESULT IN REJECTION** of the tender.

A) Techno – Commercial Tender (Un priced Tender)

All Technical details {eg. Eligibility Criteria requested (as mentioned below)} should be attached in C-Folder of e-tendering module, failing which the tender stands invalid & REJECTED.

Tenderers shall furnish the following information along with technical tender (in pdf format):

- i) Techno-Commercial Bid in excel format provided with the tender enquiry
- ii) Earnest money furnished in accordance with GIT clause 19.1 alternatively, documentary evidence as per GIT clause 19.2 for claiming exemption from payment of earnest money.
- iii) Tender Form as per Section X.
- iii) Documentary evidence, as necessary in terms of clauses 5 and 17 establishing that the tenderer is eligible to submit the tender and, also, qualified to perform the contract if its tender is accepted.
- iv) Tenderer/Agent who quotes for goods manufactured by other manufacturer shall furnish Manufacturer's Authorisation Form as per Section XIV.
- v) Power of Attorney issued by Competent Authority in favour of the person **who is digitally signing/ uploading the tender(s)**
and signatory of Manufacturer's Authorisation Form
- vi) Documents and relevant details to establish in accordance with GIT clause 18 that the goods and the allied services to be supplied by the tenderer conform to the requirement of the TE documents.
- vii) Performance Statement as per section IX along with relevant copies of orders and end users' satisfaction certificate.
- viii) Price Schedule(s) as per Section XII filled up with all the details including Make, Model etc. of the goods offered with prices blank (without indicating any prices).
- ix) Certificate of Incorporation in the country of origin.
- x) Checklist as per Section XX.
- xi) Self-Attested copies of GST registration certificate and PAN Card.

- xii) Non conviction /no pending conviction certification issued by Notary on judicial stamp paper for preceding three years.
- xiii) Self-Attested copies of quality certificates i.e. ISO/ US FDA /CE /BIS Certificates issued by competent authority, if applicable.
- xiv) Documentary evidence stating the status of bidder.
- xv) Self-attested copies of annual report, audited balance sheet and profit & loss account for preceding three years from the date of tender opening.
- xvi) Notarized affidavit that tenderer does not have any relation with the person authorized to evaluate technically or involve in finalizing the tender or will decide the use of tendered items.
- xvii) A self-declaration on Rs. 10/-non-judicial Stamp Paper that the rates quoted in the tender are the lowest and not quoted less than this to any Government Institution (State/Central/ other Institute in India) during last two years.
- xviii) Copies of original product catalogues / data sheet must be enclosed of all quoted items.
- xix) ***The Integrity pact (At Appendix-B) shall be a part and parcel of this document and has to be signed by bidder(s) at the pre-tendering stage itself, as a pre-bid obligation and should be submitted along with the Techno-Commercial Bids. All bidders are bound to comply with the integrity pact clauses.***

B) Price Bid:

Prices are to be quoted in the prescribed Price Bid format in excel provided along with the tender enquiry in the e-tender portal. The price should be quoted for the accounting unit indicated in the e-tender document.

Note:

(i) The bidder has to be diligent while filling up the Techno-Commercial Bid and Price Bid provided in excel formats and must not tamper with the contents of the sheets.

(ii) Price Bid has to be submitted in the prescribed excel format provided with the tender enquiry. If any bidder quotes NIL charges / Consideration (Either for equipment, CMC or Turnkey etc.) the bid shall be treated as unresponsive and will not be considered.

(iii) It is the responsibility of bidder to go through the TE document to ensure furnishing all required documents in addition to above, if any.

(iv) The bidders have to follow the steps listed in *Bidding Manual – Attachment Mode* available in the *Bidder Help Documents* of e-tender portal login screen for uploading the Price Bid.

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

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

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

12. Tender currencies

12.1 The tenderer supplying indigenous goods or already imported goods shall quote only in Indian Rupees.

- 12.2 For imported goods if supplied directly from abroad, prices shall be quoted in any freely convertible currency say US Dollar, Euro, GBP or Yen. **As regards price(s) for allied services, if any required with the goods, the same shall be quoted in Indian Rupees only if such services are to be performed /undertaken in India. Commission for Indian Agent, if any and if payable shall be indicated in the space provided for in the price schedule and will be payable in Indian Rupees only.**
- 12.3 **Tenders, where prices are quoted in any other way shall be treated as non -responsive and rejected.**

13 Tender Prices

- 13.1 The Tenderer shall indicate on the Price Schedule provided under Section XI all the specified components of prices shown therein including the unit prices and total tender prices of the goods and services it proposes to supply against the requirement. All the columns shown in the price schedule should be filled up as required. 13.2 If there is more than one schedule in the List of Requirements, the tenderer has the option to submit its quotation for any one or more schedules and, also, to offer special discount for combined schedules. However, while quoting for a schedule, the tenderer shall quote for the complete requirement of goods and services as specified in that particular schedule.
- 13.3 The quoted prices for goods offered from within India and that for goods offered from abroad are to be indicated separately in the applicable Price Schedules attached under Section XI.
- 13.3.1 The price quoted by the tenderer for indigenous goods shall not be higher than the lowest price charged for the goods of the same nature, class or description to an individual/firm/organisation or department of Govt. of India.
- 13.3.2 For imported goods, the price quoted shall not be higher than the lowest price charged by the tenderer for the goods of the same nature, class or description to a purchaser, domestic or foreign or to any organisation or department of Govt. of India.
- 13.3.3 If it is found at any stage that the goods as stated have been supplied at a lower price, then that price, with due allowance for elapsed time will be applicable to the present case and the difference in cost would be refunded by the supplier to the purchaser, if the contract has already been concluded.
- 13.4 While filling up the columns of the Price Schedule, the following aspects should be noted for compliance:
- 13.4.1 **For domestic goods or goods of foreign origin located within India, the prices in the corresponding price schedule shall be entered separately in the following manner:**
- a) the price of the goods, quoted ex-factory/ ex-showroom/ ex-warehouse/ off-the-shelf, as applicable, including all taxes and duties like Custom Duty, and/or GST etc. already paid or payable or on the previously imported goods of foreign origin quoted ex-showroom etc;
 - b) Any taxes and duties including Custom duty and/or GST, which will be payable on the finished goods in India if the contract is awarded;
 - c) charges towards Packing & Forwarding, Inland Transportation, Insurance (local transportation and storage) would be borne by the Supplier from ware house to the consignee site for a period including 3 months beyond date of delivery, Loading/Unloading and other local costs incidental to delivery of the goods to their final destination as specified in the List of Requirements and Price Schedule;
 - d) the price of Incidental Services, as mentioned in List of Requirements and Price Schedule;
 - e) the prices of Turnkey (if any), as mentioned in List of Requirements, Technical Specification and Price Schedule; and
 - f) the price of annual CMC, as mentioned in List of Requirements, Technical Specification and Price Schedule.

- g) **Price Bid has to be submitted in the prescribed excel format provided with the tender enquiry. If any bidder quotes NIL charges / Consideration (Either for equipment, CMC or Turnkey etc.) the bid shall be treated as unresponsive and will not be considered.**

13.4.2 For goods offered from abroad, the prices in the corresponding price schedule shall be entered separately in the following manner:

- a) The price of goods quoted FOB/FCA port of shipment, as indicated in the List of Requirements and Price Schedule;
- b) The amount of freight and insurance and price of goods quoted CIP port of entry in India.
- c) The price of goods quoted CIP (name port of destination) in India nearest airport ,seaport basis as indicated in the List of Requirements, Price Schedule and Consignee List;
- d) Wherever applicable the amount of customs duty as percentage of net CIP value.
- e) The charges for Insurance (local transportation and storage) would be extended and borne by the Supplier from port of entry to the consignee site for a period including 3 months beyond date of delivery. Other local costs and Incidental costs, as specified in the List of Requirements and Price Schedule;
- f) The charges for Incidental Services, as in the List of Requirements and Price Schedule;
- g) Transportation charges from CIP Port of entry to consignee's site .
- h) The prices of Turnkey (if any), as mentioned in List of Requirements, Technical Specification and Price Schedule; and
- i) The price of annual CMC and AMC, as mentioned in List of Requirements, Technical Specification and Price Schedule.

13.5 Additional information and instruction on Duties and Taxes:

- 13.5.1 If the Tenderer desires to ask for GST or any other taxes to be paid extra, the same must be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later.

13.5.2 Local Duties & Taxes, if any applicable::

Normally, goods to be supplied to government departments against government contracts are exempted from levy of entry tax/town duty, Octroi duty, terminal tax and other levies of local bodies. However, on some occasions, the local bodies (like town body, municipal body etc.) as per their regulations allow such exemptions only on production of certificate to this effect from the concerned government department. Keeping this in view, the supplier shall ensure that the stores to be supplied by the supplier against the contract placed by the purchaser are exempted from levy of any such duty or tax and, wherever necessary, obtain the exemption certificate from the purchaser.

However, if a local body still insists upon payment of such local duties and taxes, the same should be paid by the supplier to the local body to avoid delay in supplies and possible demurrage charges and obtain a receipt for the same. The supplier should forward the receipt obtained for such payment to the purchaser to enable the purchaser reimburse the supplier and take other necessary action in the matter.

13.5.3 Customs Duty:

The supplier will pay the customs duty and clear the goods for transportation to consignee's site. The applicable - % rates and amount of custom duty and the corresponding Indian custom tariff number should be shown separately in the price schedule. Duty paid by the supplier shall be re-imbursed on submission of documents. Customs duty exemption certificate (CDEC) wherever applicable shall be issued by the consignee.

13.5.4 Goods and Services Tax (GST) :

a. If a tenderer asks for Goods and Services Tax to be paid extra, the rate and nature of Goods and Services Tax applicable should be shown separately. The Goods and Services Tax will be paid as per the rate at which it is liable to be assessed or has actually been assessed provided the transaction is legally liable to Goods and Services Tax and is payable as per the terms of the contract. If any refund of Tax is received at a later date, the Supplier must return the amount forth-with to the purchaser.

b. In case within the delivery period stipulated in the contract, there is an increase in the statutory taxes like GST, Custom Duty, or fresh imposition of taxes which may be levied in respect of the goods and services specified in the contract, reimbursement of these statutory variation shall be allowed to the extent of actual quantum of taxes paid by the supplier. This benefit, however, cannot be availed by the supplier in case the period of delivery is extended due to unexcused delay by the supplier.

c. But nevertheless, the Purchaser/Consignee shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty and/or GST or any other duty or tax or levy or on account of any other grounds. In case of downward revision in taxes/duties, the actual quantum of reduction of duty must be reimbursed to the purchaser by the supplier. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the supplier.

13.6 For transportation of imported goods offered from abroad, relevant instructions as incorporated under GCC Clause 10 shall be followed.

13.7 For insurance of goods to be supplied, relevant instructions as provided under GCC Clause 11 shall be followed.

13.8 Unless otherwise specifically indicated in this TE document, the terms FCA, FOB, FAS, CIF, CIP, DDP etc. for imported goods offered from abroad, shall be governed by the rules & regulations prescribed in the current edition of INCOTERMS, published by the International Chamber of Commerce, Paris

13.9 The need for indication of all such price components by the tenderers, as required in this clause (viz., GIT clause 13) is for the purpose of comparison of the tenders by the purchaser and will no way restrict the purchaser's right to award the contract on the selected tenderer on any of the terms offered.

14. Indian Agent

14.1 If a foreign tenderer has engaged an agent in India in connection with its tender, the foreign tenderer, in addition to indicating Indian agent's commission, if any, in a manner described under GIT sub clause 12.2 above, shall also furnish the following information:

- a) The complete name and address of the Indian Agent and its permanent income tax account number as allotted by the Indian Income Tax authority.
- b) The details of the services to be rendered by the agent for the subject requirement.
- c) Details of Service outlets in India, nearest to the consignee(s), to render services during Warranty and CMC period.
- d) A copy of agreement between the Agent & their principal detailing the terms & conditions as well as services and after sales services as above to be rendered by the agent and the precise relationship between them and their mutual interest in the business.
- e) Principal/ manufacturers original proforma invoice with the price bid.
- f) The enlistment of the Indian Agent with DGS&D under the compulsory Registration Scheme of Ministry of Finance.

15. Firm Price

15.1 Unless otherwise specified in the SIT, prices quoted by the tenderer shall remain firm and fixed during the currency of the contract and not subject to variation on any account. If a firm quotes NIL Charges/ consideration, the bid shall be treated as unresponsive and will not be considered.

15.2 However, as regards taxes and duties, if any, chargeable on the goods and payable, the conditions stipulated in GIT clause 13 will apply.

16. Alternative Tenders

16.1 Alternative Tenders are not permitted.

16.2 However the Tenderers can quote alternate models meeting the tender specifications of same manufacturer with single EMD.

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

16.4 If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product. In a tender, either the Indian Agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.

17 Documents Establishing Tenderer's Eligibility and Qualifications

17.1 Pursuant to GIT clause 11, 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.

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

- a) In case the tenderer offers to supply goods, which are manufactured by some other firm, the tenderer has been duly authorised by the goods manufacturer to quote for and supply the goods to the purchaser. The tenderer shall submit the manufacturer's authorization letter to this effect as per the standard form provided under Section XIV in this document.
- b) The tenderer has the required financial, technical and production capability necessary to perform the contract and, further, it meets the qualification criteria incorporated in the Section IX in these documents.
- c) In case the tenderer is not doing business in India, it is duly represented by an agent stationed in India fully equipped and able to carry out the required contractual functions 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.
- d) In case the tenderer is an Indian agent/authorized representative quoting on behalf of a foreign manufacturer for the **restricted item**, the Indian agent/authorized representative is already enlisted under the Compulsory Enlistment Scheme of Ministry of Finance, Govt. of India operated through Directorate General of Supplies & Disposals (DGS&D), New Delhi.

18. Documents establishing good's Conformity to TE document.

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

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

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

19. Earnest Money Deposit (EMD)

- 19.1 Pursuant to GIT clauses 8.1 and 11.1(d) the tenderer shall furnish along with its tender, earnest money for amount as shown in the List of Requirements. The earnest money is required to protect the purchaser against the risk of the tenderer's unwarranted conduct as amplified under sub-clause 19.7 below.
- 19.2 MSE firms as per classification given in MSME Act 2006 and holding Permanent Registration Certificate from the District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or any other body specified by Ministry of Micro Small and Medium Enterprises will be granted exemption from payment of Earnest Money Deposit. In case the tenderer falls in these categories, it should furnish copy of its valid registration details (as the case may be). *A) The MSE's Bidder to note and ensure that nature of services and goods/items manufactured mentioned in MSE's certificate matches with the nature of the services and goods /items to be supplied as per Tender. B) Traders/resellers/distributors/authorized agents will not be considered for availing benefits under PP Policy 2012 for MSEs as per MSE guidelines issued by MoMSME.*
- 19.3 The earnest money shall be denominated in Indian Rupees or equivalent currencies as per GIT clause 12.2. The earnest money shall be furnished in one of the following forms:
- i) Account Payee Demand Draft
 - ii) Banker's cheque and
 - iii) Bank Guarantee
- 19.4 The demand draft or banker's cheque shall be drawn on any scheduled commercial bank in India or in country of the tenderer, in favour of the "HLL Lifecare Limited" payable at New Delhi. In case of bank guarantee, the same is to be provided from any scheduled commercial bank in India or in country of the tenderer as per the format specified under Section XIII in these documents.
- 19.5 The earnest money shall be valid for a period of forty-five (45) days beyond the validity period of the tender. As validity period of Tender as per Clause 20 of GIT is 120 days, the EMD shall be valid for 165 days from Techno – Commercial Tender opening date.
- 19.6 Unsuccessful tenderers' earnest money will be returned to them without any interest, after expiry of the tender validity period, but not later than thirty days after conclusion of the resultant contract. Successful tenderer's earnest money will be returned without any interest, after receipt of performance security from that tenderer.
- 19.7 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.
- 19.8 In the case of Bank Guarantee furnished from banks outside India (i.e. foreign Banks), it should be authenticated and countersigned by any nationalised bank in India by way of back-to-back counter guarantee.

20. Tender Validity

- 20.1 If not mentioned otherwise in the SIT, the tenders shall remain valid for acceptance for a period of 120 days (One Twenty days) after the date of tender opening prescribed in the TE document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.

- 20.2 In exceptional cases, the tenderers may be requested by the purchaser to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by surface mail or by fax/ telex/cable followed by surface mail. The tenderers, who agree to extend the tender validity, are to extend the same without any change or modification of their original tender and they are also to extend the validity period of the EMD accordingly. A tenderer, however, may not agree to extend its tender validity without forfeiting its EMD.
- 20.3 In case the day up to which the tenders are to remain valid falls on/ subsequently declared a holiday or closed day for the purchaser, the tender validity shall automatically be extended up to the next working day.

21. Digital Signing of Tender

- 21.1 The tenderers shall submit their tenders as per the instructions contained in GIT Clause 11. Tenders shall be uploaded with all relevant tender documents in the prescribed format. The relevant tender documents should be uploaded by an authorised person having Class 3 digital signature certificate.

D. SUBMISSION OF TENDERS

22. Submission of Tenders

- 22.1 The tender shall be submitted online only.
- (i) Pre-qualification and Technical compliance along with the Techno-Commercial Bid in excel format as per following documents (**ONLY Online submissions for all the documents.**)
- a) Scanned copies of tender processing fee and EMD
 - b) Manufacturer's authorization in case bid is submitted by an Indian agent (A declaration must be attached here in case directly quoted by a manufacturer or a document establishing the relation of the Indian office with the manufacturer in case quoted by Indian office of the manufacturer).
 - c) Tender Form as per section X.
 - d) Compliance of all terms and conditions of TED like- warranty, delivery period, delivery terms, payment terms etc
 - e) Declaration regarding Fall Clause and Deregistration, debarment from any Govt Dept./ Agencies
 - f) Copy of PAN and GSTIN certificate.
 - g) Certificate of Incorporation/Declaration being a proprietary firm.
 - h) Abridged Annual report of last 03 years (Balance sheet and Profit & Loss Account) completed till December 2017 in pdf format.
 - i) Name, address and details of account with respect to bidder and/or beneficiary of L/C.
 - j) Quality Control Requirements as per Section VIII
 - k) Performance statement along with required PO copies and its corresponding end user's satisfactory performance certificate as per section IX.
 - l) Technical Bid along with clause-by-clause technical compliance statement for the quoted goods vis-à-vis the Technical specifications along with product catalogue and data sheet in the tender enquiry.
 - m) Performance statement along with required PO copies and its corresponding end user's satisfactory performance certificate as per section IX.
 - n) The bidder should submit blank proforma invoice from the foreign manufacturer along with his technical bid, duly mentioning the specifications and code number of the parts quoted.
 - o) The original proforma invoices from the foreign principal will be applicable in case of 100% subsidiary companies incorporated in India also.

p) In case the bidder quotes an equipment of a foreign manufacturer and submits the documents as per Clause 22.1 (i) l & m from the subsidiary company of the foreign Original Equipment Manufacturer in India, the bidder must submit the Power of Attorney given to the subsidiary company by the foreign Original Equipment Manufacturer, authorizing it to do business and perform all obligations for and on behalf of the foreign manufacturer company, in India.

q) *The Integrity pact (At Appendix-B) shall be a part and parcel of this document and has to be signed by bidder(s) at the pre-tendering stage itself, as a pre-bid obligation and should be submitted along with the Techno-Commercial Bids. All bidders are bound to comply with the integrity pact clauses.*

(ii) PRICE BID (ONLY ONLINE).

a) The tenderers must ensure that they submit the Price Bid in prescribed format uploaded along with the tender enquiry. It is the responsibility of the bidder to ensure that the contents of the format are not tampered.

b) The tenderers must ensure that they submit the on-line tenders not later than the closing time and date specified for submission of tenders.

c) Along with price bid recent purchase order copies for the same model and technical configuration issued by institute of National importance and/or reputed central/state government hospitals should be uploaded in pdf form for reasonability of the offered price.

d) The bidder should submit the copy of original proforma invoice from the foreign manufacturer along with the price bid.

e) The supplier shall justify the present quotes based on previous purchase orders for similar project executed either in India or Globally. If they quote any new model or upgraded version of earlier model, they may mention the same in their tender.

f) Price Bid has to be submitted in the prescribed excel format provided with the tender enquiry. If any bidder quotes NIL charges /consideration, the bid shall be treated as unresponsive and will not be considered”.

22.2 The tenderers must ensure that they submit the on-line tenders within the scheduled closing date & time. They shall also ensure to submit the original Tender Processing Fee and EMD within its scheduled date & time.

23. Late Tender

23.1 There is NO PROVISION of uploading late tender beyond stipulated date & time in the e-tendering system. However, if the necessary Tender Processing Fee and EMD in original are not submitted within the scheduled time, the tender shall be declared as late tender and online tender shall not be opened and shall be ignored.

24. Alteration and Withdrawal of Tender

24.1 The tenderer, is permitted to change, edit or withdraw its bid on or before the end date &time.

E. TENDER OPENING

25. Opening of e-Tenders

25.1 The purchaser will open the e-tenders at the specified date and time and at the specified place as indicated in the NIeT.

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

- 25.2 Authorized representatives of the tenderers, who have submitted tenders on time may attend the tender opening provided they bring with them letters of authority from the corresponding tenderers.

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

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

F. SCRUTINY AND EVALUATION OF TENDERS

26. Basic Principle

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

27. Scrutiny of Tenders

- 27.1 The Purchaser will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents uploaded are in legible form. and whether the Tenders are generally in order.
- 27.2 Prior to the detailed evaluation of Price Tenders, pursuant to GIT Clause 34, the Purchaser will determine the responsiveness of each Tender to the TE Document. For purposes of these clauses, a responsive Tender is one, which conforms to the technical specifications and all the terms and conditions of the TE Documents without material deviations. Deviations from, or objections or reservations to critical provisions such as those concerning Performance Security , EMD , Tender validity, terms of delivery, liquidated damage, terms of payment, warranty period will be deemed to be a material deviation. The Purchaser's determination of a Tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 27.3 The tenders will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the TE document. The tenders, which do not meet the basic requirements, are liable to be treated as non – responsive and will be summarily ignored.
- 27.4 The following are some of the important aspects, for which a tender shall be declared non – responsive and will be summarily ignored;
- (i) Deleted
 - (ii) Deleted

- (iii) Tender validity is shorter than the required period.
- (iv) Required EMD (Amount, validity etc.)/ exemption documents have not been provided.
- (v) Tenderer has quoted for goods manufactured by other manufacturer(s) without the required Manufacturer's Authorisation Form as per Section XIV.
- (vi) Tenderer has not agreed to give the required performance security.
- (vii) Goods offered are not meeting the tender enquiry Technical specification.
- (viii) Tenderer has not agreed to other essential condition(s) specially incorporated in the tender enquiry like terms of payment, terms of delivery, liquidated damages clause, warranty period, integrity pact.
- (ix) Poor/ unsatisfactory past performance.
- (x) Tenderers who stand deregistered/banned/blacklisted by any Statutory Authorities as per Govt. rules/procedures.
- (xi) Tenderer is not eligible as per GIT Clauses 5.1 & 17.1.
- (xii) Tenderer has not quoted for the entire quantity in the schedule as specified in the List of Requirements.
- (xiii) The tenderer has submitted hard copy of price bid (**ONLY ONLINE SUBMISSION OF PRICE BIDS ARE ALLOWED**)

28. Minor Informality/Irregularity/Non-Conformity

- 28.1 If during the preliminary examination, the purchaser find any minor informality and/or irregularity and/or non-conformity in a tender, the purchaser 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. Wherever necessary, the purchaser will convey its observation on such 'minor' issues to the tenderer by registered/speed post etc. asking the tenderer to respond by a specified date. If the tenderer does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.
- 28.2 The purchaser may seek clarifications of historical nature from the tenderers which has no bearings on prices.

29 Discrepancies in Prices

- 29.1 If, in the price structure quoted by a tenderer, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless the purchaser feels that the tenderer has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.
- 29.2 If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected; and
- 29.3 If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause 29.1 and 29.2 above.
- 29.4 If, as per the judgement of the purchaser, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the tenderer by registered / speed post. If the tenderer does not agree to the observation of the purchaser, the tender is liable to be ignored.

30. Deleted

31. Qualification Criteria

- 31.1 Tenders of the tenderers, who do not meet the required Qualification Criteria prescribed in Section IX, will be treated as non - responsive and will not be considered further.
- 31.2 The Purchaser reserves the right to relax the Norms on Prior Experience for Start-ups and Micro & Small Enterprises in Public Procurement.

The Start-ups are defined in Annexure-A of the “Action Plan for Start-ups in India”. The same is available on the website of Department of Industrial policy and Promotion (DIPP), Ministry of Commerce & Industry.

The Notification is available in the below link:

http://www.finmin.nic.in/the_ministry/dept_expenditure/ppcell/RelaxNorms_StarupMedEnterprise25072016.pdf

The FAQs are available in the below link:

http://dipp.nic.in/English/Investor/startupindia/FAQs_StartupIndia_30March2016.pdf

32. Conversion of tender currencies to Indian Rupees

32.1 In case the TE document permits the tenderers to quote their prices in different currencies, all such quoted prices of the responsive tenderers will be converted to a single currency viz., Indian Rupees for the purpose of equitable comparison and evaluation, as per the exchange rates established by the Reserve Bank of India for similar transactions, as on the date of ‘Price Tender’ opening.

33. Schedule-wise Evaluation

33.1 In case the List of Requirements contains more than one schedule, the responsive tenders will be evaluated and compared separately for each schedule. The tender for a schedule will not be considered if the complete requirements prescribed in that schedule are not included in the tender. However, as already mentioned in GIT sub clause 13.2, the tenderers have the option to quote for any one or more schedules and offer discounts for combined schedules. Such discounts wherever applicable will be taken into account to determine the lowest evaluated cost for the purchaser in deciding the successful tenderer for each schedule, subject to tenderer(s) being responsive.

34. Comparison of Tenders

34.1 Unless mentioned otherwise in Section – III – Special Instructions to Tenderers and Section – VI – List of Requirements, the comparison of the responsive tenders shall be carried out on Delivery Duty Paid (DDP) consignee site basis. The quoted turnkey prices and CMC prices will also be added for comparison/ranking purpose for evaluation if so indicated in the tender enquiry document for a period of seven years. **The tenderers should also quote CMC for 7 years subsequent to 3 years warranty and 7 years CMC** will also be added for comparison/ranking purpose for evaluation.

35. Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders

35.1 Further to GIT Clause 34 above, the purchaser’s evaluation of a tender will include and take into account the following:

- i) In the case of goods manufactured in India or goods of foreign origin already located in India, GST or any other taxes which will be contractually payable (to the tenderer), on the goods if a contract is awarded on the tenderer; and
- ii) in the case of goods of foreign origin offered from abroad, customs duty and other similar import duties/taxes, which will be contractually payable (to the tenderer) on the goods if the contract is awarded on the tenderer.

35.2 The purchaser’s evaluation of tender will also take into account the additional factors, if any, incorporated in SIT in the manner and to the extent indicated therein.

35.3 The Purchaser reserves the right to give the purchase preference to central public sector undertakings as per the instruction in vogue while evaluating, comparing and ranking the responsive tenders.

i. In exercise of powers conferred in Section 11 of the Micro, Small and Medium Enterprises Development (MSMED) Act 2006, the Government has notified a new Public Procurement Policy for Micro & Small Enterprises effective from 1st April 2012. The policy mandates that 25% of procurement of annual requirement of goods and services by all Central Ministries/Public Sector Undertakings will be from the micro and small enterprises. The Government has also earmarked a sub-target of 4% procurement of goods & services from MSEs owned by SC/ST entrepreneurs out of above said 25% quantity.

ii. In accordance with the above said notification, the participating Micro and Small Enterprises (MSEs) in a tender, quoting price within the band of L 1+15% would also be allowed to supply a portion of the requirement by bringing down their price to the L 1 price, in a situation where L 1 price is from someone other than an MSE. Such MSEs would be allowed to supply up to 25% of the total tendered value. In case there are more than one such eligible MSE, the 25% supply will be shared equally. Out of 25% of the quantity earmarked for supply from MSEs, 4% quantity is earmarked for procurement from MSEs owned by SC/ST entrepreneurs. However, in the event of failure of such MSEs to participate in the tender process or meet the tender requirements and the L 1 price, the 4% quantity earmarked for MSEs owned by SC/ST entrepreneurs will be met from other participating MSEs.

iii. The MSEs fulfilling the prescribed eligibility criteria and participating in the tender shall enclose with their tender a copy of their valid registration certificate with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or any other body specified by Ministry of Micro and Small enterprises in support of their being an MSE, failing which their tender will be liable to be ignored.

iv. Special provision for Micro and Small Enterprise owned by women. Out of the total annual procurement from Micro and Small Enterprises, 3% from within the 25% target shall be earmarked for procurement from Micro and Small Enterprise owned by women.

Note: "If the bidder is a MSME, it shall declare in the bid document the UdyogAadhar Memorandum Number issued to it under the MSMED Act, 2006. If a MSME bidder do not furnish the UAM Number along with bid documents, such MSME unit will not be eligible for the benefits available under Public Procurement Policy for MSEs Order 2012."

35.4 **Preference to Make in India:** As per the order issued by Department of Industrial Policy and Promotion (DIPP) vide No. P-45021/2/2017-BE-II dated 15.06.2017; the purchaser reserves the right to give preference to the local supplier. A copy of this order is enclosed at Appendix-A which will form a part of this TED for evaluation and ranking of bids. A local supplier (definition of „local supplier“ is given in clause 2 of the aforesaid order of DIPP) has to submit the following along with their tender(s) failing which their bid will be evaluated without considering such preference mentioned in the DIPP order dated 15.06.2017:

a. The local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.

b. In cases of procurement for a value in excess of Rs. 10 crores. the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of

companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

The DIPP has notified a Public Procurement (Preference to Make in India) Order, 2017 vide Order no P-45021/2/2017-B.E-II dated 15th June 2017 (Annexure -1). The procurement policy for Micro & Small Enterprises 2012 has been notified under MSMED Act, 2006 (Annexure 2). The orders mandates that purchase preference shall be given to local suppliers and MSEs in all procurement undertaken by procuring entities. General principles as per above orders and criteria fixed by MoHFW shall be followed for various scenarios for award of contract. Accordingly, the criteria of award of contract will be as under:

a. In procurement of goods where there is sufficient local capacity and local competition and where the estimated value of procurement is Rs.50 lakhs or less, only local suppliers shall be eligible.

b. If the estimated value of procurement of goods is more than Rs.50 lakhs and which are divisible in nature, the following procedure would apply:

I. In case L1 firm is a local supplier :

i. The L1 bidder will be awarded full quantity or 75% quantity in case MSEs quotes are within margin of price preference and also accepts L-1 prices.

ii. MSME bidders falling under the margin of purchase preference would be awarded upto 25% of the tendered quantity subject to matching the L-1 rate.

II. In case L1 firm is not a local supplier:

i. 50% of the tender quantity shall be awarded to L1 bidder. Thereafter, the lowest bidder among the local suppliers, will be awarded remaining 50% quantity subject to the local supplier's quoted prices falling within margin of price preference and match the L1 price. In case such lowest eligible local supplier fail to match the L-1 price or accept less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L-1 price for remaining quantity and so on, and contract shall be awarded accordingly.

ii. The MSME bidders falling under Purchase Preference would be awarded 25% of the tendered quantity subject to matching the L-1 price.

c. If the estimated value of procurement of goods is more than Rs.50 lakhs and which are not divisible , the following procedure would apply:

(i). Among all qualified bids, the lowest bid will be termed as L-1. If L-1 is from local a local supplier, the contract will be awarded to L-1.

(ii). If L-1 is not from local supplier, the lowest bidder among the local suppliers, will be invited to match the L-1 price subject to local supplier's quoted prices falling within the margin of purchase preference, and the contract shall be awarded to such local supplier subject to matching the L-1 price.

(iii). In case such lowest eligible local supplier fails to match the L-1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L-1 price and so on and contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference matches the L-1 price then the contract may be awarded to L-1 bidder.

35.5 Minimum Local Content: A supplier shall be considered as local supplier provided the minimum local content of the offered item is 50%.

35.6 Margin of Purchase Preference: The margin of purchase preference shall be 25%.

35.7 Manufacture under license/technology collaboration agreements with phased indigenization are exempted from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement/transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content

35.8 Verification of local content

a. The local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.

b. In cases of procurement for a value in excess of Rs. 10 crores, the local supplier shall require to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

c. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating the procuring entity.

d. A constituted committee with internal and external experts will examine for independent verification of self-declarations and auditor's/accountant's certificates on random basis and in the case of complaints.

e. A fees of Rs.11,800/- (Eleven Thousand and Eight Hundred Only) (including GST) in the form of demand draft favouring HLL Infra Tech Services Ltd., payable at NOIDA, is required to be deposited with complaints for verification of local content.

f. False declarations will be breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.

g. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities.

36. Tenderer's capability to perform the contract

36.1 The purchaser, through the above process of tender scrutiny and tender evaluation will determine to its satisfaction whether the tenderer, whose tender has been determined as the lowest evaluated responsive tender is eligible, qualified and capable in all respects to perform the contract satisfactorily. If, there is more than one schedule in the List of Requirements, then, such determination will be made separately for each schedule.

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

37. Contacting the Purchaser

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

37.2 In case a tenderer attempts to influence the purchaser in the purchaser's decision on scrutiny, comparison & evaluation of tenders and awarding the contract, the tender of the tenderer shall be

liable for rejection in addition to appropriate administrative actions being taken against that tenderer, as deemed fit by the purchaser.

G. AWARD OF CONTRACT

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

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

39. Award Criteria

39.1 Subject to GIT clause 38 above, the contract will be awarded to the lowest evaluated responsive tenderer decided by the purchaser in terms of GIT Clause 36.

40. Variation of Quantities at the Time of Award/ Currency of Contract

40.1 At the time of awarding the contract, the purchaser/Indian Pharmacopeia Commission reserves the right to increase or decrease by up to twenty five (25) per cent, the quantity of goods and services mentioned in the schedule (s) in the "List of Requirements" without any change in the unit price and other terms & conditions quoted by the tenderer.

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

41. Notification of Award

41.1 Before expiry of the tender validity period, the purchaser will notify the successful tenderer(s) in writing, by registered / speed post or by fax/ telex/cable (to be confirmed by registered / speed post) that its tender for goods & services, which have been selected by the purchaser, has been accepted, also briefly indicating therein the essential details like description, specification and quantity of the goods & services and corresponding prices accepted. The successful tenderer must furnish to the purchaser the required performance security within thirty days from the date of dispatch of this notification, failing which the EMD will be forfeited and the award will be cancelled. Relevant details about the performance security have been provided under GCC Clause 5 under Section IV.

41.2 The Notification of Award shall constitute the conclusion of the Contract.

42. Issue of Contract

42.1 Promptly after notification of award, the Purchaser/Consignee will mail the contract form (as per Section XVI) duly completed and signed, in duplicate, to the successful tenderer by registered / speed post.

42.2 Within fifteen days from the date of the contract, the successful tenderer shall return the original copy of the contract, duly signed and dated, to the Purchaser/Consignee by registered / speed post.

42.3 The Purchaser/Consignee reserves the right to issue the Notification of Award consignee wise.

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

43.1 Failure of the successful tenderer in providing performance security and / or returning contract copy duly signed in terms of GIT clauses 41 and 42 above shall make the tenderer liable for forfeiture of its EMD and, also, for further actions by the Purchaser/Consignee against it as per the clause 24 of GCC – Termination of default.

44. Return of EMD

44.1 The earnest money of the successful tenderer and the unsuccessful tenderers will be returned to them without any interest, whatsoever, in terms of GIT Clause 19.6.

45. Publication of Tender Result

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

46. Corrupt or Fraudulent Practices

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

(a) defines, for the purposes of this provision, the terms set forth below as follows:

“corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and

“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;

(b) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the purchaser if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

SECTION - III
SPECIAL INSTRUCTIONS TO TENDERERS
(SIT)

Sl. No.	GIT Clause No.	Topic	SIT Provision	Page No.
A	1 to 7	Preamble	No Change	11
B	8 to 10	TE documents	No Change	12
C	11 to 21	Preparation of Tenders	No Change	13
D	22 to 24	Submission of Tenders	No Change	20
E	25	Tender Opening	No Change	21
F	26 to 37	Scrutiny and Evaluation of Tenders	No Change	22
G	38 to 45	Award of Contract	No Change	28

**SPECIAL INSTRUCTIONS TO TENDERERS
(SIT)**

The following Special Instructions to Tenderers will apply for this purchase. These special instructions will modify/substitute/supplement the corresponding General Instructions to Tenderers (GIT) incorporated in Section II. The corresponding GIT clause numbers have also been indicated in the text below:

In case of any conflict between the provision in the GIT and that in the SIT, the provision contained in the SIT shall prevail.

A Preamble

No Change

B TE documents

No Change

C Preparation of Tenders

Extra information

D Submission of Tenders

Extra information

E Tender Opening

No Change

F Scrutiny and Evaluation of Tenders

Extra information

G Award of Contract

No Change

PREPARATION OF e-TENDERS

The Integrity pact (At Appendix-B) shall be a part and parcel of this document and has to be signed by bidder(s) at the pre-tendering stage itself, as a pre-bid obligation and should be submitted along with the Techno-Commercial Bids. All bidders are bound to comply with the integrity pact clauses.

B) Price Bid: Price Bid has to be submitted in the prescribed excel format provided with the tender enquiry. If any bidder quotes NIL charges / Consideration (Either for equipment, CMC or Turnkey etc.) the bid shall be treated as unresponsive and will not be considered.

SUBMISSION OF e-TENDERS

- (i) All the necessary documents as prescribed in the NIT shall be prepared and scanned in different files (in PDF format as prescribed) and uploaded for on-line submission of Proposal.
- (ii) Except Tender Processing Fee and EMD, all document(s)/ information(s) including the Financial Proposal (i.e. FORMAT FOR SUBMISSION OF FINANCIAL PROPOSAL) should be uploaded **online only** in the prescribed format given in the website. No other mode of submission shall be acceptable.
- (iii) The prospective bidders may **scan the documents in low resolution (75 to 100 DPI)** instead of 200 DPI. The documents may be scanned for further lower resolution (if possible). This would reduce the size of the Cover and would be uploaded faster.
- (iv) The Individual file size of uploading is restricted up to 5 MB. Bidders may upload multiple files (Not exceeding 5 MB individually) & give relevant file name indicating the contents.
- (v) The file name of price bid should match the file of the price bid format uploaded by the purchaser in the portal. This can be downloaded from the **Notes & Attachment** under **Details** of item when the event is in **Display Mode**.

PRICE BID (ONLY ONLINE): Price Bid has to be submitted in the prescribed excel format provided with the tender enquiry. If any bidder quotes NIL charges /consideration, the bid shall be treated as unresponsive and will not be considered”.

SECTION - IV
GENERAL CONDITIONS OF CONTRACT (GCC)
TABLE OF CLAUSES

Sl No.	Topic	Page
1	Application	34
2	Use of contract documents and information	34
3	Patent Rights	34
4	Country of Origin	34
5	Performance Security	34
6	Technical Specifications and Standards	35
7	Packing and Marking	35
8	Inspection, Testing and Quality Control	36
9	Terms of Delivery	37
10	Transportation of Goods	37
11	Insurance	37
12	Spare parts	38
13	Incidental services	38
14	Distribution of Dispatch Documents for Clearance/Receipt of Goods	38
15	Warranty	39
16	Assignment	40
17	Sub Contracts	40
18	Modification of contract	40
19	Prices	41
20	Taxes and Duties	41
21	Terms and mode of Payment	41
22	Delivery Schedule	44
23	Liquidated Damages	45
24	Termination for default	45
25	Termination for insolvency	45
26	Force Majeure	46
27	Termination for convenience	46
28	Governing language	46
29	Notices	46
30	Resolution of disputes	47
31	Applicable Law	47
32	Withholding and lien in respect of sums claimed	47
33	General/Miscellaneous Clauses	47

SECTION - IV GENERAL CONDITIONS OF CONTRACT (GCC)

1. Application

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

2. Use of contract documents and information

2.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract or any provision thereof including any specification, drawing, sample or any information furnished by or on behalf of the purchaser in connection therewith, to any person other than the person(s) employed by the supplier in the performance of the contract emanating from this TE document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purposes of such performance for this contract.

2.2 Further, the supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC sub-clause 2.1 above except for the sole purpose of performing this contract.

2.3 Except the contract issued to the supplier, each and every other document mentioned in GCC sub-clause 2.1 above shall remain the property of the purchaser and, if advised by the purchaser, all copies of all such documents shall be returned to the purchaser on completion of the supplier's performance and obligations under this contract.

3. Patent Rights

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

4. Country of Origin

4.1 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.

4.2 The word "origin" incorporated in this clause means the place from where the goods are mined, cultivated, grown, manufactured, produced or processed or from where the services are arranged.

4.3 The country of origin may be specified in the Price Schedule

5. Performance Security

5.1 Within thirty (30) days from date of the issue of notification of award by the Purchaser/Consignee, the supplier, shall furnish performance security to the Purchaser/Consignee for an amount equal to ten percent (10%) of the total value of the contract, valid up to sixty (60) days after the date of completion of all contractual obligations by the supplier, including the warranty obligations, initially valid for a period of minimum 42 months from the date of Notification of Award.

5.2 The Performance security shall be denominated in Indian Rupees or in the currency of the contract as detailed below:

- a) It shall be in any one of the forms namely Account Payee Demand Draft or Fixed Deposit Receipt drawn from any Scheduled bank in India or Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in section XV of this

document in favour of the Purchaser/Consignee. The validity of the Fixed Deposit receipt or Bank Guarantee will be for a period up to sixty (60) days beyond Warranty Period.

- 5.3 In the event of any failure /default of the supplier with or without any quantifiable loss to the government/purchaser including furnishing of consignee wise Bank Guarantee for CMC security as per Proforma in Section XV, the amount of the performance security is liable to be forfeited. The Administration Department may do the needful to cover any failure/default of the supplier with or without any quantifiable loss to the Government/purchaser.
- 5.4 In the event of any amendment issued to the contract, the supplier shall, within Fifteen (15) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.
- 5.5 The supplier shall enter into Annual Comprehensive Maintenance Contract as per the 'Contract Form – B' in Section XVI with respective consignees, 3 (three) months prior to the completion of Warranty Period. The CMC will commence from the date of expiry of the Warranty Period.
- 5.6 Subject to GCC sub – clause 5.3 above, the Purchaser/Consignee will release the Performance Security without any interest to the supplier on completion of the supplier's all contractual obligations including the warranty obligations & after receipt of Consignee wise bank guarantee for CMC security in favour of Head of the Institute of the consignee as per the format in Section XV.

6. Technical Specifications and Standards

- 6.1 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' and 'Quality Control Requirements' under Sections VII and VIII of this document.

7. Packing and Marking

- 7.1 The packing for the goods to be provided by the supplier should be strong and durable enough to withstand, without limitation, (the entire journey during transit to their final destination as indicated in the contract), rough handling, extreme weather conditions etc. so that there is no damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract.
- 7.2 The quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall strictly comply with the requirements as provided in Technical Specifications and in SCC. In case the packing requirements are amended due to issue of any amendment to the contract, the same shall also be taken care of by the supplier accordingly.
- 7.3 Packing instructions:

Unless otherwise mentioned in the Technical Specification and in SCC, the supplier shall make separate packages for each consignee (in case there is more than one consignee mentioned in the contract) and mark each package on three sides with the following with indelible paint of proper quality:

- a. contract number and date
- b. brief description of goods including quantity
- c. packing list reference number
- d. country of origin of goods
- e. consignee's name and full address and
- f. supplier's name and address

8. Inspection, Testing and Quality Control

- 8.1 The purchaser and/or its nominated representative(s) will /shall be at consignee site, without any extra cost to the purchaser, inspect and/or test the ordered goods and the related services to confirm their conformity to the contract specifications and other quality control details incorporated in the contract. The purchaser shall inform the supplier in advance, in writing, the purchaser's programme for such inspection and, also the identity of the officials to be deputed for this purpose. The cost towards the transportation, boarding & lodging will be borne by the purchaser and/or its nominated representative(s).
- 8.2 The Technical Specification and Quality Control Requirements incorporated in the contract shall specify what inspections and tests are to be carried out and, also, where and how they are to be conducted. If such inspections and tests are conducted in the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the supplier to the purchaser's inspector at no charge to the purchaser.
- 8.3 If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, the purchaser's inspector may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to the purchaser and resubmit the same to the purchaser's inspector for conducting the inspections and tests again.
- 8.4 In case the contract stipulates pre-despatch inspection of the ordered goods at supplier's premises, the supplier shall put up the goods for such inspection to the purchaser's inspector well ahead of the contractual delivery period, so that the purchaser's inspector is able to complete the inspection within the contractual delivery period. The goods, should, on no account be dispatched /delivered without getting the same inspected and passed by the inspecting officer stipulated in the contract .
- 8.5 If the supplier tenders the goods to the purchaser's inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the supplier. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to the purchaser under the terms & conditions of the contract.
- 8.6 The purchaser's/consignee's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by purchaser's inspector during pre-despatch inspection mentioned above. On rejection the supplier shall remove such stores within 14 days of the date of intimation of such rejection from consignee's premises. If such goods are not removed by the supplier within the period aforementioned, the purchaser/consignee may remove the rejected stores and either return the same to the supplier at his risk and cost by such mode of transport as purchaser/consignee may decide, or dispose of such goods at the supplier's risk to recover any expense incurred in connection with such disposals and also the cost of the rejected stores if already paid for.
- 8.7 Goods accepted by the purchaser/consignee and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute purchaser's/consignee's right to reject the same later, if found deficient in terms of the warranty clause of the contract, as incorporated under GCC Clause 15.
- 8.8 Principal/Foreign supplier shall also have the equipment inspected by SGS/Lloyd/Bureau Veritas/TUV agencies prior to despatch at the supplier's cost and furnish necessary certificate from the said agencies in support of their claim.

9. Terms of Delivery

9.1 Goods shall be delivered by the supplier in accordance with the terms of delivery as specified in the list of requirement.

10. Transportation of Goods

10.1.1 Instructions for transportation of imported goods offered from abroad:

The supplier shall not arrange part-shipments and/or transshipment without the express/prior written consent of the purchaser. The supplier is required under the contract to deliver the goods under DDP consignee site the shipment shall be made by Indian flag vessel or by vessels belonging to the conference lines in which India is a member country through India's forwarding agents/coordinators. In case the forwarding agent/coordinators are unable to provide timely adequate space in Indian flag vessel or by vessels belonging to the conference lines, the supplier shall arrange shipment through any available vessel to adhere to the delivery schedule given in the contract. The procedure followed should be intimated to the purchaser.

10.1.2 In case of airlifting of imported goods offered from abroad, the same will be done only through the National Carrier i.e. Air India wherever applicable. In case the National Carrier is not available, any other airlines available for early delivery may be arranged.

10.1.3 The procedure followed as above should be intimated to the purchaser.

The goods will be custom cleared by the supplier/Indian Agent after paying customs duty and will be transported to the consignee's site as per terms of the contract.

10.2 Instructions for transportation of domestic goods including goods already imported by the supplier.

In case no instruction is provided in this regard in the SCC, the supplier will arrange transportation of the ordered goods as per its own procedure. The supplier shall be responsible for all loss, destructions, damage or deterioration of or to the goods from any cause whatsoever while the goods after approval by the inspector are awaiting despatch or delivery.

11. Insurance:

11.1 Unless otherwise instructed in the SCC, the supplier shall make arrangements for insuring the goods at his cost against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the following manner:

i) in case of supply of domestic goods on Consignee site basis, the supplier shall be responsible till the entire stores contracted for arrival in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured making the consignee as beneficiary for an amount equal to 110% of the value of the goods from "warehouse to warehouse" (consignee site) on all risk basis. The insurance cover shall be obtained by the Supplier and should be valid till 3 months after the receipt of goods by the Consignee.

ii) supply of the imported goods DDP basis, the supplier shall arrange and pay for marine/air insurance making the consignee as beneficiary. The additional extended Insurance (local transportation and storage) would also be borne by the Supplier from the port of entry to the consignee site for a period including 3 months beyond date of delivery. The insurance shall be taken for an amount equal to 110% of overall expenditure to be incurred by the purchaser for receiving the goods at consignee's site.

If the equipment is not commissioned and handed over to the consignee within 3 months, the insurance will be got extended by the supplier at their cost till the successful installation, testing,

commissioning and handing over of the goods to the consignee is completed. In case the delay in the installation and commissioning is due to handing over of the site to the supplier by the consignee, such extensions of the insurance will still be done by the supplier, but the insurance extension charges at actuals will be reimbursed.

12. Spare parts

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

- a) Spare Parts list and prices of parts, consumables should be mentioned clearly and quoted. Tenderers should also mention regarding the availability of spares for at least eight years.
- b) The spare parts as selected by the Purchaser/Consignee to be purchased from the supplier, subject to the condition that such purchase of the spare parts shall not relieve the supplier of any contractual obligation including warranty obligations; and
- c) In case the production of the spare parts is discontinued:
 - i) Sufficient advance notice to the Purchaser/Consignee before such discontinuation to provide adequate time to the purchaser to purchase the required spare parts etc., and
 - ii) Immediately following such discontinuation, providing the Purchaser/Consignee, free of cost, the designs, drawings, layouts and specifications of the spare parts, as and if requested by the Purchaser/Consignee.

12.2 Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the goods so that the same are supplied to the Purchaser/Consignee promptly on receipt of order from the Purchaser/Consignee.

13. Incidental services

13.1 Subject to the stipulation, if any, in the SCC (Section – V), List of Requirements (Section – VI) and the Technical Specification (Section – VII), the supplier shall be required to perform the following services.

- i) Installation & commissioning, Supervision and Demonstration of the goods
- ii) Providing required jigs and tools for assembly, minor civil works required for the completion of the installation.
- iii) Training of Consignee's Staff, operators etc. for operating and maintaining the goods
- iv) Supplying required number of operation & maintenance manual for the goods

14. Distribution of Dispatch Documents for Clearance/Receipt of Goods

The supplier shall send all the relevant despatch documents well in time to the Purchaser/Consignee to enable the Purchaser/Consignee clear or receive (as the case may be) the goods in terms of the contract.

Unless otherwise specified in the SCC, the usual documents involved and the drill to be followed in general for this purpose are as follows.

- A) For Domestic Goods, including goods already imported by the supplier under its own arrangement

Within 24 hours of despatch, the supplier shall notify the purchaser, consignee, and others concerned if mentioned in the contract, the complete details of despatch and also supply the following documents to them by registered post / speed post (or as instructed in the contract):

- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Two copies of packing list identifying contents of each package;
- (iii) Inspection certificate issued by the nominated Inspection agency, if any.
- (iv) Certificate of origin;
- (v) Insurance Certificate as per GCC Clause 11.
- (vi) Manufacturers/Supplier's warranty certificate & In-house inspection certificate.

B) For goods imported from abroad

Within 24 hours of despatch, the supplier shall notify the purchaser, consignee, and others concerned if mentioned in the contract, the complete details of despatch and also supply the following documents to them by registered post / speed post (or as instructed in the contract). In case of CIP contracts where custom clearance is to be done by purchaser any delay or demurrage occurred during the customs clearance on account of the non-availability of technical support/clarifications /documents from the supplier shall be borne by the supplier:

- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Original and four copies of the negotiable clean, on-board Bill of Lading/Airway bill, marked freight pre paid and four copies of non-negotiable Bill of Lading/Airway bill;
- (iii) Four Copies of packing list identifying contents of each package;
- (iv) Insurance Certificate as per GCC Clause 11.
- (v) Manufacturer's/Supplier's warranty certificate;
- (vi) Inspection Certificate for the despatched equipments issued by SGS/Lloyd/ Bureau Veritas/TUV agencies prior to despatch.
- (vii) Manufacturer's own factory inspection report;
- (viii) Certificate of origin
- (ix) Port of Loading;
- (x) Port of Discharge and
- (xi) Expected date of arrival.

15. Warranty

- 15.1 The supplier warrants comprehensively that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by the purchaser in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials (*except when the design adopted and / or the material used are as per the Purchaser's/Consignee's specifications*) or workmanship or from any act or omission of the supplier, that may develop under normal use of the supplied goods under the conditions prevailing in India.
- 15.2 This warranty shall remain valid for the period as mentioned in the list of requirement after the goods or any portion thereof as the case may be, have been delivered to the final destination and installed and commissioned at the final destination and accepted by the Purchaser/Consignee in terms of the contract, unless specified otherwise in the SCC.
 - a. No conditional warranty will be acceptable.
 - b. Warranty as well as Comprehensive Maintenance contract will be inclusive of all accessories and Turnkey work.
 - c. Replacement and repair will be under taken for the defective goods.

- d. Proper marking has to be made for all spares for identification like printing of installation and repair dates.
- 15.3 In case of any claim arising out of this warranty, the Purchaser/Consignee shall promptly notify the same in writing to the supplier. The period of the warranty will be as per G.C.C clause number 15.2 above irrespective of any other period mentioned elsewhere in the tender enquiry documents.
- 15.4 Upon receipt of such notice, the supplier shall, within 24 hours on a 24(hrs) X 7 (days) X 365 (days) basis respond to take action to repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced parts/goods thereafter. The penalty clause for non rectification will be applicable as per tender conditions
- 15.5 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 of Thirty Six (36) months from the date such rectified / replaced goods starts functioning to the satisfaction of the purchaser. In case the supplier is not able to rectify the defects to the full satisfaction of the purchaser the goods shall have to be replaced with a new one and fresh warranty as per Clause 15.2 above shall be applicable. The decision of the purchaser in this respect shall be final and binding on the supplier.
- 15.6 If the supplier, having been notified, fails to respond to take action to repair or replace the defect(s) within 24 hours on a 24(hrs) X 7 (days) X 365 (days) basis, the purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the purchaser may have against the supplier.
- 15.7 During Warranty period, the supplier is required to visit at each consignee's site at least once in 6 months commencing from the date of the installation for preventive maintenance of the goods
- 15.8 The Purchaser/Consignee reserve the rights to enter into Annual Comprehensive Maintenance Contract between Consignee and the Supplier for the period as mentioned in Section VII, Technical Specifications after the completion of warranty period.
- 15.9 The supplier along with its Indian Agent and the CMC provider shall ensure continued supply of the spare parts for the machines and equipments supplied by them to the purchaser for 10 years from the date of installation and handing over.

16. Assignment

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

17. Sub Contracts

- 17.1 The Supplier shall notify the Purchaser in writing of all sub contracts awarded under the contract if not already specified in its tender. Such notification, in its original tender or later, shall not relieve the Supplier from any of its liability or obligation under the terms and conditions of the contract.
- 17.2 Sub contract shall be only for bought out items and sub-assemblies.
- 17.3 Sub contracts shall also comply with the provisions of GCC Clause 4 ("Country of Origin").

18. Modification of contract

- 18.1 If necessary, the purchaser may, by a written order given to the supplier at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following:
- a) Specifications, drawings, designs etc. where goods to be supplied under the contract are to be specially manufactured for the purchaser,
 - b) Mode of packing,

- c) Incidental services to be provided by the supplier
- d) Mode of despatch,
- e) Place of delivery, and
- f) Any other area(s) of the contract, as felt necessary by the purchaser depending on the merits of the case.

18.2 In the event of any such modification/alteration causing increase or decrease in the cost of goods and services to be supplied and provided, or in the time required by the supplier to perform any obligation under the contract, an equitable adjustment shall be made in the contract price and/or contract delivery schedule, as the case may be, and the contract amended accordingly. If the supplier doesn't agree to the adjustment made by the Purchaser/Consignee, the supplier shall convey its views to the Purchaser/Consignee within twenty-one days from the date of the supplier's receipt of the Purchaser's/Consignee's amendment / modification of the contract.

19. Prices

19.1 Prices to be charged by the supplier for supply of goods and provision of services in terms of the contract shall not vary from the corresponding prices quoted by the supplier in its tender and incorporated in the contract except for any price adjustment authorised in the SCC.

20. Taxes and Duties

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

20.2 Further instruction, if any, shall be as provided in the SCC.

20.3 Deleted

21. Terms and Mode of Payment

21.1 Payment Terms

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

A) Payment for Domestic Goods Or Foreign Origin Located Within India.

Payment shall be made in Indian Rupees as specified in the contract in the following manner:

a) On delivery:

90 % payment of the contract price shall be paid on receipt of goods in good condition and upon the submission of the following documents, Subject to recoveries, if any:

- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Consignee Receipt Certificate as per Section XVII in original issued by the authorized representative of the consignee;
- (iii) Two copies of packing list identifying contents of each package;
- (iv) Inspection certificate issued by the nominated Inspection agency, if any.
- (v) Insurance Certificate as per GCC Clause 11
- (vi) Certificate of origin.

b) On Acceptance:

Balance 10 % payment would be made against 'Final Acceptance Certificate' as per Section XVIII of goods to be issued by the consignees subject to recoveries, if any, either on account of non-rectification of defects/deficiencies not attended by the Supplier or otherwise.

B) Payment for Imported Goods:

Payment for foreign currency portion shall be made in the currency as specified in the contract in the following manner:

For contracts placed on DDP (consignee site) basis

(a) On delivery:

Ninety (90) % of the net CIP price (CIP price less Indian Agency commission) of the goods shipped shall be paid through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the supplier in a bank in his country and upon submission of documents specified hereunder, Subject to recoveries, if any:

- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount.
- (ii) Original and four copies of the negotiable clean, on-board Bill of Lading/Airway bill, marked freight pre paid and four copies of non-negotiable Bill of Lading/Airway bill;
- (iii) Four copies of packing list identifying contents of each package;
- (iv) Insurance Certificate as per GCC Clause 11
- (v) Manufacturer's/Supplier's warranty certificate;
- (vi) Manufacturer's own factory inspection report and
- (vii) Certificate of origin by the chamber of commerce of the concerned country,
- (viii) Inspection Certificate for the despatched equipments issued by SGS/Lloyd/ Bureau Veritas/TUV agencies prior to despatch.
- (ix) Consignee Receipt Certificate as per Section XVII in original issued by the authorized representative of the consignee.

b) On Acceptance:

Balance payment of 10% of net CIP price of goods would be made against 'Final Acceptance Certificate' as per Section XVIII to be issued by the consignees through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the Foreign Principal in a bank in his country, Subject to recoveries, if any.

Site Draft

The draft for 90% payment (CIP price) will be prepared and photocopy of the same will be provided to the vendor. The original draft will be handed over to the vendor on production of the documentation mentioned in clause 21.1 B) a, Subject to recoveries, if any.

On Acceptance:

Balance payment of 10% of net CIP price of goods would be made against 'Final Acceptance Certificate' as per Section XVIII to be issued by the consignees through site draft in favour of the Foreign Principal in a bank in his country, Subject to recoveries, if any.

Please Note:

For Site Draft: Vendors are required to provide the Beneficiary Name, Account number, Bank details, other relevant documents & Performa invoice with OGL details.

c) For contracts on DDP basis

Payment of custom duty amount with Custom Duty Exemption Certificate (CDEC), if applicable, customs clearance and handling charges, loading/ unloading, inland transportation, incidental costs till consignee site & incidental services (including installation & commissioning, supervision, demonstration and training) will be paid in Indian Rupees to the Indian agent at actual not exceeding the quoted rates on proof of 100% payment to the foreign principal.

d) Payment of Indian Agency Commission:

Indian Agency commission will be paid to the manufacturer's agent in the local currency for an amount in Indian rupees indicated in the relevant Price Schedule (as per prevailing rate of exchange ruling on the date of Contract) and shall not be subject to further escalation / exchange variation. Payment shall be paid in Indian Rupees to the Indian Agent on proof of 100 % payment to the Foreign Principal.

C) Payment of Turnkey, if any:

Turnkey payment will be made to the manufacturer's agent in Indian rupees indicated in the relevant Price Schedule (as per prevailing rate of exchange ruling on the date of Contract) and shall not be subject to further escalation / exchange variation. Payment shall be made in Indian Rupees to the Indian Agent on proof of 100 % payment to the Foreign Principal.

D) Payment for Annual Comprehensive Maintenance Contract Charges:

The consignee will enter into CMC with the supplier at the rates as stipulated in the contract. The payment of CMC will be made on six monthly basis after satisfactory completion of said period, duly certified by the consignee on receipt of bank guarantee for an amount equivalent to 2.5 % of the cost of the equipment as per contract in the prescribed format given in Section XV valid till 2 months after expiry of entire CMC period.

- 21.2 The supplier shall not claim any interest on payments under the contract.
- 21.3 Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other tax as applicable will be made from the bills payable to the Supplier at rates as notified from time to time.
- 21.4 Irrevocable & non – transferable LC shall be opened by the purchaser. However, if the supplier requests specifically to open confirmed LC, the extra charges would be borne by the supplier. If LC is required to be extended and/or amended for reasons not attributable to the purchaser/consignee, the charges thereof shall be borne by the supplier.
- 21.5 The payment shall be made in the currency / currencies authorised in the contract.
- 21.6 The supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, to respective consignees.
- 21.7 While claiming payment, the supplier is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the supplier for claiming that payment has been fulfilled as required under the contract.
- 21.8 While claiming reimbursement of duties, taxes etc. (like GST, custom duty etc.) from the Purchaser/Consignee, as and if permitted under the contract, the supplier shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the supplier) shall refund to the Purchaser/Consignee forthwith.
- 21.9 In case where the supplier is not in a position to submit its bill for the balance payment for want of receipted copies of Inspection Note from the consignee and the consignee has not complained about the non-receipt, shortage, or defects in the supplies made, balance amount will be paid by the paying authority without consignee's receipt certificate after three months from the date of the preceding part payment for the goods in question, subject to the following conditions:

- (a) The supplier will make good any defect or deficiency that the consignee (s) may report within six months from the date of despatch of goods.
- (b) Delay in supplies, if any, has been regularized.
- (c) The contract price where it is subject to variation has been finalized.
- (d) The supplier furnishes the following undertakings:

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

22. Delivery Schedule

- 22.1 The supplier shall deliver of the goods and perform the services under the contract within the time schedule specified by the Purchaser/Consignee in the List of Requirements and as incorporated in the contract. **The time for and the date of delivery of the goods stipulated in the schedule shall be deemed to be of the essence of contract and the delivery must be completed not later than the date(s) as specified in the Contract.**
- 22.2 Subject to the provision under GCC clause 26, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions:
 - (i) imposition of liquidated damages,
 - (ii) forfeiture of its performance security and
 - (iii) termination of the contract for default.
- 22.3 If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform the Purchaser/Consignee in writing about the same and its likely duration and make a request to the Purchaser/Consignee for extension of the delivery schedule accordingly. On receiving the supplier’s communication, the Purchaser/Consignee shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier’s contractual obligations by issuing an amendment to the contract.
- 22.4 When the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period shall, interalia contain the following conditions:
 - (a) The Purchaser/Consignee shall recover from the supplier, under the provisions of the clause 23 of the General Conditions of Contract, liquidated damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract.
 - (b) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of customs duty, GST or on account of any other tax or duty which may be levied in respect of the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.
 - (c) But nevertheless, the Purchaser/Consignee shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty, GST or any other duty or tax or levy or on account of any other grounds, which takes place after the expiry of the date of delivery stipulated in the contract.
- 22.5 The supplier shall not dispatch the goods after expiry of the delivery period. The supplier is required to apply to the Purchaser/Consignee for extension of delivery period and obtain the same

before despatch. In case the supplier dispatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and / or any other expense related to such supply shall lie against the purchaser.

22.6 Passing of Property:

- 22.6.1 The property in the goods shall not pass to the purchaser unless and until the goods have been delivered to the consignee in accordance with the conditions of the contract.
- 22.6.2 Where there is a contract for sale of specific goods and the supplier is bound to do something to the goods for the purpose of putting them into a deliverable state the property does not pass until such thing is done.
- 22.6.3 Unless otherwise agreed, the goods remain at the supplier's risk until the property therein is transferred to the purchaser.

23. Liquidated damages

- 23.1 Subject to GCC clause 26, if the supplier 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 Purchaser/Consignee shall, without prejudice to other rights and remedies available to the Purchaser/Consignee under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of goods and/or services until actual delivery or performance subject to a maximum of 10% of the contract price. Once the maximum is reached Purchaser/Consignee may consider termination of the contract as per GCC 24. *Since the Liquidated damages are in virtue of non-performance of services, it will attract GST or any other applicable taxes which in turn shall be deducted from the bidder.*

During the above-mentioned delayed period of supply and / or performance, the conditions incorporated under GCC sub-clause 22.4 above shall also apply.

24. Termination for default

- 24.1 The Purchaser/Consignee , without prejudice to any other contractual rights and remedies available to it (the Purchaser/Consignee), may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Purchaser/Consignee pursuant to GCC sub-clauses 22.3 and 22.4.
- 24.2 In the event of the Purchaser/Consignee terminates the contract in whole or in part, pursuant to GCC sub-clause 24.1 above, the Purchaser/Consignee will forfeit the performance security and may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit . The supplier shall be liable to the Purchaser/Consignee for the extra expenditure, if any, incurred by the Purchaser/Consignee for arranging such procurement.
- 24.3 Unless otherwise instructed by the Purchaser/Consignee, the supplier shall continue to perform the contract to the extent not terminated.

25. Termination for insolvency

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

26. Force Majeure

- 26.1 Notwithstanding the provisions contained in GCC clauses 22, 23 and 24, 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.
- 26.2 For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of , the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, acts of the Purchaser/Consignee either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees , lockouts excluding by its management, and freight embargoes.
- 26.3 If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser/Consignee in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the Purchaser/Consignee in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 26.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.
- 26.5 In case due to a Force Majeure event the Purchaser/Consignee is unable to fulfil its contractual commitment and responsibility, the Purchaser/Consignee will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

27. Termination for convenience

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

28. Governing language

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

29. Notices

- 29.1 Notice, if any, relating to the contract given by one party to the other, shall be sent in writing or by cable or telex or facsimile and confirmed in writing. The procedure will also provide the sender of

the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.

29.2 The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

30. Resolution of disputes

30.1 If dispute or difference of any kind shall arise between the Purchaser/Consignee and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.

30.1.1 Settlement of disputes through Pre-institution mediation and settlement in accordance with commercial courts, commercial division and commercial Appellate division of High Courts (Amendment) Act, 2018, No.28 of 2018 CHAPTER III A.

30.2 If the parties fail to resolve their disputes of differences by such mutual consultation within twenty-one days of its occurrence, then, unless otherwise provided in the SCC, either the Purchaser/Consignee or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. Such dispute or difference shall be referred to the sole arbitration of an officer in the Ministry of Law and Justice, appointed to be the arbitrator by the CMD of HLL. The award of the arbitrator shall be final and binding on the parties to the contract subject to the provision that the Arbitrator shall give reasoned award in case the value of claim in reference exceeds Rupees One lakhs (Rs. 1,00,000/-)

30.3 Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., New Delhi, India.

30.4 Jurisdiction of the court will be from the place where the tender enquiry document has been issued, i.e., New Delhi, India

31. Applicable Law

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

32. Withholding and Lien in respect of sums claimed

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

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

33. General/ Miscellaneous Clauses

33.1 Each member/constituent of the Supplier/its Indian Agent/CMC/AMC Provider, in case of consortium shall be **jointly and severally liable** to and responsible for all obligations towards the Purchaser/Consignee for performance of contract/services including that of its Associates/ Sub Contractors under the Contract.

33.2 The Supplier/its Indian Agent/CMC/AMC Provider 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 CMC/AMC or the Contract.

33.3 The Supplier/its Agent/CMC/AMC Provider shall, at all times, indemnify and keep indemnified the Purchaser/Consignee against any claims in respect of any damages or compensation payable in

consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the supplier/its associate/affiliate etc.

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

SECTION – V

SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract (SCC) will apply for this purchase. The corresponding clauses of General Conditions of Contract (GCC) relating to the SCC stipulations have also been incorporated below.

These Special Conditions will modify/substitute/supplement the corresponding (GCC) clauses. Whenever there is any conflict between the provision in the GCC and that in the SCC, the provision contained in the SCC shall prevail.

The warranty and CMC period will be as mentioned in the list of requirement as per section VI of the tender enquiry.

SECTION - VI

LIST OF REQUIREMENTS

Part I

S.No.	Brief description of goods and services (Related specifications etc. are in Section – VII)	Qty. (Nos.)	Warranty (Years)	CMC (Years)
1	LC-MS/MS (QQQ)	1	3 Years	7 Years
2	GC-HS	1	3 Years	7 Years
3	CHNS	1	3 Years	7 Years
4	High-Performance Liquid Chromatograph with Ultraviolet Detector	25	3 Years	7 Years
5	High-Performance Liquid Chromatograph with PDA/DAD/RI/FLD	1	3 Years	7 Years
6	Dissolution Apparatus with Auto Sampler	2	3 Years	7 Years
7	Disintegration Test Equipment (1 basket for 6 tablets)	1	3 Years	7 Years
8	Ultraviolet/ Visible Spectrophotometer	3	3 Years	7 Years
9	FT-Infrared Spectrophotometer with Pellet Press	1	3 Years	7 Years
10	Karl Fischer Titrator (Semi-Micro Determination of Water)	2	3 Years	7 Years
11	Potentiometric Titrimeter	2	3 Years	7 Years
12	Pharma Refrigerator (2-8°C)	25	3 Years	7 Years
13	Analytical Balance	10	3 Years	7 Years
14	Top loading Balance	2	3 Years	7 Years
15	Melting- Point Apparatus	2	3 Years	7 Years
16	Ph meter	5	3 Years	7 Years
17	Polarimeter with Multi Wavelength	1	3 Years	7 Years
18	Hot Air Drying oven (200 litres)	1	3 Years	7 Years
19	Vacuum Drying Oven with Mapping (30 litres)	5	3 Years	7 Years
20	Muffle Furnace	5	3 Years	7 Years
21	Centrifuge (Table-Top Model, 4-Place Swing Rotor) with Temperature Control	1	3 Years	7 Years
22	Sonicator/Ultrasonic Bath	10	3 Years	7 Years
23	Water Purification System	3	3 Years	7 Years
24	Orbital Water Bath Shaker	2	3 Years	7 Years
25	Viscometer	1	3 Years	7 Years

Tender Document

26	Digital Refractor Meter	1	3 Years	7 Years
27	HPTLC with MS	1	3 Years	7 Years
28	Deep Freezer(-80°C)	1	3 Years	7 Years
29	Raman Spectroscope	1	3 Years	7 Years
30	GCMS-MS (QQQ) with HS	1	3 Years	7 Years
31	XRD	1	3 Years	7 Years
32	Dissolution Apparatus	8	3 Years	7 Years
33	Antibiotic Zone Reader	1	3 Years	7 Years
34	Liquid Particle Counter	1	3 Years	7 Years
35	Air Particle Counter	1	3 Years	7 Years
36	Close Sterility Test System	1	3 Years	7 Years
37	Vertical Gel Electrophoresis Apparatus with Western Blotting Apparatus	1	3 Years	7 Years
38	Elisa Reader with Washer	1	3 Years	7 Years
39	Refrigerated Centrifuge	1	3 Years	7 Years
40	Deep Freezer (-20°C)	1	3 Years	7 Years
41	Deep Freezer (-70°C)	1	3 Years	7 Years
42	Water Bath with Shaker	1	3 Years	7 Years
43	Horizontal Gel Electrophoresis	1	3 Years	7 Years
44	Hot Air Oven	1	3 Years	7 Years
45	Electronic Balance	1	3 Years	7 Years
46	Water Purification System	1	3 Years	7 Years
47	Vacuum Desiccators	1	3 Years	7 Years

Part II: Required Delivery Schedule:

a) For Indigenous goods or for imported goods if supplied from India or for the imported goods against site draft:

90 days from date of Notification of Award to delivery at consignee site. The date of delivery will be the date of delivery at consignee site (Tenderers may quote earliest delivery period).

b) For Imported goods directly from foreign:

90 days from the date of opening of L/C. The date of delivery will be the date of receipt of goods by the consignee. (Tenderers may quote the earliest delivery period).

Part III: Scope of Incidental Services:

Installation & Commissioning, Supervision, Demonstration, Trial run and Training etc. as specified in GCC Clause 13

Installation & commissioning shall be completed within 15 days of handing over the site of installation, complete in all respect by the consignee. The date of handing over the site has to be intimated by the supplier to the purchaser. The delay on the part of the supplier to install &

commission the equipment will also attract the provisions as contained in the liquidated damage clause.

In case the installation & commissioning is delayed for any reason(s) for which the consignee is responsible, 5% of the contract price shall become payable, after the expiry of 4 months from the date of arrival of the last consignment at site, subject to furnishing of a bank guarantee of equivalent amount. The remaining 5% shall be payable against final acceptance certificate to be issued by the consignee.

Part IV:

Turnkey (if any) as per details in Technical Specification.

Part V: Warranty/CMC

Warranty: 3 Years

Comprehensive Maintenance Contract (CMC) for 7 Years as per details in Technical Specification.

Part VI:

Required Terms of Delivery and Destination.

a) For Indigenous goods or for imported goods if supplied from India or for imported goods against site draft:

At Consignee Site – Specified in the List of Requirements

Insurance (local transportation and storage) would be borne by the Supplier from ware house to the consignee site for a period including 3 months beyond date of delivery

b) For Imported goods directly from abroad:

The foreign tenderers are required to quote their rates on DDP basis at consignee site.

The shipping arrangements shall be made in accordance with the instruction of Ministry of Shipping & Transport, New Delhi, India as detailed in Annexure 1 at Section XIX.

Insurance (local transportation and storage) would be extended and borne by the Supplier from ware house to the consignee site for a period including 3 months beyond date of delivery.

Destination/Consignee details are given in Section XXI

Section – VII

Technical Specifications

- Note 1:** Tenderer's attention is drawn to GIT clause 18 and GIT sub-clause 11.1(c). The tenderer is to provide the required details, information, confirmations, etc. accordingly failing which it's tender is liable to be ignored.
- Note 2:** General: Tenderers are requested to make sure that they should attach the list of equipments for carrying out routine and preventive maintenance wherever asked for and should make sure that Electrical Safety Analyzer / Tester for Medical equipments to periodically check the electrical safety aspects as per BIS Safety Standards IS-13540 which is also equivalent to IEC electrical safety standard IEC-60601 is a part of the equipments. If the Electrical Safety Analyzer/Tester is not available they should provide a commitment to get the equipments checked for electrical safety compliance with Electronic Regional Test Labs / Electronics Test and Development Centers across the country on every preventive maintenance call.
- Note 3:** OPTIONAL ITEMS: Tenderers are requested to quote for all the available options as asked in the Tender enquiry document with reasonable pricing. However the pricing for optional items will not be considered for price comparison for ranking purpose. If the firm has not quoted for any optional item (except the items of turnkey) their offer will be treated as TECHNICALLY RESPONSIVE if otherwise meeting the specification.

(P.T.O for Schedule wise Technical Specification)

• **Schedule 1**
LC-MS/MS (QQQ)

SPECIFICATION FOR LC-MS/MS WITH UHPLC FRONT END SYSTEM
 inclusive of all accessories viz., Nitrogen Generator, UPS, Computer, etc.

Bench top High Sensitivity Triple Quadrupole Mass Spectrometer – LC-MS/MS System

Mass Range, amu	5 -2000 amu
Resolution	Better than Unit mass FWHM (Full Width Half Maximum) ≥ 0.7
Mass Stability	0.05 Da over 12 hours
Sensitivity	MRM ESI Positive mode: 1pg/uL on column reserpine should give S /N greater than 90,000:1 based on 1uL injection volume MRM ESI Negative mode: 1pg/uL on column chloramphenicol should give S /N greater than 65,000:1 based on 1uL injection volume
Scan speed	Should have the scan speed of 15,000 amu per sec or above
Source Interface	Two different ionization sources i.e., dedicated ESI Ionization Source and dedicated APCI Ionization Source must be offered Orthogonal off-axis spray (Electrospray) or any other equally efficient technology capable of avoiding interference from solvents and other extraneous matter. Interface should maintain cleanliness of ion optics and capable of handling large batches of complex samples Capable of handling large batches of complex sample for long period of time without performance degradation Cleaning of source should be done without venting the system and facility to vacuum interlock Interface capable of ambient temperature operation and without complex apertures to maintain structural integrity of thermally labile and fragile molecules.
Polarity switching time	+ve / -ve polarity switching time between alternate MRM scans should be 25 msec or less
Vacuum System	Robust high efficiency vacuum system with minimum maintenance and utility with low noise level. Vacuum read backs must be digitally monitored and controlled through software to ensure fail-safe operation in the event of power failure. All accessories required for the proper functioning of the vacuum system should be included.
Quadrupoles	High quality mechanical tolerance and minimum coefficient of thermal expansion for high standard of mass stability in varying lab temperature conditions. Prealigned filters to ensure excellent focusing of ions into Quadrupoles for high sensitivity and better resolution. Support to minimize the ion loses for better sensitivity in ion optics. Neutrals and gas load are passively removed for enhanced transmission with the ions actively transferred into the mass analyzer, improving sensitivity and robustness
Collision Cell	To allow very low dwell times allows inter channel delays (1 milliseconds or better) without sacrificing sensitivity. Eliminate cross talk to enable multiple MRM studies with a single run.

Tender Document

	Fast data collection of at least 500 MRM data points per sec or better without compromising performance MS and MS/MS along with matrix monitoring to be performed in single run
Gas Control	All gases must be controlled by the software.
Dynamic range	5 orders of magnitude or better
Operating modes	Mass spectrometer should have the following scan options: Full scan Selected Ion monitoring/ recording (SIM/SIR) Product ion scan Precursor ion scan Neutral loss scan Multiple Reaction Monitoring (MRM) MS and MS/MS in a single injection with matrix background monitoring) Simultaneous full scan and MRM
Detector	A high sensitivity, high throughput detector with zero dead time, low noise and high accuracy at low level detections. An off-axis dynolite photomultiplier/Electron Multiplier detector Detector must operate in both positive and negative ion modes. Capable of switching polarity rapidly.
Nitrogen Generator	Should be supplied with the system along with the trouble free inbuilt compressor and appropriate capacity reservoir which should be sufficient enough to deliver the gases required to run the system Should be complete with all necessary accessories
Computer and Operating system	Core i5 Processor, 8 GB Ram, 1 TB Hard disk, DVD Writer, 19" led monitor, Window 7 Operating System with Laserjet Printer
Workstation Software	Software must be Multitasking type. It must acquire and process the data simultaneously 21 CFR Part 11 compliance should be offered. Must be capable of performing the following functions and should be upgradable. Workstation must be able to control the MS, acquire, store, process and reproduce the data by the same computer. Workstation must be able to control LC, Detector and auto sampler. It must be able to regulate the gas pressure and flow during the data acquisition and append to the relevant data file. Software must have automated calibration and Quantitative optimization. Automated MS to MS/MS switching during a single run with user selectable criteria Technology for the system optimization and status monitoring, performing the following parameters: System parameters checks and alerts Integrated sample/calibrant delivery system and programmable divert valve Automated mass calibration Automated Sample tuning Automated SIR and MRM method Development. MS and MS/MS in a single run

• **Schedule 2**

GC-HS

Gas Chromatography with Head Space
GAS CHROMATOGRAPH : Fully Microprocessor controlled with FID, Head Space and Liquid Auto sampler
Specification of Gas Chromatograph:
Four-line display plus graphic array provides all needed data, including all temperature and pressure/flow parameters, type of carrier gas, carrier gas column pressure, flow rates, split flow, detector gas flow rates and all detector parameters. Auto shut down of instrument in case of leaks in carrier gas. Auto adjustment of carrier gas flow to compensate for variations in ambient temperature and pressure. Voltage: 220V/ 50 Hz, Single phase. Automatic leak check and column characterization facility. GC Oven should Future up-gradable to Ultra fast option. GC must support two inlets and 2 FID detectors (one for packed and one for capillary columns and fittings)
Pneumatics must be electronic and programmable.
A) Temperature Programmable Oven for column:
1. Should have an operating range of few degrees above ambient to 450 °C or higher.
2. Heating rate: 50°C/min. or higher.
3. Column overheat protection.
4. Temperature programmer with at least 7 ramps and 8 plateaus or better.
5. Rapid cool down of the oven temperature.
6. Typical heat-up: from 50°C to 450°C in 500 seconds. Typical cool down: 450 °C to 50°C in 500 seconds.
B) Two Nos. Injector with independent heating: One Programmable split/ splitless injector and one packed column injector
a) Temperature range: 400°C or more.
b) The injector must be able to operate with all capillary and wide bore
c) The inlet chamber design has to avoid the contact of the sample with hot metal surface.
d) The injector must allow timed closure/opening of the purge line.
C) Two No. Flame Ionization Detector (FID) (one for packed and one for capillary columns)
1) Maximum operating temperature: 450°C.
2) Linear dynamic range: $\geq 10^6$.
3) Detectivity: 2×10^{-12} gC/sec
4) Auto flame out detection.
5) Acquisition rate 50 Hz or more.
HEAD SPACE&LIQUID AUTOSAMPLER:
Autosampler is a versatile automatic sampling system platform conceived on a 3-axis turret movement approach, designed. Should control through same GC software.
1. HEAD SPACE (AUTOSAMPLER)
. The autosampler must be able to transfer sample vapour to the injector with Transfer line.
. The auto sampler must permit adjustable and known sample volume to be introduced without requiring a change of sample loops
. Sample vapour of upto 15 ml can be injected for high sensitivity analysis.
. The autosampler must permit free access to the injection port for routine maintenance and manual injection.

Tender Document

<ul style="list-style-type: none"> . Must allow housing of 8 or more sample vials of 10 or 20 ml capacity . Must permit sequential injections on the same inlet for sample enrichment. . Must feature dedicated turret for handling of proprietary gas tight syringe. . The syringe must be heated and feature a gas line for purging with inert gas, when required. . The type and volume of the syringe must be automatically detected by the system. . Relative standard deviation 5% or less . Must handle any Large Volume injection techniques. (PTV-LV, LV Split less, LV- On column)
<p>2. LIQUID AUTOSAMPLER</p> <ul style="list-style-type: none"> . Must be able to house up to 50 or more sample vial (2ml capacity) . Must allow installation of two needle length syringes, so to be able to address any injection mode or injector type. . The type and volume of the syringe must be automatically detected by the system. . Must allow installation and automation of syringe featuring volumes from 0.5 to 100 µl. . Must be able to perform sequential injections in two inlets using different methods and injection modes, regardless the type of injector.
<p>1. The sampling system must be programmable with 8 different operating modes and, if required must allow access to a lower level of parameter setting.</p>
<p>2. Must be able to achieve combined multiple solvent rinsing with upto 4 different solvents.</p>
<p>Necessary Gas Cylinder with Regulators</p> <p>(1) Hydrogen, Nitrogen, and Zero Air Gas Cylinder</p> <p>Gas Manifold for Hydrogen, Nitrogen & Zero Air with indicative Oxygen, Moisture and Hydrocarbon trap with copper tubing from Cylinder to Manifold and Manifold to Instrument with universal colour code and direction of flow.</p> <p>Gas Station to run the system along with 10 KVA True Online UPS with 60 minutes backup should be quoted,</p> <p>Accessories for Auto sampler:</p> <p>a. 2ml Vials with septa for crimp seal : 500 Nos. b. Crimping tool for sealing vials : 02 Nos. c. Syringe 10ul FN for Auto sampler: 05 Nos.</p> <p>Installation kit comprising;</p> <ul style="list-style-type: none"> • Stainless /suitable steel tubing • Assorted Swagelok fittings, • Nuts, • Ferrules, • Unions, • Tees,
<ul style="list-style-type: none"> . Glass column 1 m x 3.2 mm, Packed with porous polymer beads(150-180 micrometer) Qty – 1 . Glass column 1.8 m x 2 mm, Packed with Acid washed diatomaceous support (80- 100 mesh) coated with 15 %w/w poly ethylene glycol 400 - Qty – 1 . Glass column 2 m x 3 mm, Packed with 10 % diethylene glycol succinate on Acid washed & silanised flux -calcinated siliceous earth (chromosorbs WHP 80-100 mesh)- Qty – 1 • A fused - silica capillary column 30m x 0.32 or 0.53 mm coated with cross linked 6 % polycyanopropyl phenyl siloxane and 94 % polydimethylsiloxane - Qty - 1
<p>1. Stainless steel column 4mx2mm packed with diatomaceous support (125-180 mesh) impregnated with 5% carbowax 20M(polyethylene glycol compound 20M) - Qty - 1</p>

Accessories:

- 1) All Flow Controller i.e. Carrier flow, Make-up flow, Hydrogen flow, Air flow etc. value should set through Software by PC.
- 2) Should have real time display for chromatogram.
- 3) Head Space Auto Sampler, Automation and event control from PC through same software.

Data handling system:

- 1) Suitable computer as per specification mentioned in General Specification
- 2) Suitable Software CFR – 21, Part -11 compliance.
- 3) Suitable Laser Printer

Documents and Trainings:

- . IQ - OQ and PQ documents
- . On site Calibration with traceable reference material , to be done by the supplier on installation and thereafter every six months during warranty and CMC period.
- . On Site Training at the time of installation

Schedule 3**CHNS**

Combination process	:	Static and dynamic. Technique to ensure complete combustion.
Furnace	:	Vertical, ceramic
Combustion Furnace temperature	:	Adjustable, 100-1100°C
Reduction furnace temperature	:	100-1000°C
Pyrolysis furnace temperature	:	100-1100°C
Sample temperature	:	≥1800°C
Component separation technique	:	Chromatography frontal gas chromatograph to ensure reliable and accurate measurement of combustion gases.
Detector	:	Thermal conductivity detector (TCD)
Gases required (filled gas cylinder of suitable capacity with regulation to be given)	:	Carrier gas – Helium/Argon Combustion gas- Oxygen (in CHN/CHNS mode) Pyrolysis gas – 5-8% H in He (O ₂ mode option)
Gas economizer	:	Integrated to reduce consumption of gases
Optimal control	:	For complete combustion
Copper reduction agent regeneration	:	To be quoted as option (using hydrogen gas mixtures)
Auto sampler	:	With at least 50 positions
Automatic weight transfer	:	Without use of manual weights. To be compatible with standard microbalance of Perkin Elmer. Mettler Toledo/Sartorius (quote as option)
Auto shutdown and start up	:	To reduce the furnace temperature at the user set times and dates as well as to undertake reheat and calibrate.
Column switching accessory	:	To switch between (opt) O ₂ and CHN/CHNS modes (quote as option)
Software requirements	:	Security feature (industry standards-21 CFR part 11)
	:	Calculations: Elemental ratio, empirical formula, % polymer, solvent of crystallization dry basis, heating value, theoretical energy of combustion. Statistical Analysis: Average, standard deviation, variance, relative standard deviation Diagnostic recording: To provide permanent record of instrument timing, leak testing and status monitoring.

Tender Document

Performance indices	:	Accuracy $\leq 0.3\%$ (in Helium carrier gas using certified standards. Standards to be supplied) Precision $\leq 0.2\%$ (in Helium carrier gas using certified standards)
Analysis times	:	CHN : 6 min (approx) CHNS: 8 min (approx) O ₂ : 4 min (approx)
Sample size range	:	0 to 500 mg (depends on sample type) specify
Analytical range (preferred)	:	C 0.001 – 3.5 mgs H 0.001 – 1.0 mgs N 0.001 – 6.0 mgs S 0.001 – 2.0 mgs O 0.001 – 2 mgs (opt)
Data output	:	RS 232 C
Data processor	:	Latest microprocessor, adequate online and archive memory, TFT screen (colour) printer, UPS
Site requirements power	:	Specify
Accessories	:	230 Vac, 50 Hz
Documentation	:	Include all essential accessories, consumables and spares in the quoted price.

Standard, Safety and Training

1. Should be FDA/ UL/ CE/ BIS approved product.
2. Canadian Standards Association & CAN/CSA-C22-2 No. 61010-01-4, CSA/Nationally Recognized Test Laboratory (NRTL) UL 61010-1:2005 & International Electrotechnical Commission (IEC) 61010-1, EuroNorm (EN): 61010-1
3. Manufacturer should have ISO 9001 certificate for quality standards.
4. On site comprehensive training for lab staff and support services till customers satisfaction with the system.
5. Installation testing: Supplier of the instrument must provide free installation, commissioning and testing
6. Should comply with 21 CFR parts 11.
7. User/Technical/Maintenance manuals to be supplied in English.
8. Certificate of Calibration and Inspection.
9. List of Equipment available for providing calibration and routine Preventive maintenance support as per manufacturer service/maintenance manual.
10. Compliance report to be submitted in a tabulated and point wise manner clearly mentioning the page/para number of original catalogue/data sheet. Any point, if not substantiated with authenticated catalogue /manual, will not be considered.
11. Current users /performance list to be provided and demonstration covering all aspects has to be provided.
12. Validation document should supply by vendor etc IQ, OQ ,PQ.
13. Surge Protector is to be quoted and supplied with the instrument.

Schedule 4
High-Performance Liquid Chromatograph with Ultraviolet Detector
HPLC Quaternary Gradient with UV-VIS Detector and Auto sampler

Technical specifications**1. Pump**

Pressure	<ul style="list-style-type: none"> ➤ Quaternary gradient with online degasser ➤ Should have pressure operating range of 7500 psi or better
Flow	0.1-5 ml/min or better
Flow Precision	0.1% RSD or better
Flow Rate Accuracy	±1%
Eluent Degassing	Online membrane degasser for all channels
Gradient Mixer	Quaternary mixing and gradient capability using high speed proportionate valve
Solvent Setting Range	4 solvents setting range: 0-100% with 0.1% increments
Diagnostic Features	Error detection and display, Leak detection and safe leak handling

2. Detector

Multi Wavelength UV-VIS	Simultaneous multi wavelength measurement at minimum four points
Wave length Range	190-700 nm
Wave length Accuracy	±1 nm
Wave length Repeatability	±0.1 nm
Drift	1 x 10 ⁻⁴ AU/h or better
Noise Level	0.25 x 10 ⁻⁴ AU or better
Light Source	D2 and Tungsten Halide
Lamp Hour	D2 lamp > 2000 hr lifetime

3. Thermostated Column Compartment with Cooling Facility

Workable Temperature Range	10 to 80 Degree C
For column length	300 mm
No. of columns accommodated	Minimum 2
Temperature Stability	±0.1°C of set temperature
Cooling system	Peltier based or equivalent technology

4. Autosampler

Injection Mode	Total volume Injection / Variable Injection method
Injection Volume Range	0.1-100 µl (Standard)
Replicate Injection	Per vial 1-50
Sample Capacity	100 x 2 ml vials or more
Injection Volume Accuracy	±1% or better
Cross contamination	<0.1% with & without automated needle wash
Carry over	0.01% from previous injection or better
Temperature Operating Range	10°C below ambient to 70°C
Temperature Accuracy	±0.5°C

5. HPLC Columns (C-18 column and C-8 Columns)

- (i) C8 = 250 X 4.6 X 5 µm = 2
- (ii) C8 = 150 X 4.6 X 5 µm = 2
- (iii) C18 = 250 X 4.6 X 5 µm = 5
- (iv) C18 = 150 X 4.6 X 5 µm = 2
- (v) Cyano = 150 X 4.6 X 5 µm = 1
- (vi) Amino = 250 X 4.6 X 5 µm = 1
- (vii) Phenyl = 250 X 4.6 X 5 µm = 1
- (viii) Silica = 250 X 4.6 X 5 µm = 1

6. Software with PC and Printer

Suitable software 21 CFR Part 11 compliance, Laser Printer and computer as per General Specification

7. Documents and Trainings

- (i) IQ - OQ and PQ documents
- (ii) All consumable parts should be covered except columns and vials during warranty and CMC period
- (iii) On site Calibration with traceable reference material, to be done by the supplier on installation and there after every six months during warranty and CMC period
- (iv) On Site Training at the time of installation

8. Note- (i) **Centralized Multifunction machines minimum of 45 CPM with Duplexing and networking must be provided- 3 Nos.**
- (ii) **Centralized UPS of 100 KVA with 15 min back up must be provided- 1 no/set**
- (iii) **Suitable computer with minimum 18"Screen/ 8th Generation/Latest Configuration must be provided- 25 sets**

Schedule 5

High-Performance Liquid Chromatograph with PDA/DAD/RI/FLD

Technical specifications**8. Pump**

Pressure	<ul style="list-style-type: none"> ➤ Quaternary gradient with online degasser ➤ Should have pressure operating range of 7500 psi or better
Flow	0.1-5 ml/min or better
Flow Precision	0.1% RSD or better
Flow Rate Accuracy	±1%
Eluent Degassing	Online membrane degasser for all channels
Gradient Mixer	Quaternary mixing and gradient capability using high speed proportionate valve
Solvent Setting Range	4 solvents setting range: 0-100% with 0.1% increments
Diagnostic Features	Error detection and display, Leak detection and safe leak handling

9. Detector**(A) PDA**

Wave length Range	190-700 nm
Diode Element	minimum 512
Wave length Accuracy	±1 nm
Wave length Precision	± 0.1 nm
Noise	0.6×10^{-5} AU
Drift	5×10^{-4} AU/h
Temperature Operating Range	5° C below ambient temp to 50°C
Temperature Accuracy	±0.5 °C
Path length	10 mm (standard Analytical cell)
Cell Volume	Approximately 10 µL
Light source	D2 and Tungsten lamp

Tender Document

Lamp Hour	D2 lamp >2000 hr lifetime
-----------	---------------------------

(B) FLUORESCENCE DETECTOR

Light Source	Xe lamp with standard wattage
Wavelength Range	200-900 nm
Wavelength Accuracy	± 2 nm
Wavelength Reproducibility	±0.2 nm
Excitation Wavelength	200 nm to 700 nm
Emission Wavelength	280 nm 900 nm
Wavelength Scanning	Scanning of Excitation and Emission wavelengths
Flow Cell volume	approximately 10 µl
Pressure	2Mpa
Sensitivity	500:1 (Tangent method) 700:1 (Base line method)_
Temperature Operating Range	5° C below ambient to 50 ° C
Temperature Accuracy	±0.5 °C

(C) RI DETECTOR

Refractive Index Range	1.00 to 1.75 RIU
Noise Level	± 1.5 x 10 ⁻⁹ RIU
Drift	1 x 10 ⁻⁷ RIU/hr
Cell Volume	Approximately 10 µL
Temperature Control	Temp controlled Flow cell unit
Temperature Operating Range	5° below ambient to 50°C
Temperature Accuracy	±0.5 °C

10. Thermostated Column Compartment with Cooling Facility

Workable Temperature Range	10 to 80 Degree C
For column length	300 mm
No. of columns accommodated	Minimum 2
Temperature Stability	±0.1°C of set temperature
Cooling system	Peltier based or equivalent technology

11. Autosampler

Injection Mode	Total volume Injection / Variable Injection method
Injection Volume Range	0.1-100 µl (Standard)
Replicate Injection	Per vial 1-50
Sample Capacity	100 x 2 ml vials or more
Injection Volume Accuracy	±1% or better
Cross contamination	<0.1% with & without automated needle wash
Carry over	0.01% from previous injection or better
Temperature Operating Range	10°C below ambient to 70°C
Temperature Accuracy	±0.5°C

12. HPLC Columns (C-18 column and C-8 Columns)

- (ix) C8 = 250 X 4.6 X 5 µm = 2
- (x) C8 = 150 X 4.6 X 5 µm = 2
- (xi) C18 = 250 X 4.6 X 5 µm = 5
- (xii) C18 = 150 X 4.6 X 5 µm = 2
- (xiii) Cyano = 150 X 4.6 X 5 µm = 1
- (xiv) Amino = 250 X 4.6 X 5 µm = 1
- (xv) Phenyl = 250 X 4.6 X 5 µm = 1
- (xvi) Silica = 250 X 4.6 X 5 µm = 1

13. Software with PC and Printer

Suitable software 21 CFR Part 11 compliance, Laser Printer and computer as per General Specification

14. Documents and Trainings

- (v) IQ - OQ and PQ documents
- (vi) All consumable parts should be covered except columns and vials during warranty and CMC period
- (vii) On site Calibration with traceable reference material, to be done by the supplier on installation and there after every six months during warranty and CMC period
- (viii) On Site Training at the time of installation

Schedule 6

Dissolution Apparatus with Auto Sampler

Technical Specifications

- Complies with Pharmacopoeial specifications
- Shaft locking mechanism for positive engagement and Wobble free operation
- Bath drain for easy removal of water from bath
- Menu driven software with on-line help.
- 8 Paddle System with SNAP FIT Shaft or batter system for paddles & basket.
- Precise Individual Vessel Centering system.
- Sturdy bath top plate with clear moulded bath.
- Real time digital clock.
- Temperature control wake up (Heater turns on at preset clock time)
- 12 Programmable sampling intervals & 20 programmable protocols
- Validation print out with summary of test.
- Power failure recovery.
- On-Line/Off-line sampling facility
- Volume adjustable from 1 to 99 ml.
- Vibration free, smooth electrical lift movement
- Auto calibration of temperature
- Reduces Routine Validation
- Audio-Visual status and error indication
- On-line validation and printout of test parameters.
- Instrument levelling system.
- Vibration dampeners are to be provided to minimize the effect of vibration on the dissolution test.
- Sturdy Motorized telescopic lift.
- Magnetically coupled Water Circulating pump for precise temperature time control of water bath.
- Low evaporation vessel lid.

Accessories

8 Nos. Paddles

8 Nos. Baskets with Rods

8 Nos. S.S. Cannulas (without Filters)

1 No. Water Circulating Pump

8 Nos. Clear and Amber Color Merlon Jars with lids.

08 Nos. of polycarbonated jar with LID.

1 No. Molded Perspex Water Bath with heater and sensor

1 No. External Probe.

With Programmable System Control with Splash proof operational Panel, LCD Display for RPM, Temperature & Elapsed Time Displays For 12 sampling intervals, Built-in control of speed, Bath vessel Temperature, Interfaces for automated Collector & programmable for 12 Different products.

h) SINKERS as per USP (Set of 6 Nos.)

- i) SINKER (SMALL SIZE: 5/15.5 mm)
- ii) SINKER (SMALL SIZE : 6/18 mm)
- iii) SINKER (SMALL SIZE : 8/23 mm)
- iv) SINKER (BIG SIZE : 11/31mm)

Off Line Syringe Sampling Accessories For Sample Collection Includes
Motorised Sampling Manifold

Wherein user define different media volumes like 500 ml, 750 ml, 900ml, 1000 ml as well as the apparatus type such as Basket &Paddle.

No turbulence created to the agitation properties

Syringe Pump - 06 With 8 Syringes (10 MI) & (25 MI) 4 Way Valve

FEATURES:

Station syringe sampler pump for 6 Channel.

Sampling accuracy $\pm 1\%$

Can adapt 10 ml & 25 ml syringe.

4 way Rugged Valve system for Sampling, Replenishment & Dilution.

Max. online dilution possible 1:10

All syringe & Valves to operate synchronously for parallel selection.

Zero Setting for each Syringe.

Motor mounting with noise suspension.

PTFE Carrier Tube Set

(with connector for manifold syringe pump & sample collector)

0.8 MM PTFE TUBING WITH FERRULE CONNECTION

- 1. All PTFE Carrier tubing 1.6 mm \times 0.8 mm.
- 2. Tube Connectors by flameless fittings for firm connection & easy change over.

SS. Tip Full Flow Filters:

Optimises filter Life by Providing Increased Surface Area.

FILTER - 15 – MICRON (SET OF 6)

Suitable Fraction Collector

Sample Collector:

To collect 8x 24 total samples with rinsing facility

Tablet Input Device: to insert 6 tablets simultaneously provided with polymer coated plate with low evaporation lids.

Individual Vessel Temperature Sensor, Indicator And Recorder With Printer Port (Set of 6).

Syringe Filter Manifold:

(8 Nos. disposable syringe filter can be inserted)

SOFTWARE must have following compliance.

All data safety requirements in the GMP and GLP guidelines as well as CFR 21 part 11.

Audit trail log for all the events, errors, warnings with electronic signatures

Access level security (Password Protection)

Data Handling System

Suitable Software CFR – 21, Part -11 compliance.

Suitable computer as per specification mentioned in General Specification
Suitable Laser Printer

Documents and Trainings:

IQ, OQ and PQ documents

Calibration certificate with traceability, to be done by the supplier every six month during the warranty and CMC period.

On Site Training at the time of installation

Schedule 7

Disintegration Test Equipment (1 basket for 6 tablets)

DT Apparatus - TABLET/CAPSULE DISINTEGRATION TESTER

- **Compliance as per Pharmacopoeial Requirements with two Basket assembly with magnetic catch,**
- Dual timer & Dual Drive .
- Dual Timer: Baskets will have individual timer.
- Dual Drive : Each basket is driven by individual drive.
- Provision to indicate individual tablet/capsule disintegration time with different colour code.
- Moulded Water bath.
- Contrast Fluorescent light from the bottom of water bath.
- **Temperature Controller with Heater & Stirrer unit & Water level probe,**
- LCD display (20X4 lines).
- External probe 3 Nos. (2 for beakers & 1 for water bath.
- Bath drain for easy removal of water from bath.
- PC Keyboard Interface
- RS 232 Port
- Printer Interface for test results & validation report.

Data Handling System

- Suitable Laser Printer

Documents and Trainings:

- IQ , OQ and PQ documents
- Calibration certificate with traceability, to be done by the supplier every six month during the warranty and CMC period.
- On Site Training at the time of installation

Schedule 8

Ultraviolet/ Visible Spectrophotometer

Technical Specifications

OPTICAL SYSTEM	- Double beam
Optics	- Double beam sealed, quartz coated, with monochromator
GRATING	- Double blazed / higher performance blazed
WAVE LENGTH RANGE	- 190 nm to 900 nm
WAVE LENGTH ACCURACY	- ± 0.1 nm
STRAY LIGHT	- 0.0025% or less
RESOLUTION	- 0.1 nm
PHOTOMETRIC MODE	- Absorbance, Transmittance, Reflectance, Energy
PHOTOMETRIC RANGE	- Abs -4 to +4, %T: 0 to 400%
PHOTOMETRIC ACCURACY	- ± 0.002 Abs (0.5 Abs) ± 0.004 Abs (1 Abs) ± 0.006 Abs (2.0 Abs)
PHOTOMETRIC REPEATABILITY	- Less than ± 0.001 Abs (0.5 Abs) Less than ± 0.001 Abs (1 Abs) Less than ± 0.003 Abs (2.0 Abs)
SPECTRAL BAND WIDT	- 0.1, 0.2, 0.5, 1, 2, 5 nm (6 steps)
WAVELENGTH SLEW RATE	- VARIABLE UPTO 3000 nm/min
BASE LINE FLATNESS	- within ± 0.0003 Abs
DRIFT	- Less than 0.0003 Abs/h at 700 nm
DETECTOR	- photomultiplier
DATA PROCESSING	- software based with integrating & derivative plot facility (min 2 nd derivative)
Additional Spare	- 1 PAIR QUARTZ CUVETTE (1-cm, 5 ml) - 1 No.

SOFTWARE WITH PC AND PRINTER

Suitable software 21 CFR PART 11 compliance, Laser Printer and computer as per General Specification

DOCUMENTS AND TRAININGS

IQ - OQ and PQ documents

On site Calibration with traceable reference material, to be done by the supplier on installation and there after every six months during warranty and CMC period.

On Site Training at the time of installation.

Schedule 9

FT-Infrared Spectrophotometer with Pellet Press

TECHNICAL SPECIFICATIONS

- Fully Computer Controlled COMPACT BENCH-TOP FTIR system with universal sample Compartment for working with all commercially available accessories.
- The system should have zero alignment optics for long-term stability reliability and reproducibility of the optical components.
- The system should have the self-compensating for dynamic alignment changes due to a tilt and shear.
- The system should have latest digital signal processor.
- The instrument should indicate whether the source and laser are operational.
- Wave number range: 7800 to 375 cm^{-1}
- Source: Long Life IR Source
- Detector: MID-IR /DLTGS/DTGS detector with temperature control mechanism
- Resolution: 0.1 cm^{-1} or better
- S/N Ratio: 30000:1 or better Peak-Peak, 5 Seconds Scan
- Wave number precision: 0.01 cm^{-1} at 2000 cm^{-1}
- Beam splitter: KBR coated with Germanium (Ge)
- The system should be supplied with sealed and desiccated optical set up with built-in purge facility.
- The software should have real time data collection and should have the facility to continuously monitor the performance of source, detector, power supply and laser.
- The system should be supplied with multi-media tutorials.
- The software should also have: Compare Software, Spectral Search; Quantitative Analysis software Automatic atmospheric suppression; SOP builder; Spectral interpretation for unknowns; Quality checks programs and CFR-21 Part-11 Compliance.
- The system should have provisions to minimize the effect of atmospheric water and CO2 interference
- Libraries: BUILT IN LIBRARY WITH Minimum 2500 REFERENCE SPECTRA FOR DRUGS.
- A good number of Rechargeable Desiccant packs.

Major Accessories

- 1 Nos. ATR with monolithic diamond probe.
- 1 Nos. Fixed Volume Liquid Cell and fixed thickness (0.5 mm).
- 1 No. Sodium Chloride pellets with Holder for liquid paraffin mulls.
- 1 Nos. Hydraulic Press with 13mm KBr die and Pellet Holder should be supplied.
- 1 Nos. Polystyrene film of 0.3 mm having NIST Traceable certificates.
- 1 Nos. Agate Mortar Pestle (dia 2 inch)
- 1 Nos. Suitable Portable De Humidifier to maintain 30- 60% RH,
- Temperature and RH Digital Indicator having traceable certificate.

SOFTWARE WITH PC AND PRINTER

Suitable software 21 CFR PART II compliance, coloured Laser Printer and computer as per General Specification

DOCUMENTS AND TRAININGS

IQ - OQ and PQ documents

On site Calibration with traceable reference material, to be done by the supplier on installation and there after every six months during warranty and CMC period.

On Site Training at the time of installation.

Schedule 10

Karl Fischer Titrator (Semi-Micro Determination of Water)

Technical Specification:

1. Burette Drive resolution: 20,000 Steps.
2. Burette Resolver resolution : 0.0625% of burette volume
3. Burette Filling time and discharge time: 20 s at 100% filling rate
4. Burette resolution (for 5 mL burette): 0.25 μ L
5. Polarized Measurement range : -2000...+2000 mV
6. Polarized sensor Resolution: 0.1 mV
7. Polarization current range: 0...200 μ A
8. Polarization current resolution : 0.1 μ A
9. Drift measurement: Online, < 5 μ g/min
10. Measurement range: 10 ppm...100%
11. Repeatability: 0.3% at >10 mg H₂O
12. One Click TM user interface:
13. User Interface: User specific Home screen with Shortcuts, User management, online screen with direct start of sample and conc. determ. Complete online views with curves and data section online help.
14. Work at PC software, but Touch screen always shows the curves and measured values.
15. RFID chip or equivalent on burette to make sure the correct use and is automatically found from the method.
16. Solvent Manager: Solvent fully controlled by the instrument and started with a Shortcut and Overflow protection valve on waste bottle.
17. Direct One Click start from Home screen with Auto start and direct weight entry.
18. All accessories are automatically recognized and ready to use immediately.
19. Modern communication (USB, Ethernet) and up-to-date technology.
20. User interface and printouts in English
21. Fully integrated network software with MS-SQS data base management and controlled in standalone or network dual mode operation touch-screen or PC software.
22. Suitable electrode 2 numbers with stand.
23. Suitable KF vessel.

SOFTWARE WITH P.C. AND PRINTER

Suitable software 21 CFR PART II compliance, Laser Printer and computer as per General Specification

DOCUMENTS AND TRAININGS:

IQ - OQ and PQ documents

On site Calibration with traceable reference material, to be done by the supplier on installation and there after every six months during warranty and CMC period.

On Site Training at the time of installation.

Schedule 11

Potentiometric Titrimeter

Description

Technical Specification:

Microcontroller based automatic titrator:

mV range: ± 3200 mV

Accuracy: 0.1 mV

Burette resolution (for 10-mL burette): 1.0 μ L (1/10000 of the burette volume)

Automatic selection of burette drive

Filling time < 20 sec.

Magnetic stirrer OR propeller stirrer and Speed control by Titrator

Display: touch screen with user friendly icon menu.

Method Development: Intelligent method editor, with clear scientific meaningful parameters

Calculation: Very easy and clearly understandable, scientific calculation formulas and parameters, Same calculations for all the user and different methods.

Weight transfer from balance: Fast takeover of sample weights via balance be possible.

Burette validation certificate traceable to NIST should be provided.

System should have full control with inbuilt or external PC software.

Software should have capability for continuous online audit trials monitoring without deactivation facility and should have facility for user password history and 21CFR Compliance.

System should be provided with electrode for acid base, non-aqueous, Complexometry and fluoride ions selective electrode each one.

Input/ output peripheral interface: serial port for balance, USB connectivity for data backup & software up gradation, Laser jet printer connectivity through wireless LAN

Method storage: 2GB data storage capacity for methods as well as results.

SOFTWARE AND PRINTER

Suitable software compatible to 21 CFR Part 11 Compliance with valid license key provided through manufacturer. License key should supply from original manufacturer along with instrument and laser printer.

DOCUMENTS AND TRAININGS:

IQ and OQ documents

On site Calibration to be done by the supplier on installation.

On Site Training at the time of installation.

OTHER CONDITIONS:

The system quoted should be of latest model.

Warranty: 3 year standard warranty from the date of successful installation of the equipment.

Schedule 12

Pharma Refrigerator (2-8°C)

Specification:

- 1- Temperature Range 2 to 8 °C
- 2- Capacity: 1000 litre or more
- 3- CFC Free, Microprocessor Controlled, Noise Free Operation
- 4- Digital Temperature Programmable
- 5- Number of Doors: 2 glasses Doors
- 6- Shelves: More than 5 perforated shelves
- 7- Preventive Unauthorized Access Control
- 8- Inbuilt data logger with traceable certificate (Preferably with SD card, Data Cable for easy backup)
- 9- Alarm for power failure, temperature, sensor failure and incorrect voltage
- 10- Voltage Stabilizer and suitable power backup unit for 30 minutes.

PRINTER

Suitable Laser Printer

DOCUMENTS AND TRAININGS:

IQ - OQ and PQ documents

On site Calibration with traceable reference material, to be done by the supplier on installation and there after every six months during warranty and CMC period.

On Site Training at the time of installation.

Schedule 13

Analytical Balance

Technical Specification

Max Capacity	Approximately 30 gms
Readability	0.01 mg
Repeatability (sd)	0.03 mg
Linearity	0.2 mg
Sensitivity Temperature Drift (10°C30°C)	2.5 ppm/°C
Setting Time, Typical	4s/>15s
Adjustment Pan	Built In
Weighing Pan	Approximately 80 mm
Usable Height of Draft Shield	Approximately 225

PRINTER

Suitable Laser Printer as per General Specification

DOCUMENTS AND TRAININGS:

IQ - OQ and PQ documents

On site Calibration with traceable reference material, to be done by the supplier on installation and there after every six months during warranty and CMC period.

On Site Training at the time of installation.

Schedule 14

Top loading Balance

Maximum capacity	: 4200 g
Readability	: 0.01 g
Repeatability (nominal) (sd)	: 0.01 g /0.007 g
Linearity deviation	: 0.02 g /0.006 g

SOFTWARE WITH P.C. AND PRINTER

Suitable software 21 CFR PART II compliance, Laser Printer and computer as per General Specification

DOCUMENTS AND TRAININGS:

IQ - OQ and PQ documents

On site Calibration with traceable reference material, to be done by the supplier on installation and there after every six months during warranty and CMC period.

On Site Training at the time of installation.

Schedule 15

Melting- Point Apparatus

TECHNICAL SPECIFICATION

- Advance Microprocessor based digital automatic melting apparatus
- Compliant of USP/BP/IP standards
- Instrument should be furnace based
- Temperature Range up to 350 c
- Accuracy of detection of melting point: $\pm 5^{\circ}\text{c}$ - $200^{\circ}\text{c} \rightarrow \pm 0.5^{\circ}\text{C}$
- More than 200 $\rightarrow \pm 0.8^{\circ}\text{C}$
- Maximum cooling time 300°C to ambient(25°) in less then 20 minutes
- Method Storage :20 methods or more
- Visual image: display facility
- Number of capillaries for sample analysis:03 or more
- Print out facility to take reports and graphs
- Capillaries: min. 2000nos.should be quoted in the main system
- Integrated or external Laser jet printer
- LCD/LED coloured display
- Report format per GLP
- Colour video recording up to 60 min or more
- Automated Calibration procedure
- Provision of external SD card
- Last 20 result are stored internally or better

DOCUMENTS AND TRAINING

- IQ-OQ and PQ Documents
- Onsite Calibration with traceable reference material ,to be done by the supplier
- on installation and after every 6 months during warranty
- Onsite Training at the time of installation

Schedule 16

Ph meter

- 1- Should have working range from 0 to 14
- 2- Should have resolution 0.1/0.01pH
- 3- Should have temperature compensation Zero to 100degree C with ATC
- 4- Should have Rs. 232C output and supply Data Connector Cable
- 5- Should have automatic Calibration facility
- 6- Should have data Storage facility and record maximum and minimum value
- 7- Should have 3 stage calibration
- 8- Should have digital display with 0.001pH unit readability
- 9- Should supply Tri-combination pH/ATC electrode
- 10- Should supply Electrode + NIST traceable Standard buffer solution (pH 4.0, 7.0, 10.01 x 50ml for each bottle) + standard electrode holder + Ac/DC adapter
- 11- Should be provided with an electrode holder / arm with smooth movement.

SOFTWARE WITH P.C. AND PRINTER

Suitable software 21 CFR PART II compliance, Laser Printer and computer as per General Specification

DOCUMENTS AND TRAININGS:

IQ - OQ and PQ documents

On site Calibration with traceable reference material, to be done by the supplier on installation and there after every six months during warranty and CMC period.

On Site Training at the time of installation.

Schedule 17

Polarimeter with Multi Wavelength

Display	LCD not less than 2 lines
Measuring Range	ANGLE OF ROTATION - 89 deg to +89 deg arc
	Optical Rotation
	Specific Rotation
	Concentration (g/mL, G/100mL, G/L)
	Sucrose
	Glucose
	User Defined Scales
Optical Rotation Specification	
a. Measuring Range	±89.9degree
b. Resolution:	0.001 degree for entire measuring range
c. Accuracy	±0.005degree for entire measuring range
d. Repeatability	±0.002degree for entire measuring range
e. Response Time	12 second for the entire measuring range
Wavelength	365nm, 405nm, 436nm, 546nm, 589nm, and 633nm
Optical Cell	Stainless steel cell of 100mm and 200mm length
Detector	PMT/Photodiode/Equivalent
Detection Limit	UPTO 2 nd decimal or better
Measurement Accuracy	± 0.02 deg
Wavelength	365 nm, 405 nm, 435 nm, 546nm, 589 nm, 633 nm (All are mandatory)
Resolution	0.01
Light Source	Appropriate light source to cover all the above stipulated wave length
Temperature Controlled Cell Compartment	
Temperature Control	15 deg to 35 deg
Min Tube Length	220 mm
Accessories	CELL: 1 dm (5 ml), 2 dm (10 ml)

Schedule 18

Hot Air Drying oven (200 litres)

Technical Specification:

Performance

1. Operating Temp. Range Room Temp. +5 to 200deg.C.
2. Time to Reach to Max. Temp. Approx. 120min.
3. Temp. Adjustment Accuracy ± 1 deg.C (at 200deg.C).

Components

1. Interior Stainless Steel / Exterior Mild Steel with powder coated.
2. Uniform Heating using fan.
3. Heater (Mica) 3 KW or Higher.
4. Temp. Control Type PID Control by Microcomputer.
5. Operating Function Fixed Operation: Continuous Operation under the set Temp. (Manual Operation Only).
6. Sensor K-thermocouple (Double Sensor).

Internal Capacity Approximate 200Ltr.

DOCUMENTS AND TRAININGS:

IQ - OQ and PQ documents

Schedule 19

Vacuum Drying Oven with Mapping (30 litres)

Performance

1. Operating Temp. Range Room Temp. +5 to 200deg.C.
2. Operating Pressure Range 101 to 0.1 kPa (760 to 1 Torr).
3. Time to Reach to Max. Temp. Approx. 120min.
4. Temp. Adjustment Accuracy ± 1 deg.C (at 200deg.C) .

Components

1. Interior Stainless Steel / Exterior Mild Steel with powder coated.
2. Heating Type Direct Heating for Decompressed Chamber.
3. Heater (Mica) 3 KW or Higher.
4. Temp. Control Type PID Control by Microcomputer.
5. Operating Function Fixed Operation: Continuous Operation under the set Temp. (Manual Operation Only).
6. Additional Function Calendar Timer Function, Total Operation Hour Timer Function, Clock Display.
7. Sensor K-thermocouple (Double Sensor).
8. Suitable Vacuum Pump with connections for operation of Vacuum Oven.
9. Surge protector is to be supplied with the instrument.

Internal Capacity Approximate 30Ltr.

Standard, safety and training

1. Should be FDA/UL/CE/BIS approved product.
2. Manufacturer should have ISO 9001 certificate for quality standards.
3. On site comprehensive training for lab staff and support services till customers satisfaction with the system.
4. Installation testing: supplier of the instrument must provide free installation, commissioning and testing
5. Validation document should supply by vendor etc IQ, OQ, PQ.

Schedule 20

Muffle Furnace

- 1) Outer chassis of furnace must be made of Stainless steel / cold rolled steel with backed-on melamine resin coating for durability and insulation.
- 2) The insulation material should be vacuum molded high temperature resistive ceramic fiber.
- 3) The temperature working range should be from 100⁰C to 1100⁰C or higher.
- 4) The variation acceptable in temperature is within $\pm 2^{\circ}\text{C}$ at highest furnace temperature.
- 5) The temperature control must be via Microprocessor PID controller.
- 6) The temperature setting & display must be "DIGITAL".
- 7) The heating of furnace must be via Iron chrome wire heater.
- 8) The operation function should be timer, auto start, quick stop, digital setting etc.
- 9) The furnace should have extensive self diagnosis as, for heater, thermo couple sensor, SSR – out put regulator and over heat sensor.
- 10) The safety feature include the safety for over heat prevention and chemical leakage breaker.
- 11) The internal dimension should minimum be 200mm (w) x 250mm (d) x 150mm (h)

DOCUMENTS AND TRAININGS:

IQ - OQ and PQ documents

On site Calibration with traceable reference material, to be done by the supplier on installation and there after every six months during warranty and CMC period.

On Site Training at the time of installation.

Schedule 21

Centrifuge (Table-Top Model, 4-Place Swing Rotor) with Temperature Control

Technical Specification:

Centrifuge should have – Stepless speed regulator
Safety lid interlock to prevent cover, opening during centrifugation
Dynamic brake for quick deceleration
Digital speed meter and 0 to 60 minutes
Maximum Speed : 4500 RPM
Maximum Rcf : 2400 G
Maximum Capacity : 200 ml

Size :

Width (W) : 300 to 450mm
Depth (D) : 300 to 400mm
Height (H) : 200 to 300mm

Rotor and centrifuge tube of different capacity.

Schedule 22

Sonicator/Ultrasonic Bath

Technical Specification:

Ultrasonic Bath with heater made of Stainless Steel Body and SMPS power supply is required for dissolving drugs and cosmetics

Ultrasonic Bath should have:

Rectangular Shape tank with SS 316 with SS lid

Capacity: 10 Litres ± 0.5 litres

Tank Size: 20 - 30 cm (L) x 10 – 20 cm (B) x 10 – 20 cm (H)

Frequency: 30 to 40 KHz

Digital Timer: 0 to 30 Minutes

Digital Temperature Controller and Display should be provided

Compartment device to hold glass apparatus.

Schedule 23

Water Purification System

Technical Specification

Water purification unit with the following specification:

Two stage System should have RO and UV/HPLC grade purification facility and Water quality of the minimum specification of:

Type –II

Conductivity	: <0.2uS/cm @ 25 Deg. C
Resistivity @ 25 Deg C	: >5 to 50 Mega Ohms cm
TOC	: <20ppb
Output	: >7 Ltrs / Hr. @ 25 Deg C and Upgradable
Dispensing flow Rate	: 1 Litre / min
Bacterial	: < 1CFU/1000ml
Particle Content	: <1/ml

Type - I

Conductivity	: 0.055uS/cm @ 25 Deg C
Resistivity at 25 degC	: 18.2 Mega-Ohm –cm
Dispensing flow Rate	: Upto 2 Liters/Min
TOC	: 2 – 5 < 5 ppb
Bacterial	: 1CFU/ 10ml
Bacterial Endotoxin	: <0.001 EU / ml .
Particle using 0.2 µm filter	: less than 20 particle/100 ml

Feed water specification:

Source of water	: Municipal tap water / ground water
Capacity	: 30 liters or more

The system should be table top model with on line TOC & LCD display facility, flow rate up to 1.5 L/min, Dual purification cartridges with organic absorbents, ion exchange resins and membrane processes to purify the water to 18.2 mega ohms, in order to satisfy ASTM TYPE 1, ISO 3696 and USP Specification, The system should have a pure water recirculation system to maintain consistent peak quality.

DOCUMENTS AND TRAININGS:

- IQ - OQ and PQ documents
- On site Calibration with traceable reference material, to be done by the supplier on installation and there after every six months during warranty and CMC period.
- On Site Training at the time of installation.

Schedule 24

Orbital Water Bath Shaker

Technical Specification:

Shaker should have -

Digital temperature controller cum indicator

Digital Display

Batch material : Stainless Steel 304

Temperature range : Ambient to 95 Deg. C

Accuracy : + or -1.0 Deg C

Shaking Speed: 50 to 150 RPM

Size:

Width (W) : 300 to 450mm

Depth (D) : 300 to 400mm

Height (H) : 150 to 200mm

Schedule 25

Viscometer

Technical Specification

- Measurement range : suitable for viscosity range 20 - 2,00,000 cp Or better
- Speed : At least 8 variable speeds .
- Temperature range : 0 to 100°C.
- Accuracy : $\pm 1\%$ of full scale range in use.
- Repeatability : $\pm 0.2\%$ of full scale range in use.
- Display should include selected speed, spindle, reading, % of full scale, sample temperature, Shear rate, Shear stress, density (to be introduced by user)
- It should have 8 memories or better .
- Voltage requirement : 100 to 240 VAC.
- Frequency : 50-60Hz.

Main instrument should be offered with

- 1) Laboratory stand
- 2) Helipath stand with coupling set, Standard T spindles set.
- 3) Small sample adaptor with temperature bath assembly (water jacket etc.)
- 4) Probe for temperature check
- 5) Guard leg
- 6) Carrying case
- 7) Factor finder
- 8) Standard spindle set for above range.
- 9) Standard spindle set for small sample adaptor
- 10) Normal 25°C standard viscosity fluids (with certificate)
50, 500, 5000, 60000, 100000 cp

SOFTWARE WITH P.C. AND PRINTER

Suitable software 21 CFR PART II compliance, Laser Printer and computer as per General Specification

DOCUMENTS AND TRAININGS:

IQ - OQ and PQ documents

On site Calibration with traceable reference material, to be done by the supplier on installation and there after every six months during warranty and CMC period.

On Site Training at the time of installation.

Schedule 26

Digital Refractometer

Measurement Range	1.3200nD – 1.5600nD 0-95% Brix
Accuracy	PR-H: $\pm 0.00002^{nD}$; $\pm 0.02\%$ Brix
	PR-S: $\pm 0.0002^{nD}$; $\pm 0.2\%$ Brix
Resolution	PRB-H: 0.00001nD; 0.1%Brix
	PRB-S: 0.0001nD; 0.1%Brix
Measurement Units	Refractive Index [nD] Saccharose [%Brix] Glucose [%Brix] Fructose [%Brix]
Measurement Interval	3-60s
Temperature Sensor	PT100
Temperature Measurement	-10-99.9DegreeC
Temperature Resolution	0.1degree C
Temperature Accuracy	± 0.2 degree C
Temperature Compensation	ICUMSA, Arbitrary
Ambient Temperature	0-40degree C
Illumination	LED 590nm (est. Life: >100,000h)
Housing cast aluminium	Powder coated
Interfaces	RS-232
Analogue	0/4-20mA
Protection Class	IP65
Working Voltage	24V
Display	LCD 120 X 32 Pixel

PRINTER

Suitable Laser Printer as per General Specification

DOCUMENTS AND TRAININGS:

IQ - OQ and PQ documents

On site Calibration with traceable reference material, to be done by the supplier on installation and there after every six months during warranty and CMC period.

On Site Training at the time of installation.

Schedule 27

HPTLC with MS

(A) AUTOMATIC SPOT / BAND APPLICATOR

Sample spot / band applicator:

Spray on, 4 pattern Applicator ---Quantitative analysis, micro-preparative, in-situ and superimpose. 10-method memory storage, stand-alone or PC control. Sample positioning on X & Y axis freely selectable, variable rate of delivery, accepts 100 ul & 500 ul syringes. Self diagnostic + validation + Link to System Manager built-in.

(B) TLC SCANNER WITH DATA EVALUTION / DENSITOMETER:

Computer controlled Scanner / Densitometer for automatic spectrum scanning for identification and purity check. Automatic quantitative measurement by absorbance & fluorescence. All TLC / HPTLC plate sizes acceptable. Scan speed 100 mm / sec @ 25 _m resolution, Wavelength range 190-800 nm. Monochromator flushing by nitrogen. Data sampling rate – 4000 / sec. Optics for HPTLC measurements. Spectrum scan speed 100 nm / sec. Max 999 spectra / plate. Visible pilot slit image / scan compartment illumination with UV to check sample alignment with scan beam. D2, Hg, W lamps + self diagnostic + Service dialog + Universal filter for fluorescence all built-in, scan slit size variable, bandwidth selectable 5 & 20nm. EPROM upgradable.

Data evaluation 32 bit software (latest version), Linked to System Manager, Automatic / Manual integration, Auto baseline correction. Spot check facility. 3D display with data storage. Calibration - single level, multilevel, linear / non-linear. Statistics CV / CI. Reproducibility check facility. GLP compliant. Auto calculation of data from wts and dil. factors , Computer generated random no. for each report (GLP). Lamp use tracking. 2 level digital user manual. Service Dialog + self Diagnostics + Tutorial built in.

(C) CHROMATOGRAM DEVELOPMENT CHAMBERS

All glass, small internal volume chambers, bottom divided into two halves; maximum 5-15 ml mobile phase / run, S.S. leak - proof corrosion free lid. Appropriate size chambers for 20 x 20, 20 x 10, 10 x 10, 10 x 5 cm plates.

(D) UV CABINET:

Dual wavelength 254 + 366 nm UV

(E) 20 X 10 CM DIP TANK WITH LID FOR DERIVATIZATION (Battery Operated)

(F) PROFESSIONAL TLC / HPTLC PHOTODOCUMENTATION SYSTEM under GLP :

Illumination unit – with 254 , 352 and 366 nm UV. Visible light (above & below object). Uniform illumination. 60 KHz supply for instant, flickerless illumination. Easy access for changing tubes & filters and PCB. Auto switch off. Total darkness. Viewing window to see plate. Safety - UV switched off if door opened.

Camera 12 bit, high resolution industrial camera (4096 grey level resolution). Images of the highest quality. Fixed focus for total reproducibility. True colours capture. Very linear response. Individually calibrated.

(G) AUTOMATIC TLC SPRAYER

Pneumatic cordless TLC Sprayer with rechargeable batteries. Non – clogging very fine uniform spray. Resistant to corrosive reagents. With accessories.

(H) TLC / HPTLC PLATE HEATER

Stain resistant ceran glass top; temp range 25 to 200_C. Uniform heating of plate. Digital display of set & actual temp. Display on as long as plate is hot. Upto 20 x 20 cm size plates.

(I) CUTTING DEVICE FOR TLC/HPTLC GLASS PLATES:

Cuts glass TLC/HPTLC plates up to 20 x 20 cm to the desired format – precise, fast & efficiently. Economises use of glass plates.

(J) Zero Air & Nitrogen Generator

Technical Specification

Max Output Flow Rate for N2 ATP : 600 cc/min

Max Zero Air Output Flow Rate for THC <0.1ppm (ATP) : 1500 cc/min

Pressure Dewpoint : -70°C / -94°F

Max Output Pressure : 0-80psi / 0-5.5bar

Build in Cylinder : Required

Internal Air Compressor : Required

Electrical Requirements : 220- 240v 50Hz

Outlet Port : suitable

Spares:

a) Chromatogram Development Glass Chambers

All glass, small internal volume chambers, bottom divided into two halves; maximum 5-15 ml mobile phase / run, S.S. lid. Appropriate size tanks for 20 x 20, 20 x 10, 10 x 10, 10 x 5 cm plates. One number of Each size.

b) Precoated TLC or HPTLC Plates - One Packet of each.

c) Analytical sample syringe – 100ul - One number

Preparative sample syringe – 500 ul - One number

Teflon tips for 100ul & 500ul syringe - Ten num number each type

d) i) -UV tubes – 254, 366 nm - One number

ii) - White light UV filters - One number

e) Lamps – Mercury, Deuterium, Tungsten-Halogen – One each type

SOFTWARE WITH P.C. AND PRINTER

- Suitable software 21 CFR PART II compliance, Laser Printer and computer as per General Specification

DOCUMENTS AND TRAININGS:

- IQ - OQ and PQ documents
- On site Calibration with traceable reference material, to be done by the supplier on installation and there after every six months during warranty and CMC period.
- On Site Training at the time of installation.

Schedule 28

Deep Freezer(-80°C)

CONSTRUCTION

- The freezer must be constructed using 1" thick vacuum panel insulation in conjunction with environmentally-friendly water blown foam
- Door gasket must provide 7 independent insulation zones along with 4 points of contact to ensure sample security.
- Freezer shall be painted with high-impact, scratch resistant powder coat finished interior and exterior to ensure long term viability and enhanced temperature uniformity.
- To reduce condensation, the perimeter heater shall be on the door side not on the cabinet size to limit heat introduction into the sample storage area.
- The thermal breaker shall be made of plastic to limit heat leakage into the cabinet
- Door latch allows one-handed opening and closing. Handle must include door key lock as well as padlock provision for added security.
- Freezer shall have 4 or 5 internal storage compartments with a minimum of 4 polystyrene insulated inner doors to ensure sample security. Inner doors should have no latches or external magnets and must be removable for easy cleaning without the use of tools.
- Freezer shall have an automatic heated pressure equalization port which allows for rapid re-entry to cabinet.
- Freezer shall have two-1 inch access ports as standard.
- Freezer shall have a RS485 output, dry contacts and 4-20mA output for remote monitoring purposes.
- Freezer door must open at least 180 degrees for easy sample access.

CAPACITY

- Freezer shall hold 600 2" boxes or 60,000 2ml Vials and should have the capacity of 816 ltrs

CONTROLS

- Freezer shall allow for set-point security control that blocks specific users from changing freezer set point or alarms through the use of a user name and password control. Unit shall allow for up to 150 users.
- Freezer shall have a high performance operating mode that can be activated by the user without loss of power to the freezer.
- Freezer shall have an on-board data logger that allows for a minimum of 4GB of data storage
- Data must be available from the display for a minimum of 7 days. Data must also be downloadable via a USB port.
- Power management system shall show incoming line voltage, indicate low or high line voltage, and provide voltage correction of up to +/- 10% of rating. Line voltage should be logged for a period of up to 15 years and be downloadable via a USB port.
- Freezer shall log all power interruptions and provide audio and visual notifications.
- Freezer shall have adjustable power recovery time delay that allows user to set a time delay between 1 second and 20 minutes after power failure.
- Freezer shall have an adjustable extreme ambient alarm to protect against unsafe ambient operating conditions. Ambient alarm shall have a visual and audible notification when active.

- Freezer shall display temperature in Celsius or Fahrenheit
- Freezer shall have a graphical display of temperature in the form of a graph that is adjustable for a period of 2, 4 or 6 hours.
- Freezer shall have a screen auto-off selection that allows the screen to darken between the hours of 9pm and 6am.
- Freezer shall have a graphical indication of operating status as well as a redundant LED light.
- Freezer shall record number of door openings and date/time of last opening. This counter shall be resettable by the user.
- Freezer shall record temperature excursions including actual temperature, warmest temperature and coldest temperature. This indicator shall be resettable by the user.
- Freezer shall display temperature of evaporator inlet, evaporator outlet, heat exchanger, first stage suction, second stage suction, second stage sump, liquid line and condenser air inlet. This display shall display in a graphical view to allow for diagnostic troubleshooting.
- Freezer shall record events in an event log viewable on the freezer display. This log shall include the event type, date and time. Event log data shall be downloadable via a USB port and viewable in standard programs such as MS Excel.
- Freezer shall support temperature profile and event log on-demand and pdf reporting downloadable via a USB port.
- Freezer shall notify customer to perform preventative maintenance tasks including filter change and backup battery test.
- Display language shall be selectable between English, Spanish, Italian, German and French.
- Display shall notify user if a power failure, high temperature, or low temperature alarm occurred in the past and has since corrected itself. User must acknowledge past alarm to ensure cargo security.
- Freezer must recognize if line voltage and frequency does not match freezer specification and alert user.
- Freezer must work on line voltage of 208-230V/ 50Hz and have an instrument current rating of no more than less than 6.1 Amps.

REFRIGERATION SYSTEM

- Freezer shall use only natural, commercially available refrigerants (Hydrocarbon) with no special blends required.
- Freezer shall utilize single speed controls to optimize temperature performance and energy.
- Freezer refrigeration system shall incorporate a brazed plate heat exchanger. Heat exchanger shall be placed in a thermal box in the deck of the freezer to optimize freezer storage capacity.
- Induction brazing shall be used on refrigeration connections to minimize leaks
- Refrigeration system shall contain a liquid line/suction line heat exchanger to ensure freezer temperature stability.

REGULATORY

Freezer must be built to and contain the registration mark for UL, cUL, and CE standards for safety and performance. Natural refrigerants compliant with EU F-Gas regulation: R170 and R290

Schedule 29

Raman Spectroscope

1. Instrument must be equipped with confocal microscope and reflective optics capable of producing Raman Spectra in the spectral range of 50 cm⁻¹ (or less), to 3200 cm⁻¹ (or higher).
2. Spatial resolution should be 0.5 μm in x, y and 2 μm in depth resolution.
3. Imaging Performance: Instrument should have minimum step size of 100 nm in x and y direction and 200 nm in Z direction. Maximum image area should be 100 mm by 75mm. Image of 100 by 100 micron with 1 micron step resolution should be collected in less than 40 sec.
4. Detector: TE cooled Electron Multiplied CCD array detector.
5. Offered system must be capable of acquiring chemical images at a rate of at least 500 spectra per second.
6. Instrument shall be capable of rapid laser excitation exchange using laser, filter and gratings that are automatically identified by system software
7. Spectrograph must be mounted such that it is set apart from significant heat sources in the instrument. Spectrograph design must maintain optimum focus on CCD for all wavelengths of light simultaneously. Czerny-Turner designs do not maintain focus for all wavelengths.
8. Raman emissions must be routed to the spectrograph entirely by way of free space optics. Fiber optics are not acceptable.
9. Instrument should be quoted with full range (2 cm⁻¹ per CCD pixel element) as well as with high resolution grating (1cm⁻¹ per CCD pixel element) in fingerprint region.
10. All optical components must remain stationary during data collection to ensure data repeatability and alignment
11. Rayleigh rejection filters should be hard, coated optical filters.
12. The microscope must be capable of allowing the use of BF/DF objectives. 10X, 20X, and 50X Long Working Distance Objectives must be available.
13. System must include an integrated trinocular supporting simultaneous binocular viewing and collection of video camera images if equipped with a camera. The laser must be completely blocked from viewing optics to guarantee laser safety.
14. Switching between visual viewing mode (i.e. viewing through binocular or video viewing) and Raman measurement mode must be automated and controlled through software.
15. The system as supplied must be true confocal system with pinhole apertures matched to the symmetry of the laser excitation spot. The system must also have at least 2 different slit apertures for use with non-confocal measurements. A system that uses a combination CCD pixel addresses to derive a virtual aperture is unacceptable.
16. The system must also have 785 nm laser with maximum power at sample should be around 30 mW. Instrument should also have the upgradation capability to have lasers such as 455 nm, 532 nm and 633 nm lasers.
17. All lasers should be polarization ready. System must be further upgradable for heating and cooling stage.
18. The system must include a means of attenuating laser power continuously in a completely automated fashion entirely under software control. The user must be able to define the true power (not just a % fraction of the introduced laser input) exposed to the sample through the software interface in mW to avoid any sample burning or decomposition issues.
19. The system should include two high-efficiency Rayleigh rejection filters and laser line filter for each excitation wavelength.
20. System should allow imaging of at least one square centimeter in a single continuous data set without stitching together separately collected chemical images.
21. The system must have an on demand means to automatically align the laser light path of the instrument. This alignment must involve the physical repositioning of the laser beam using automated steering optics so that it is directed to the same spot on the sample as the crosshairs of reticle containing eyepiece.

22. The System must have an on demand automated procedure to align the collected Raman scattered light that physically brings the light path into proper alignment. The alignment must use computer controlled steering optics to deliver the collected Raman scattered light precisely to the entrance slit of the spectrograph.
23. A gold coated sample slides must be offered.
24. System must have upgradation capability for in-situ temperature controlled measurements in a continuous mode.
25. Computer system must be with two monitors for better viewing of Raman images and further processing.

Software:

26. The software must include a single point spectral data preview that dynamically displays the real-time effect of parameter adjustments to optimize data collection using visual feedback.
27. System should provide instant Raman chemical image preview with a single mouse click.
28. The location on the sample at which chemical data is collected, whether as a single point or a preview image, must be selectable in real-time through a single mouse click
29. Software system must allow chemical image definition, parameter setting, and data collection from a single simple interface window
30. System must be able to visually identify particles or region of interest from optical image and automatically define Raman data collection for those regions
31. The microscope must automatically switch between optical and Raman imaging mode with a single mouse click in the software
32. The system must provide processed chemical image data with spectral correction or chemical component analysis in real time as it is being collected.
33. Different spectral processing and chemical image display parameters must be selectable and the results displayed in real time during data collection. Chemometric algorithms like PCA, MCR must be available for chemical image analysis.
34. The system must be able to perform spectral database searching and display results in real time during data collection
35. The system must provide real time visual status of system readiness, including error condition checking and diagnostics.
36. Laser on/off switching, automatic laser detection, and laser power must be all controlled through the spectrometer software for maximum ease-of-use.
37. Software must have the capability to accurately characterize the dark current on the CCD such that an accurate background correction can be generated for any combination of exposures and scans. This must be performed in a completely automated fashion.
38. The software shall have an excitation wavelength independent fluorescence correction feature. The fluorescence correction must have the flexibility of being applied during or after the Raman measurement
39. The system must include a calibration source for use in spectrograph wavelength calibration and calibration standard for reference laser frequency calibration. The calibration sources must be utilized in a fully automatic process controlled by the software. The system must automatically calibrate all accessible spectral ranges of the instrument for each grating and laser combination. This calibration must be able to be performed at a regularly scheduled interval, in a manner such that no user intervention is required.
40. A white light source must be included for signal intensity correction. White light calibration should be completely automated and under software control.
41. System must use a multipoint calibration method for optimum spectral calibration. Calibration based upon only one or two point is not acceptable. Spectral calibration must also be automated
42. The warranty on the system must be at least three year including laser. All parts, labor and travel must be included.

Note: suitable PC, printer, UPS or any other items which is required for smooth installation and long life of instrument must be offered along with instruments.

Schedule 30

GCMS-MS (QQQ) with HS

GC-MS/MS Specifications

System should be capable of supporting analysis of pesticides and should have inlet equipped with Automatic pneumatic controls for all the gases and should have Chromatography Data system which is based on Microsoft Windows operating system for instrument control, data acquisition, chromatographic deconvolution and library (qualitative and quantitative data) using generated data and shall meet the requirement as per the regulatory requirements.

Specifications:

Gas Chromatography Mass spectrometer

- Column oven should have provision to install two or more columns
- Operating temp range of column oven from near ambient to 450°C
- Column oven temperature ramp rate of oven should be 120°C or better
- Column oven should have possible to program 15 temp ramps (16 plateaus) or better
- GC should have temperature programmable vaporizer inlet and programmable up to 8 ramps and have heating rate better than 800°C/min.
- PTV inlet configured with liquid N₂ & Air should have maximum temperature of 400°C and support sub-ambient temperature setting upto -30°C using Cryo gas
- PTV should accommodate liner volume capacity upto 900uL for standard S/SL injection.
- Inlet should have Advanced electronic flow control modules with Pressure set points adjustable in increments of 0.001 psi and pressure range up to 100 psi.
- Inlet Split ratio up to 6000:1 and suitable for all capillary column from 50um to 530um.
- Inlet Should be capable of doing large volume injection upto 100 microlitre. The inlet should also perform programmable Split & Splitless injection both in hot and cold modes.
- Inlet maximum operating temperature should be 400 °C.
- The system should have Pre & post-column backflush or mid column backflush capabilities using Advanced flow technology to eliminate long bake-out times for highly retained (or high-boiling) contaminants.
- The GCMS/MS should be supplied with atleast **150 vial** auto sampler vials capable of injecting with standard & sandwich type of injection.

Triple Quadruple mass spectrometer:

LAN based quadruple MS system with EI with appropriate computer & printer to support the system from original manufacturer.

- One dual stage turbo molecular vacuum pump for creating high vacuum and Rotary-vane fore line pump supporting the turbo molecular pump
- Non-coated inert EI source with dual filament to run sample after sample with complete confidence and reduces cleaning requirements, especially when analyzing dirty samples heatable up to 350 °C.
- Quadruple should be made up of inert non-metallic material with preferably hyperbolic shape to have better mass transfer efficiency or equivalent
- Mass range (m/z) upto 1,000amu
- Mass axis stability should be 0.10 amu/24 hrs.
- Scan rate (electronic) of 20000 u/s or better.
- Mass resolution must have unit mass adjustment by tune, 0.7 to 2.5 daltons
- Hexapole collision cell or better to improve the ion fragmentation and transmission prior to final filtration and detection quantification.
- Minimum MRM Dwell Time must be at least 0.5msec
- MRM speed (transitions/sec) 800 or more enabling automatically quantifying and confirming more targets in a single method run.
- The system should use low cost Nitrogen as collision gas to reduce cost of operation.
- Collision Energy must be selectable up to 60eV
- System should have Electron multiplier detector with long life and better sensitivity

- The system should have independently heated GC/MS interface
- Dynamic range (electronic) 10e6
- Should provide the latest version of NIST library.
- Automated ion source cleaning module should be quoted.

The sensitivity of system should be as followed and demonstrated at site:

1. EI MRM IDL : 4fg OFN, Statistically derived at 99 % confidence level from the area precision of eight sequential splitless injections of 1 µL, 10 fg/µL OFN standard. MS/MS transition of m/z 272 & 222 using 30m x 0.25mm ID x 0.25um column
2. EI MRM S/N: 15,000, 1 µL of 100 fg/µL of OFN S/N for the transition of m/z 272 & 222 using 30m x 0.25mm ID x 0.25um column.

Library and database: The following libraries/ database should be provided.

- latest version of NIST library with license.
- Pesticide and environment pollutant MRM database consisting MRM list better than 1100 compounds belong to wide range of compound groups on average of 6 MRMs for compounds provided with chromatographic conditions with retention times to build acquisition methods in quick time. Suitable column and accessories to be quoted to setup the method

HEAD SPACE (AUTOSAMPLER)

- The autosampler must be able to transfer sample vapour to the injector with Transfer line.
- The auto sampler must permit adjustable and known sample volume to be introduced without requiring a change of sample loops
- Sample vapour of upto 15 ml can be injected for high sensitivity analysis.
- The autosampler must permit free access to the injection port for routine maintenance and manual injection.
- Must allow housing of 8 or more sample vials of 10 or 20 ml capacity
- Must permit sequential injections on the same inlet for sample enrichment.
- Must feature dedicated turret for handling of proprietary gas tight syringe.
- The syringe must be heated and feature a gas line for purging with inert gas, when required.
- The type and volume of the syringe must be automatically detected by the system.
- Relative standard deviation 5% or less
- Must handle any Large Volume injection techniques. (PTV-LV, LV Split less, LV- On column)

Data acquisition & analysis system with suitable PC configuration and printer and Filled Gas cylinders (47 L capacity) required purity of Helium and Nitrogen/Argon for system with gas purification panel shall be part of offer

Standard Warranty of 3 Years starting from date of satisfactory installation of the equipment.

Note: suitable PC, printer , UPS or any other items which is required for smooth installation and long life of instrument must be offered along with instruments.

Schedule 31

XRD

High Resolution X-Ray powder Diffraction

X-Ray generator

- Power : 3000 Watts or more
- Voltage : 60kV max.
- Current : 60mA max.
- Voltage and current stability : +/- 0,01% against +/- 10% mains fluctuations
- Safety features : abnormal cooling water flow and pressure detection, abnormal generator overload detection, abnormal tube voltage detection, emergency stop switch, leak current breaker, operation of X-Ray tube automatically shut Off if any failure in the safety device / tripping / failure to operate.

X-Ray enclosure

- Type : door / window with X-Ray leak proof and fail-safe control
- X-Ray shutter unit : electromagnetic shutter interlocked with the radiation enclosure
- Warning light : to be located on the radiation enclosure
- X-Ray radiation < 1 μ Sv at 10 cm from the XRD instrument

Power requirements for XRD instrument

- 32A single phasis, 220V, 50Hz

X-Ray tube and tubeshield

- X-Ray tubeshield with single linear and integrated shutter
- Copper anode sealed water cooled X-Ray tube, long fine focus, maximum power : 2200 Watts

Water chiller, water / air

- Power : 3000 Watts or more
- water cooling for cooling the X-Ray source

X-Ray goniometer

- Type : vertical asymmetric geometry
- Goniometer radius of 500 mm
- Angular fixing range in 2θ
- Manual adjustment for the sample incidence in θ
- Sample interface for reflection & transmission mode
- Tubeshield mounting holder with adjustment

Optical device

- Beam pipe with crossed micrometric slit
- Parallel beam optic
- High resolution optic for acquisition in $K\alpha_1$
- Pre-aligned optic and fixtures for various wavelengths like Copper and Cobalt

Ultra fast PSD detector

- Real time detection over 90° or more in 2θ range for simultaneously visualization of all diffraction peaks
- Very good reproductivity
- Detection electronic and data acquisition module with data acquired by integrated software
- Protection against X-Ray direct beam but no deteriorated by this latter in case of wrong manipulation

Sample holder

- Fixed sample holder for powder and small bulk in reflection mode, delivered with 2 supports
- Spinning sample holder for reflection and transmission mode, should be delivered with 5 supports for reflection mode, 2 supports for transmission mode and 2 zero background supports
- Spinning sample holder with capillary support for transmission mode
- Sample changer with spinner for 30 samples or more in reflection mode

Accessories and standard sample for calibration and adjustment

Computer and software

- PC with windows environment with 2 network cards
- 23" (or more) color display
- Software for instrument control, parameter setting, data acquisition in real time, etc.
- Software for complete phase identification, lattice parameter determination, refinement, phase quantification, Rietveld analysis, etc.
- Data processing for automatic and manual peak searching, raw data smoothing, background subtraction, etc.
- Proposition of software based on Rietveld algorithm
- Search match with free user crystallographic database
- ICDD PDF2 crystallographic database

Note: suitable PC, printer, UPS or any other items which is required for smooth installation and long life of instrument must be offered along with instruments.

Schedule 32

Dissolution Apparatus

Technical Specifications

- Complies with Pharmacopoeial specifications
- Shaft locking mechanism for positive engagement and Wobble free operation
- Bath drain for easy removal of water from bath
- Menu driven software with on-line help.
- 8 Paddle System with SNAP FIT Shaft or batter system for paddles & basket.
- Precise Individual Vessel Centering system.
- Sturdy bath top plate with clear moulded bath.
- Real time digital clock.
- Temperature control wake up (Heater turns on at preset clock time)
- 12 Programmable sampling intervals & 20 programmable protocols
- Validation print out with summary of test.
- Power failure recovery.
- On-Line/Off-line sampling facility
- Volume adjustable from 1 to 99 ml.
- Vibration free, smooth electrical lift movement
- Auto calibration of temperature
- Reduces Routine Validation
- Audio-Visual status and error indication
- On-line validation and printout of test parameters.
- Instrument levelling system.
- Vibration dampeners are to be provided to minimize the effect of vibration on the dissolution test.
- Sturdy Motorized telescopic lift.
- Magnetically coupled Water Circulating pump for precise temperature time control of water bath.
- Low evaporation vessel lid.

Accessories

- 8 Nos. Paddles
- 8 Nos. Baskets with Rods
- 1 No. Water Circulating Pump
- 8 Nos. Clear and Amber Color Merlon Jars with lids.
- 08 Nos. of polycarbonated jar with LID.
- 1 No. Molded Perspex Water Bath with heater and sensor
- 1 No. External Probe.

Schedule 33

Antibiotic Zone Reader

Antibiotic zone reader features

Designed to perform multi-plate assays on diameter 20 × 100 mm Petri dishes and other different diameter of Petri dishes

The integrated illumination system should provide transmitted light for bright filled and dark field illumination of transparent media

Clean glass plate form and translucent plate form

Peni cylinder dispenser with hopper to hold more than 400 peni cylinder

2 packets of flat face and 2 packets of chamfered face stainless steel peni cylinder

Camera features

High resolution black & white video camera

Illumination- Reflected & Transmitted

Computer and Software features

PC with Latest configuration- 8th generation, 19 inch monitor with printer

Zone of inhibition (USP/BP/IP) software

Image analysis software

Software having additional facility to change the colour of image of inhibition zone and petri dishes

Documents Required

- Instrument manual.
- Validation documents for hardware and software including IQ, DQ, OQ, PQ
- CFR 21 Part 11 ERS compliance document
- Calibration chart with traceable calibration certificate
- CMC for 7 years after three year warranty.

Schedule 34

Liquid Particle Counter

Technical Specification

Liquid Particle Counter

- Sensitivity range of particles : 1.5 to125 µm
- Size channels : User adjustable from 1 to 15
- Flow rate : 20 ml/min
- Sample volume : Volumetric 20 ml/min (100%)
- Resolution : Less than 10% at 10 µm
- Maximum concentration : 10,000 particles/ml
- Sample temperature : 10 – 50 °C
- Zero count : < 1 count per 10 ml

- Pressure range : 0 - 100 psi
- Laser source : Laser diode
- Calibration fluid : DI water
- Workable Environment : Temperature: 10 – 35 °C
: Humidity: 50 – 60%
- Meets all the requirements of IP, BP, EP, and USP

Syringe Liquid Particle Sampler

- Syringe size : 1, 5, 10 (standard) 25 ml
- Wetted Surface Materials : Glass, Teflon
- Sampling mode : Vacuum
- Minimum sample size : 0.4 ml @ 20 ml/min
- Sample volume : Adjustable using software interface
- Maximum pressure : 25 psi
- Workable Environment : Temperature: 10 – 35 °C
: Humidity: 50 – 60%
- Magnetic stirrer : Fitted in sampling device

Software

- PC system with printer (laser-jet) : With latest configuration
- Software for particle measurement : Sample-specific setup configuration and storage
- : Software should support Microsoft database with automatic backup and restore procedure
- Multiple data displays : histogram, time plot, and tabular
- User-configurable identification labels simplify retrieving archived data
- Comprehensive reporting function
- Reports to meet 21 CFR 11 compliance

Documents Required

- Instrument Manual
- IQ/OQ/PQ/DQ documents
- 21 CFR 11 compliance certificate
- On-site calibration certificate with reference material traceable to U.S. National Institute of Standards and Technology (NIST)
- CMC for 7 years after three year warranty.

Schedule 35

Air Particle Counter

Technical Specification

- Size : Portable size
- Sensitivity range : 0.1 to 25.0 µm
- Flow rate : 100 LPM, 50 LPM, or 1CFM (100 LPM flow sample 1 m³ in 10 minutes)
- Screen Display : Large
- Operation : With IR touch screen (can be used with wearing gloves)
- Printer : Inbuilt strip printer
- ISO 14644-1:2015, FS 209E compliance.

Documents Required

- Instrument Manual
- IQ/OQ/PQ/ DQ Certificate
- Calibration certificate
- CMC for 7 year after three year warranty.

Schedule 36

Close Sterility Test System

Technical Specification

Canisters

- Canister Base Membrane : Low adsorption Durapore membrane 0.45 µm hydrophilic
: Mixed Esters of Cellulose (HA) membrane, 0.45 µm
- Materials of Construction
 - Filtration Chamber (Canister) : Styrene acrylonitrile
 - Double Lumen Tubing : PVC, 850 mm length
 - Needle Adapter : Stainless steel and polyamide 6-6
- Sample Container Capacity : 120 ml (Gradation marks at 50, 75 and 100 ml)

Pump

- Display : Digital
- Minimum Flow Rate (for water) : 300 ml/min at 690 mbar (10 psi)
- Maximum Operating Pressure : 3.15 bar at 25 °C (45 psi at 77 °F)

Documents Required

- Instrument Manual
- Provided with DQ, IQ, OQ, and PQ documentation
- On-site Calibration Certificate
- CMC for 7 years after three years warranty.

Schedule 37

Vertical Gel Electrophoresis Apparatus with Western Blotting Apparatus

Vertical gel electrophoresis apparatus

- Number of gels : 1-2(approx. 8x7 cm)
- Spacers (2 sides) : 1mm & 1.5 mm thickness
- Flexible- Capable of running hand cast as well as precast gel.
- Comb: Ridged combs 8 or more wells
- Gel casting stand, no tapes or grease
- Grounded glass plates with permanently bonded spacers or casting using spacer plate & Leak proof, tape free and easy assembly
- Should include at least 5 sets of compatible glass plates (spacer plate and shorter plates) and 2 casting frames.
- Should include all the accessories of SDS-PAGE gel including sample loading guide, electrode assembly, tank, lid with power cables.
- Total buffer volume for 2 gels : approx. 700 ml
- Typical run times for SDS-PAGE : approx. 35- 45 min (at 200 V constant)
- Should be a modular system to support blotting in the same system.
- Running and casting module should be different
- Interchangeable module- System should be upgradeable/ capable of using blotting module to do western blotting.
- Should have sample loading guides to prevent the skipping or repeated loading lanes
- Along with Suitable powerpack to accommodate atleast two electrophoresis units simultaneously.

Western blotting unit:

- Above gel size(approx. 8x7 cm)
- Capacity: to run at least 2 mini gels simultaneously
- Modular system with dedicated buffer cooling unit and compatible with the mini-SDS-PAGE gel apparatus.
- High field strength for rapid transfers
- Can run overnight
- Efficient protein transfer
- Available as complete stand-alone apparatus or as a module compatible with Vertical gel electrophoresis apparatus
- Color coded cassettes and electrodes to ensure proper orientation.
- All the required accessories like buffer tank, electrode module, gel holder cassette, fiber pad and lid with power cables, brochure in original must come with the equipment.
- Operational voltage: 220 \pm 20V.
- ISO, CE and suitable certifications.

Gel imaging system:

- Suitable PC with suitable data analysis software and colour printer

- Darkroom, UV transilluminator, white illumination, camera, power supply, cables
- Chemiluminescence, Fluorescence, Colorimetry/densitometry
- Should be capable of performing densitometry and calibrated colorimetric gel and blot quantitation with automatic self-calibration before every run using built-in NIST-traceable.
- Should be capable to handle wet samples of variable thickness.
- Suitable automated workflow software for Imaging and Analysis.
- Software package comply with 21 CFR Part 11 requirements.
- Internal calibration should be validated with an external NIST-traceable target to confirm accuracy and reproducibility using an optional calibrated densitometer installation and operations qualifications (IQ/OQ) kit
- Training and free installation
- **Suitable Gel Dryer and White light conversion screen**

Schedule 38

Elisa Reader with Washer

ELISA reader:

- **Detection mode:** Absorbance
- Should be fully automatic, able to support all plate formats U bottom, V bottom and flat bottom 96-well micro plates.
- PC based system.
- **Optical System:** Filter-based (up to 8 filters approx. or more)
- **Plate type:** 96 well microplate including strip well microplate
- Optical systems: LED lamp/ UV Xenon flash lamp.
- **Light source:** Tungsten halogen
- **Detector:** Photodiode
- **Reading Time:** less than 15 Seconds for 96 wells or better
- **Wavelength range:** 340 to 900 nm, Wave length selection should be double monochromatic with 1nm increment
- System should have capability to do qualitative, quantitative, kinetics with any formulae including validation, transformation, and factors and floating cut off
- **Absorbance range: 0-4 OD**
- Resolution: 0.001 OD or better
- **Shaking and incubation:** Up to 50°C temperature, Inbuilt shaking mode
- Linearity : 0-2 OD : $\leq 1\%$ or better along with high accuracy and precision
- System should perform self-check before every measurement
- Display: Operation through PC with suitable software with printer
- PC Software packages (windows ® compatible) for on board data analysis.
- Automatic calibration
- Open system with software compatibility to any type of ELISA kits
- System should come with a comprehensive software package allowing colorimetric and turbid metric analyses, as well as report analysis for raw data, absorbance, limit, matrix, normalization, and curve fit
- Should comply with 21 CFR parts 11
- Supplied with branded computer with suitable licensed software and laser color printer.
- Training by vendor

ELISA WASHER

- Fully automatic plate washer.
- Programmable.
- Alarm for monitoring the overflow and wash solution.
- Dispensing and aspirating needles should be separate
- Plate type: 96 well plates including strip well microplate
- Wash volume: 50 to 1000 μ L
- Bottles: 2L wash bottle, 2L waste bottle
- Washer should have 8 or 12 channel wash head
- Should have 2-4 independent liquid channels
- Wash volume per well should be programmable
- Should have residual volume of <2ml
- Should have strip selection option which allows to wash selected strips only
- The supplier should provide comprehensive training to users on operation of the instrument and application support onsite as per specifications

- Compatible online UPS with at least 30 minutes backup
- Calibration according to NIST/ DKD/PTB/ UKAS/NPL/UL/CUL listed.
- 1-4 Wash liquid channel option –Standard -2
- Equipment should be un-pressurized, capable of using any bottle or container
- Cell washing should be standard feature
- Suitable for U,V& flat bottom micro plate etc
- Display: LCD/LED
- Accessory package including bottles, tubing, and maintenance kit
- Certification and compliance: CE Marked

Schedule 39

Refrigerated Centrifuge

- **Model:** Table top
- **Temperature range :** -10°c to +40°c or better, along with short spin key, fast cooling & stand-by cooling option, 10 acceleration & deceleration rates with at-least 35 program memory
- **Rotors:**4X 250 ml down to reaction vials with Variable rotor heads.1) fixed angle rotor accommodating at least 24x 1.5/2ml tubes (Can go up to a speed of approximately 14500 rpm or 23,000g), 2) fixed angle rotor accommodating at least 6x 15/50ml (can go at a speed of approximately 7000 x g) and 3) a cell culture plate/plate rotor (can go at a speed of approximately 2000 x g) or better
- It should have an option to accelerate and decelerate the speed at various rates.
- Noise level should be less than 60 dB.
- Must be supplied with compatible wall mountable stabilizer.
- Three years warranty and on-site repair services as and when required.
- **Max RPM/RCF:** 15000/24000 (fixed angle)
- **Control:** Microcontroller with digital display and timer : 0-99 min, digital
- **Safety:** Imbalance detector with cutoff, over current overheating safety cutoff
- **Brake:** Dynamic
- Safety lid interlock to prevent cover opening during centrifugation
- Voltage stabilizer

According to national and international safety regulations

Schedule 40

Deep Freezer (-20°C)

- **Type:** Vertical
- **Accuracy and Uniformity:** $\pm 5^{\circ}\text{C}$
- **Temperature:** upto -20°C or lower
- **Noise (db) :** ≤ 60 db
- **Capacity:** at least approximately 400 to 450 liters
- **Temperature Control:** Microprocessor with digital / LED display
- **Inner Chamber Material:** Stainless Steel (Non Corrosive, Non Magnetic)
- **Insulation:** for body and door
- **Stabilizer:** Inbuilt
- **Alarm:** Open door alarm, power failure alarm, Audio-visual Alarm for temperature variation

- **Compliance:** 21 CFR requirement
- **Others**
 - CFC free, HCFC-FREE non-flammable and hermetically sealed cascade refrigeration system with compressor
 - Mounted Heavy duty Castor wheels for easy movements
 - Duly Polished 304 Grade Stainless Steel inner chamber or better material
 - Outer body made-up of Mild Steel with Epoxy Powder coated and rusting free material
 - Fin & Tube type air-cooled condenser or any other better technology
 - Double walled main door with sub doors arrangements , Sub doors made of FRP Sheet or better material with special silicon Gasket system for leak proof
 - Heavy duty hinges with toggle type
 - High density PUFF Insulation of 125mm thickness is filled on all side including door
 - Power supply 230 V, AC, 50 Hz
 - Three years warranty on freezer and at least 5 year warranty on compressor
 - Freezer should have noise level <60 db while operating
 - Freezer must have ISO 9001- safety requirements and Electrical safety CE certified or UL certification.
 - Chart recorder, Racks, divider and boxes etc. to be quoted optional.
- **Warranty:** Freezer should have three-year comprehensive warranty and 5 year warranty for compressor
- Preference will be given to freezer with best energy efficiency

● **Schedule 41** **Deep Freezer (-70°C)**

- **Type:** Vertical
- **Continuous working Temperature Range:** -50° to -86°C, Should be able to maintain minimum temperature at up to 35°C ambient temperature
- **Capacity (Metric):** at-least approximately 400 to 450 liters
- **Back up Systems:** CO₂ or LN₂ Optional
- **Defrost:** Automatic or Manual
- **Temperature control:** Microprocessor Digital controller with PT 100 sensor Control
- **Display:** Push Button LED Digital controller and display, should have back up for the display and security lock for the display.
- **Port:** Freezer must have RS 232/USB interface data logging port
- **Alarm:** It must also have on board SMART diagnostic software, Audio-visual Alarm for temperature variation
- **Doors:** Double, at least 5 Individual Inner Doors (for individual 5 shelves), Outer door should be lockable, Heavy-duty lockable castors and lockable outer doors and lids.
- **Others**
 - Robust, adjustable, heavy duty lockable wheels are must
 - Should be supplied with compatible, wall mountable stabilizer.
 - Should be supplied with following accessories: fifteen stainless steel clip racks that can hold standard 2 inches boxes (should be supplied with boxes and box dividers), one ice scraper, two cryo-safety gloves

- CFC free, HCFC-FREE non-flammable and hermetically sealed cascade refrigeration system with compressor
- High density PUFF Insulation of 125mm thickness is filled on all side including door
- should have high quality grade stainless steel interior and tough powder coated exterior finish constructed on steel
- Freezer should have noise level <60 db while operating
- Freezer must have ISO 9001- safety requirements and Electrical safety CE certified or UL or FDA class I certified.
- Chart recorder, Racks, divider and boxes etc. to be quoted optional.
- Preference will be given to freezer with best energy efficiency
- **Warranty:** Freezer should have three-year comprehensive warranty and 5 year warranty for compressor.
- Preference will be given to freezer with best energy efficiency

- **Schedule 42**

- **Water Bath with Shaker**

- **Capacity:** 15 litres or more
- **Temperature range:** Ambient +5°C to 100°C
- **Temperature accuracy:** ±1.0°C
- **Temperature Setting:** Digital
- **Temperature Reading:** Digital
- **Temperature Control:** Digital PID microprocessor based
- **Display:** Digital temperature indicator cum controller with precise accuracy and shaking speed regulator
- Double walled with exterior body and inner chamber of stainless steel with effective insulation in between,
 - **Interior material:** Corrosion Resistant, Highly Polished Stainless Steel 304,
 - **Exterior material:** Stainless steel 304
- **Heating Elements:** Made of High grade materials
- **Shaking speed:** 40-180 Stroke per minute or better, with stroke length 20 mm or better
- **Shaking rack material:** Stainless steel
- **Rack/tray type:** Stainless steel tray with clamps for 100ml, 250ml and 1000ml conical flasks and test tube racks
- **Warranty:** Minimum 36 months from the date of installation
- On site calibration of temperature probe with traceability by supplier on installation and every six months during warranty and suitable training

• Schedule 43
Horizontal Gel Electrophoresis

- **Complete set:** Including base gel running unit, safety lid, at least two casting trays and combs, gel caster with tape free casting, cables, leveling bubble,
- **Gel Casting Tray:** Standard forms
- **Combs:**
 - Fixed-height combs, adjustable height combs and multichannel pipette compatible
 - 1.0 mm – 4 wells, 8 wells/ 12 wells
 - 2.0 mm – 4 wells, 8 wells / 12 wells
- **Main Unit:** Buffer tank with single moulding casted
- **Gel tray:** UV Transparent gel tray with an integrated fluorescent ruler & safety lid
- **Base Buffer volume:** ≤600mL
- **Bromophenol Blue Migration:** ~3.0 – 5.0 cm/hr (at 75V) or better
- **Gel Caster:** Universal gel caster and casting gates
- **Electrophoresis chamber:** Made of rigid plastic, With two separate troughs, anodic & cathodic
- **Power Pack:**
 - Power Supply: Power source with direct current
 - Volts: 0-300 V approx. ; Current: 0-400mA
 - Power: 75 W or more
 - Type of Output: Constant current, voltage

• Schedule 44
Hot Air Oven

- **Capacity:** 200 to 300 litres or better
- **Outer Chamber:** Stainless Steel 304 dull smooth buff
- **Inner Chamber:** Stainless Steel mirror 304 polished
- **Shelves (Nos.) :** 2-3 Stainless Steel shelves (removable)
- **Insulation:** Minimum 75 mm thick glass wool/ceramic wool/PUF/ Rock wool insulation
- **Temperature:** Ambient to 250°C or better
- **Temperature accuracy:** ±0.5°C
- **Air circulation:** Motor and blower for continuous air circulation or better
- **Heating element:** SS Nichrome wire air heaters or better
- **Heaters :** Triple walled three side heaters
- **Temperature Controller:** Microprocessor based or better

- **Display:** Digital
- **Temperature sensor type:** PT 100 RTD type Class A with accuracy $\pm 0.25^{\circ}\text{C}$ or better
- **Alarm:** Safety alarm system to cut off the supply in case of overshoot
- Suitable number of perforated trays stainless steel
- Minimum 12 months warranty from the date of installation
- Adjustable ventilator, castor wheels, MCB, Adjustable tray height
- **Optional Spares:** Air Circulating Fan, 3 Heat Switch, Thermometer.
- On site validation for loaded and unloaded condition by 8 temperature probes to be done with traceability by supplier on installation and every six months during warranty and suitable training
- IQ, OQ, PQ and DQ documentation
- NABL Certification
- Manufacturer calibration certificate

• **Schedule 45**

Electronic Balance

- **Maximum Capacity:** 220g
- **Readability:** 0.01mg
- **Repeatability:** 0.01mg or better
- **Linearity:** 0.2mg or better
- **Response time/Settling Time:** 1.5 seconds or better
- **Weighing mode:** Grams (g), Milligrams (mg)
- **Pan Size:** Circular 3.5" (90mm) Diameter or 73 mm x 78 mm approx; or more
- **Calibration:** Internal automatic
- **Overload protection:** Up to 100kg
- **Documented minimum weight:** 20 mg
- **Printer and PC connectivity:** Via USB or RS232 port or Bluetooth Connectivity with device / PC
- **Display:** Large for easy readout of results on LCD
- **Tracking feature:** Should have capability to track the available capacity of balance
- **Data Transfer:** Data should be transferred to PC without the use of software
- **Date and Time Feature:** Should be as per GLP requirement
- **Other features:** Should have options for piece counting, formulation, totaling, check weighing, free factor, density check weighing function against reference weight
- **Warranty:** Minimum 3 years from the date of installation

- **Documents and Trainings:** Should be provided and installed with valid first time calibration Certificate, IQ – OQ and PQ documents
 - On-site Calibration with traceable reference material, to be done by the supplier on installation.
 - On-site training at the time of installation.
 - Should be quoted along with suitable color printer to perform Statistical application.

Schedule 46

Water Purification System

- **General:** Compact, Wall mountable, sleek water purification system for Ultra – Pure Type-I water for molecular biology application.
- **Quality of water:** Should deliver Type I and type II as per International specifications
 - **Resistivity:** 18.2 MΩcm; **TOC (typical):**< 5ppb; **Bacteria:**<1CFU/10ml, **Endotoxin:**< 0.001 EU/ml; **RNase:** 20 pg/ml; **DNAase:**0.002 ng/ml.
- **Important :** Should have an ability to deliver Type II water also
- **Volume:** 10-12 litre/day.
- **Flow Rate:** ≥ 2 L/min of Type 1 ultrapure water, 5 L/h or 10 L/h of Type 2 pure water, 8 L/h or 16 L/h of Type 3 pure water
- **Feed –water:** Potable tap water

General Essential Features: (i) Preferably should start giving pure water immediately after start. (ii) Should have built in RO, Dual Wavelength UV lamp, Purification pack or DI cartridge. (iii) Should have built-in integral tank with minimum 5-7 litre capacity. (iv) Facility to attach external point of use Bio filter or any such filter to control endotoxin.

- **Dispenser:** Should have a flexible handle dispenser, preferably, with a facility of: A] Variable flow drop by drop up to 2 litres per minute. B] Locked dispense for glassware filling. C] Auto volume dispense from 50ml to 60 liters.
- **Display:** TOC TEMPERATURE, conductivity, volume dispensing, alarm and tank water level indicator.
- **Other important features:** Sanitization facility to avoid contamination (i) Facility of intermittent water recirculation to avoid contamination build-up. (ii) USB Port to capture data.
- **Accessories:** (i) UPS/Stabilizer/CVT as required for functioning of the equipment (ii) All cartridges, filters, pump or any such item which is /are essential for Installation and functioning /operating the equipment.
- **Consumable:** Must Quote separately for consumables (cartridges, filters etc.) for ONE YEAR for trouble free working.
- **Warranty:** For TWO years guarantee plus warranty for at least three years.

Schedule 47

Vacuum Desiccators

- **Material:** Top: Premium plastic/ Polycarbonate Bottom: Polypropylene, removable 3-way Teflon stopcock. Silicon or Neoprene O-Ring on rim for perfect sealing
- **Pump:** Hold a full vacuum (29.9 in. Hg) at room temperature for 24 hours or 72 hours
- **Internal Diameter:** ≥ 250 mm approx. or better
- **Outer Diameter:** ≥ 300 mm approx. or better
- **Height:** ≥ 350 mm approx. or better

SECTION-VII

GENERAL TECHNICAL SPECIFICATIONS

GENERAL POINTS:

1. Warranty:

- a) Three years Comprehensive Warranty as per Conditions of Contract of the TE document for complete equipment and Turnkey Work from the date of satisfactory installation, commissioning, trial run & handing over of equipment to Institution/Consignee/ User.
- b) 98% up time Warranty of complete equipment with extension of Warranty period by double the downtime period on 24 (hrs) X 7 (days) X 365 (days) basis.
- c) All software **updates and changes** should be provided free of cost during Warranty & CMC period.

2. After Sales Service:

After sales service centre should be available at the city of Hospital/Institution/Medical College/Organisation/Consignee on 24 (hrs) X 7 (days) X 365 (days) basis. Complaints should be attended properly, maximum within 24 hrs. The service should be provided by Tenderer/Indian Agent. Undertaking by the Principals that the spares for the equipment shall be available for at least 10 years from the date of supply. If the manufacturer /agent do not have the service centres in India they will have to set up the same within 45 days after award of contract.

3. Training:

On Site training/ **at Principals site** to Technicians/ staff is to be provided by Principal/ Indian Agents (if they have the requisite know-how) for operation and maintenance of the equipment to the satisfaction of the consignee.

4. Annual Comprehensive Maintenance Contract (CMC) of subject equipment with Turnkey:

- a) The cost of Comprehensive Maintenance Contract (CMC) which includes preventive maintenance including testing & calibration as per technical/ service /operational manual of the manufacturer, labour and spares, after satisfactory completion of Warranty period may be quoted for next 7 years on yearly basis for complete equipment (including other vacuumatic parts wherever applicable) and Turnkey (if any). The supplier shall visit each consignee site as recommended in the manufacturer's technical/ service /operational manual, at least once in three months during the CMC period
- b) The cost of CMC may be quoted along with taxes applicable on the date of Tender Opening. The taxes to be paid extra, to be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later.
- c) **Cost of CMC will be added for Ranking/Evaluation purpose.**
- d) The payment of CMC will be made on six monthly basis after satisfactory completion of said period, duly certified by end user on receipt of bank guarantee for 2.5 % of the cost of the equipment as per Section XV valid till 2 months after expiry of entire CMC period.
- e) There will be 98% uptime warranty during CMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CMC period by double the downtime period.
- f) During CMC period, the supplier is required to visit at each consignee's site at least once in 6 months commencing from the date of the successful completion of warranty period for preventive maintenance of the goods.
- g) All software **updates and changes** should be provided free of cost during CMC.
- h) Failure of the above [4. e) to 4. g)] by the supplier, may lead to the forfeiture of the Bank Guarantee for Annual CMC.
- i) The payment of CMC will be made as stipulated in GCC Clause 21.

Turnkey:

Turnkey is indicated in the technical specification of the respective items, wherever required. The Tenderer shall examine the existing site where the equipment is to be installed, in consultation with the consignee. The Tenderers to quote prices indicating break-up of prices of the Machine and Turnkey Job of each equipment. The Turnkey costs may be quoted in Indian Rupee will be added for Ranking Purpose.

The taxes to be paid extra, to be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such duties and taxes and no claim for the same will be entertained later. The Turnkey Work should completely comply with AERB requirement, if any.

5. Installation and commissioning:

Pre requisite for installation & commissioning must be spelt out very clearly along with the technical bid (e.g. power requirements, AC, controlled air temperature, furniture etc.)

Section – VIII

Quality Control Requirements

(Proforma for equipment and quality control employed by the manufacturer(s))

Tender Reference No.

Date of opening

Time

Name and address of the Tenderer:

Note: All the following details shall relate to the manufacturer(s) for the goods quoted for.

- 01 Name of the manufacturer
 - a. full postal address
 - b. full address of the premises
 - c. telegraphic address
 - d. telex number
 - e. telephone number
 - f. fax number

- 02 Plant and machinery details
- 03 Manufacturing process details
- 04 Monthly (single shift) production capacity of goods quoted for
 - a. normal
 - b. maximum

- 05 Total annual turn-over (value in Rupees)
- 06 Quality control arrangement details
 - a. for incoming materials and bought-out components
 - b. for process control
 - c. for final product evaluation
- 07 Test certificate held
 - a. . type test
 - b. . BIS/ISO certification
 - c. . any other
- 08 Details of staff
 - a. technical
 - b. skilled
 - c. unskilled

Signature and seal of the Tenderer

Section – IX Qualification Criteria

01. The Tenderer must be a Manufacturer or its authorized Agent.
02. (a) The Manufacturer should have supplied and installed in last **Five** years from the date of Tender Opening, atleast 100% of the quoted quantity of the similar equipment meeting major specification parameters which is functioning satisfactorily. The foreign Manufacturer satisfying the above criteria should also have supplied and installed in last **Five** years from the date of Tender Opening, at least 50% of quoted quantity of similar model which is functioning satisfactorily any where outside the country of manufacture.
02. (b) The Tenderers quoting as authorized representative of the manufacturer meeting the above criteria 02 (a) should have supplied and installed in last **Five** years from the date of Tender Opening, atleast 50% of the quoted quantity of similar equipments which is functioning satisfactorily, any where in India of the same manufacturer.
03. The bidders/ firms identifying as MSME and or start-up firms are exempted from fulfilling criteria at S. No. 2 (a) and 2(b) stated above. However, this does not exempt any bidder/ firm/ manufacturer from fulfilling the quality requirements. **Note: “If the bidder is a MSME, it shall declare in the bid document the UdyogAadhar Memorandum Number issued to it under the MSMED Act, 2006. If a MSME bidder do not furnish the UAM Number along with bid documents, such MSME unit will not be eligible for the benefits available under Public Procurement Policy for MSEs Order 2012.”**

Note

1. In support of 2 (a) & 2 (b), the Tenderer shall furnish Performance statement in the enclosed Proforma ‘A’.

The manufacturer as well as the Tenderer/ Indian Agent shall furnish Satisfactory Performance cum installation Certificate in respect of above, duly translated in English and duly notarized in the country of origin, alongwith the tender.

2. The Tenderer shall furnish a brief write-up, packed with adequate data explaining and establishing his available capacity/capability (both technical and financial) to perform the Contract (if awarded) within the stipulated time period, after meeting all its current/present commitments. The Tenderer shall also furnish details of Equipment and Quality Control in the enclosed Section VIII.
3. Notwithstanding anything stated above, the Purchaser reserves the right to assess the Tenderer’s capability and capacity to perform the contract satisfactorily before deciding on award of Contract, should circumstances warrant such an assessment in the overall interest of the Purchaser.
4. The Purchaser reserves the right to ask for a free demonstration of the quoted equipment at a pre determined place acceptable to the purchaser for technical acceptability as per the tender specifications, before the opening of the Price Tender.

PROFORMA 'A'
PROFORMA FOR PERFORMANCE STATEMENT

(For the period of last five years from the date of tender opening)

Tender Reference No. : _____

Date of opening : _____

Time : _____

Name and address of the Tenderer : _____

Name and address of the manufacturer : _____

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

Signature and seal of the Tenderer

**** The documentary proof will be a certificate from the consignee/end user with cross-reference of order no. and date in the certificate along with a notarized certification authenticating the correctness of the information furnished. If at any time, information furnished is proved to be false or incorrect, the earnest money furnished will be forfeited**

FORMAT OF PERFORMANCE CERTIFICATE

To whom it may concern

Date_____

Certified that M/s_____ (name & address of manufacturer) supplied us _____Nos(indicate quantity) of equipment,_____ (indicate name of the equipment) against our order no_____ dt_____ (please indicate order no & date as figuring in the performance statement).The equipment was installed,commissioned and handed over to us _____ (indicate date) & since then the equipment is has been working to our entire satisfaction.

Place:_____

Date:_____

Name & Designation of the officer with seal_____

(in capital letters)

Section – X
TENDER FORM

Date _____

To

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

Ref. Your TE document No. _____ dated _____

We, the undersigned have examined the above mentioned TE document, including amendment/corrigendum No. _____, dated _____ (if any), the receipt of which is hereby confirmed. We now offer to supply and deliver _____ (Description of goods and services) in conformity with your above referred document attached herewith and made part of this tender.

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

We further confirm that, if our tender is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of GCC clause 5, read with modification, if any, in Section - V – “Special Conditions of Contract”, for due performance of the contract.

We agree to keep our tender valid for acceptance as required in the GIT clause 20, read with modification, if any in Section - III – “Special Instructions to Tenderers” or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this tender up to the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

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

We confirm that we do not stand deregistered/banned/blacklisted by any statutory Authorities as per govt. rules/procedures..

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

(Signature with date)

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

SECTION – XI PRICE SCHEDULE

Price to be filled in the relevant field of Price Format in Excel provided in the e-tendering portal.

**SECTION – XII
QUESTIONNAIRE**

Fill up the Techno-Commercial Compliance Sheet Bid provided in spreadsheet (Excel file) and upload in the C-Folder

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

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

Note: The documents like Priced Proforma Invoice (Single Proforma Invoice from Manufacturer’s indicating uniform unit rates) and List of Consumables with prices can be uploaded in the Notes & Attachment under Rfx information (Please note, in the separate Notes & Attachment provided under Rfx information and not in the C-Folder Notes & Attachments).

SECTION – XIII
BANK GUARANTEE FORM FOR EMD

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

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

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

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

(Signature of the authorised officer of the Bank)

Name and designation of the officer

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

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

To

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

Dear Sirs,

Ref. Your TE document No _____, dated _____

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

We further confirm that no supplier or firm or individual other than Messrs. _____ (name and address of the above agent) is authorised to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred TE documents for the above goods manufactured by us. Agency agreement with them giving details of agency commission shall be provided.

We also hereby extend our full warranty, CMC as applicable as per clause 15 of the General Conditions of Contract, read with modification, if any, in the Special Conditions of Contract for the goods and services offered for supply by the above firm against this TE document.

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

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

Yours faithfully,

[Signature with date, name and designation]

for and on behalf of Messrs _____

[Name & address of the manufacturers]

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

2. Original letter may be sent.

SECTION – XV

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY/ CMC SECURITY

To
Head of Hospital/Institute/Medical College

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

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

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

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

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

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

This guarantee shall be valid up to 42 (Forty Two) months from the date of Notification of Award i.e up to ----- (indicate date)

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

.....
Name and designation of the officer

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

**SECTION – XVI
CONTRACT FORM - A**

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

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

Contract No _____ dated _____

This is in continuation to this office's Notification of Award No _____ dated _____

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

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

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

5. Some terms, conditions, stipulations etc. out of the above-referred documents are reproduced below for ready reference:

- (i) Brief particulars of the goods and services which shall be supplied/ provided by the supplier are as under:

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

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

Total value (in figure) _____ (In words) _____

- 2. Delivery schedule
- (iii) Details of Performance Security
- (iv) Quality Control
 - (a) Mode(s), stage(s) and place(s) of conducting inspections and tests.
 - (b) Designation and address of purchaser's inspecting officer
- (v) Destination and despatch instructions
- (vi) Consignee, including port consignee, if any
 - 3. Warranty clause
 - 4. Payment terms
 - 5. Paying authority

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

Received and accepted this contract

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

For and on behalf of _____

(Name and address of the supplier)

(Seal of the supplier)

Date: _____

Place: _____

SECTION – XVI
CONTRACT FORM – B
CONTRACT FORM FOR ANNUAL COMPREHENSIVE MAINTENANCE CONTRACT

Annual CM Contract No. _____ dated _____
 Between _____

(Address of Head of Hospital/Institute/Medical College)
 And _____

(Name & Address of the Supplier)

Ref: Contract No. _____ dated _____ (Contract No. & date of Contract for supply, installation, commissioning, handing over, Trial run, Training of operators & warranty of goods)

In continuation to the above referred contract

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

1	2	3	4							5	
Schedule No.	BRIEF DESCRIPTION OF GOODS	QUANTITY. (Nos.)	Annual Comprehensive Maintenance Contract Cost for Each Unit year wise*.							Total Annual Comprehensive Maintenance Contract Cost for 7 Years [3 x (4a+4b+4c+4d+4e+4f+4g)]	
			1 st	2 nd	3 rd	4 th	5 th	6 th	7 th		
			a	b	c	d	e	f	g		

Total value (in figure) _____ (In words) _____

- b) The CMC commence from the date of expiry of all obligations under Warranty i.e. from _____ (date of expiry of Warranty) and will expire on _____ (date of expiry of CMC)
- c) The cost of Annual Comprehensive Maintenance Contract (CMC) which includes preventive maintenance, labour and spares, after satisfactory completion of Warranty period may be quoted for next 7 years as contained in the above referred contract on yearly basis for complete equipment (including X ray tubes, Helium for MRI, Batteries for UPS, other vacuumatic parts, _____ & _____) and Turnkey (if any).
- d) There will be 98% uptime warranty during CMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CMC period by double the downtime period.
- e) During CMC period, the supplier shall visit at each consignee's site for preventive maintenance including testing and calibration as per the manufacturer's service/ technical/ operational manual. The supplier shall visit each consignee site as recommended in the manufacturer's manual, but at least once in 6 months commencing from the date of the successful completion of warranty period for preventive maintenance of the goods.
- f) All software updates should be provided free of cost during CMC.

- g) The bank guarantee valid till _____ [(fill the date) 2 months after expiry of entire CMC period] for an amount of Rs. _____ [(fill amount) equivalent to 2.5 % of the cost of the equipment as per contract] shall be furnished in the prescribed format given in Section XV of the TE document, along with the signed copy of Annual CMC within a period of 21 (twenty one) days of issue of Annual CMC failing which the proceeds of Performance Security shall be payable to the Purchaser/Consignee.
- h) If there is any lapse in the performance of the CMC as per contract, the proceeds Annual CMC bank guarantee for an amount of Rs. _____ (equivalent to 2.5 % of the cost of the equipment as per contract) shall be payable to the Consignee.
- i) **Payment terms:** The payment of Annual CMC will be made against the bills raised to the consignee by the supplier on six monthly basis after satisfactory completion of said period, duly certified by the Consignee. The payment will be made in Indian Rupees.
- j) **Paying authority:** _____ (name of the consignee i.e. authorised official)

(Signature, name and address
of Institute official)

For and on behalf of _____

Received and accepted this contract

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

For and on behalf of _____

(Name and address of the supplier)

(Seal of the supplier)

Date: _____

Place: _____

SECTION – XVII
CONSIGNEE RECEIPT CERTIFICATE
(To be given by consignee’s authorized representative)

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

- 1) Contract No. & date : _____
- 2) Supplier’s Name : _____
- 3) Consignee’s Name & Address with telephone No. & Fax No. : _____
- 4) Name of the item supplied : _____
- 5) Quantity Supplied : _____
- 6) Date of Receipt by the Consignee : _____
- 7) Name and designation of Authorized Representative of Consignee : _____
- 8) Signature of Authorized Representative of Consignee with date : _____
- 9) Seal of the Consignee : _____

SECTION – XVIII
Proforma of Final Acceptance Certificate by the Consignee

No _____
Date _____

To
M/s _____

Subject: Certificate of commissioning of equipment/plant.

This is to certify that the equipment(s)/plant(s) as detailed below has/have been received in good conditions along with all the standard and special accessories and a set of spares (subject to remarks in Para no.02) in accordance with the contract/technical specifications. The same has been installed and commissioned.

- (a) Contract No _____ dated _____
- (b) Description of the equipment(s)/plants: _____
- (c) Equipment(s)/ plant(s) nos.: _____
- (d) Quantity: _____
- (e) Bill of Loading/Air Way Bill/Railway Receipt/ Goods Consignment Note no _____ dated _____
- (f) Name of the vessel/Transporter: _____
- (g) Name of the Consignee: _____
- (h) Date of commissioning and proving test: _____

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

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

The proving test has been done to our entire satisfaction and operators have been trained to operate the equipment(s)/plant(s).
The supplier has fulfilled its contractual obligations satisfactorily ## or
The supplier has failed to fulfil its contractual obligations with regard to the following:
He has not adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to 'Technical Specifications'.
He has not supervised the commissioning of the equipment(s)/plant(s) in time, i.e. within the period

specified in the contract from date of intimation by the Purchaser/Consignee in respect of the installation of the equipment(s)/plant(s).

The supplier as specified in the contract has not done training of personnel.

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

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

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

Signature

Name

Designation with stamp

Explanatory notes for filling up the certificate:

He has adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to 'Technical Specification'.

He has supervised the commissioning of the equipment(s)/plant(s) in time, i.e. within the time specified in the contract from date of intimation by the Purchaser/Consignee in respect of the installation of the equipment(s)/plant(s).

Training of personnel has been done by the supplier as specified in the contract

In the event of documents/drawings having not been supplied or installation and commissioning of the equipment(s)/plant(s) having been delayed on account of the supplier, the extent of delay should always be mentioned in clear terms.

**SECTION – XIX
ANNEXURES**

Annexure 1

**DETAILS OF SHIPPING ARRANGEMENT FOR LINER CARGOES IN RESPECT OF
C & F/CIF/TURNKEY/F.O.R CONTRACTS FOR IMPORTS**

7. (a) SHIPMENT FROM PORTS OF U.K INCLUDING NORTHERN IRELAND (ALSO EIRE), FROM THE NORTH CONTINENT OF EUROPE (GERMANY, HOLLAND, BELGIUM, FRANCE, NORWAY, SWEDEN, DENMARK, FINLAND AND PORTS ON THE CONTINENTAL SEABOARD OF MEDITERRANIAN (I.E. FRENCH WESTERN ITALIAN PORTS), TO PORTS IN INDIA.

The Seller should arrange shipment of the goods by vessels belonging to the member lines of the India-Pakistan-Bangladesh Conference. If the Seller finds that the space on the 'Conference Lines' vessels is not available for any specific shipment, he should take up with India-Pakistan-Bangladesh Conference, Conferity House, East Grinstead, Sussex (UK), for providing shipping space and also inform the Shipping Co-ordination Officer, Ministry of Surface Transport, New Delhi, (Cable: TRANSCHART, NEW DELHI, Telex: VAHAN IN – 031 – 61157, 61158, 61159)

The Seller should arrange shipment through the Government of India's Forwarding Agents, M/s Schenker & Co., 2000-Hamburg (Cable: SCHENKER CO., HAMBURG) OR obtain a certificate from them to the effect that shipment has been arranged in accordance with instructions of the Ministry of Surface Transport, (TRANSCHART), New Delhi.

(b) SHIPMENT FORM PORTS OF U.K. INCLUDING NORTHERN

Goods under this contract would be shipped by the national shipping companies of the Contracting Parties operating bilateral shipping service and vessels under the flag of third countries in accordance with the Agreement between the Government of German Democratic Republic and the Government of the Republic of India in the Field of Merchant Shipping signed on 9.1.1979, as amended up-to-date.

**8. ISHIPMENT FROM ADRIATIC PORTS OF EASTERN ITALY AND
YUGOSLAVIA**

The seller should arrange shipment of the goods by vessels belonging to the following Indian member lines;

1. The Shipping Purchaser of India Ltd.
2. The Scindia Steam Navigation Co., Ltd
3. India Steamship Co., Ltd

For the purpose of ascertaining the availability of suitable Indian vessels and granting dispensation in the event of their non-availability, the Seller should give adequate notice about the readiness of each consignment from time to time at least six weeks in advance of the required position to M/s Schenker & Co. 2000 HAMBURG (Cable: SCHENKER CO., HAMBURG) and also endorse a copy thereof to the Shipping Co-ordination Officer,

Ministry of Surface Transport, New Delhi, (Cable: TRANSCHART, NEW DELHI, Telex: VAHAN IN – 031 – 61157, 61158, 61159)

The seller should arrange shipment through the Government of India's Forwarding Agents M/s Schenker & Co. 2000 HAMBURG (Cable: SCHENKER CO., HAMBURG) or obtain certificate from them to the effect that shipment has been arranged in accordance with the instructions of the Ministry of Surface Transport, (TRANSCHART), New Delhi.

9. SHIPMENT FROM POLAND & CZECHOSLOVAKIA

(i) IMPORTS FROM POLAND

Shipment under this contract would be made by the National flag lines of the two parties and vessels of the third flag conference lines, in accordance with the agreement between the Govt. of the Republic of India and the Govt. of the Polish People's Republic regarding Shipping Co-operation dated 27.6.1960 as amended up-to-date.

(ii) IMPORTS FROM CZECHOSLOVAKIA

Goods under this contract would be signed by the National flag lines of the two parties and vessels of the third flag conference lines, in accordance with the Agreement Co-operation in shipping between India and Czechoslovakia signed on 3.11.1978 and ratified on 19.12.1979, as amended up-to-date.

Shipping arrangement should be made by the Sellers in consultation with Resident Representative of the Indian Shipping Lines in Gdynia, Co., Morska Agencja W. Gdyniul, Pulaskiego 8, P.O. Box 246, Gdynia (Poland) – Telex : MG PL. 054301, Tel.: 207621, to whom details regarding contract number, nature of cargo , quantity, port of lading, discharging, name of Government consignee, expected date of readiness of each consignment etc. should be furnish at least six weeks in advance of the required position, with a copy thereof endorsed to the Shipping Co-ordination Officer, Ministry of Surface Transport, (Chartering Wing), New Delhi, (Cable: TRANSCHART, NEW DELHI, Telex: VAHAN IN – 031 – 61157, 61158, 61159)

(e) SHIPMENT FROM U.S.S.R

Shipment under this contract should be made in accordance with the agreement between the Government of the Republic of India and the Government of U.S.S.R on Merchant Shipping 1976, as amended up-to-date, by vessels of Indo-Soviet shipping Service.

10. SHIPMENT FROM JAPAN

The shipment of goods should be made of India vessels to the maximum extent possible subject to the minimum of 50%.

The Seller should arrange shipment of the goods in consultation with the Embassy of India in Japan, Tokyo to whom details regarding contract number, nature of cargo, quantity, port of loading/discharge, name of Govt. consignee, expected date of readiness of each consignment etc. should be furnished at least six weeks in advance of the required position.

Note: The copies of such contracts are to be endorsed both to the Attached (commercial) embassy of India in Japan, Tokyo, and the shipping Co-ordination Officer, Ministry of Surface Transport, New Delhi.

(g) SHIPMENT FROM AUSTRALIA, ALGERIA, BULGARIA, ROMANIA, EGYPT

The Seller shall arrange shipment of the goods by Indian flag vessels to the maximum extent possible subject to a minimum of 50 %. For the purpose of ascertaining the availability of suitable Indian vessels, the seller shall give adequate notice of not less than six weeks about the readiness of each consignment to the Shipping Purchaser of India Ltd., SHIPPING HOUSE, 245, Madame Cama Road, Bombay – 400 021 (CABLE: SHIPINDIA BOMBAY) and also endorse a copy thereof to the Shipping Co-ordination Officer, Ministry of Surface Transport, New Delhi, (Cable: TRANSCHART, NEW DELHI, Telex: VAHAN IN – 031 – 61157, 61158, 61159)

11. SHIPMENT FROM PAKISTAN

The shipment of cargoes should be made by Indian vessels to the maximum extent possible subject to a minimum of 50 %.

Shipment arrangement should be made by the sellers in consultation with M/s Mogul Line Ltd., 16-Bank Street, Fort, Bombay – 400023 (Cable: MOGUL BOMBAY: Telex: 011 – 4049 MOGUL), to whom, details regarding contract number, nature of cargo, quantity, port of lading discharging, name of government consignee, expected date of readiness of each consignment etc. should be furnish at least six weeks in advance of the required position, with a copy thereof endorsed to the Shipping Co-ordination Officer, Ministry of Surface Transport, New Delhi, (Cable: TRANSCHART, NEW DELHI, Telex: VAHAN IN – 031 – 61157, 61158, 61159)

(i) SHIPMENT FROM U.S ATLANTIC & GULF PORTS

The Seller should arrange shipment of the goods by vessels belonging to the member lines of the India – Pakistan – Bangladesh – Ceylon and Burma Outward Freight Conference. If the Seller finds that the space of the ‘Conference Lines’ vessels is not available for any specific shipment he should take up with India – Pakistan- Bangladesh – Ceylon and Burma Outward Freight Conference, 19, Rector Street, New York, N.Y. 10006 USA, for providing shipping space and also inform the Shipping Co-ordination Officer, Ministry of Surface Transport, New Delhi, (Cable: TRANSCHART, NEW DELHI, Telex: VAHAN IN – 031 – 61157, 61158, 61159)

12. SHIPMENT FROM ST. LAWRENCE AN EASTERN CANADIAN PORTS

The Seller should arrange shipment of the goods by vessels belonging to the following shipping lines;

1. The shipping Purchaser of India Ltd.
2. The Scindia Steam Navigation Co., Ltd

If the Seller finds that the space in the vessels of these Lines is not available for any particular consignments, he should inform the Shipping Co-ordination Officer, Ministry of Surface Transport, New Delhi, (Cable: TRANSCHART, NEW DELHI, Telex: VAHAN IN – 031 – 61157, 61158, 61159) immediately so that dispensation from the shipping lines concerned to use alternative lifting may be sought.

(k) SHIPMENT FROM WEST COAST PORTS OF U.S.S CANADA AND OTHER AREAS
NOT SPECIFICALLY MENTIONED ABOVE

The Seller should arrange shipment of the goods by Indian vessels to the maximum extent possible subject to a minimum of 50 %. For the purpose of ascertaining the availability of suitable Indian vessels and granting dispensation in the event of their non-availability, the Seller should furnish the details regarding contract number, nature of cargo, quantity, port of lading, discharging, name of government consignee, expected date of readiness of each consignment etc. to the Shipping Co-ordination Officer, Ministry of Surface Transport, New Delhi, (Cable: TRANSCHART, NEW DELHI, Telex: VAHAN IN – 031 – 61157, 61158, 61159) at least six weeks in advance of the required position.

13. BILLS OF LADING

(i) C.I.F./C&F/TURNKEY SHIPMENTS

The Bills of lading should be drawn to indicate Shipper and 'Consignee' as under:

SHIPPER: The C.I.F (C&F)/TURNKEY SUPPLIERS concerned.

CONSIGNEE: As per consignee's particulars in the contract (The name and address of the 'Port Consignee' and 'Ultimate' both should be indicated).

(ii) F.O.R SHIPMENTS

The Bills of lading should be drawn to indicate shipper Consignee as under:

SHIPPER: The F.O.R suppliers Concerned

CONSIGNEE: Supplier's Indian Agent on order

Note:

1. Moreover the name of the 'Purchaser' and 'Ultimate' Consignee should appear in the body of the Bills of Lading as the 'Notify' or as a remark.
2. Two non-negotiable copies of the Bills of Lading indicating the freight amount and discount, if any allowed, should be forwarded to The Shipping Co-ordination Officer, Ministry of surface Transport (Chartering Wing), New Delhi after the shipment of each consignment is effected.
3. The seller should avoid the use of over-aged vessels for the shipment of the goods under the contract and if so used the cost of additional. Insurance, if any, shall be borne by the seller.

SECTION – XX

CHECKLIST

Name of Tenderer:

Name of Manufacturer:

Sl No.	Activity	Yes/ No/ NA	Page No. in the TE document	Remarks
1. a.	Have you submitted EMD of required amount for the quoted schedules?			
b.	In case EMD is furnished in the form of Bank Guarantee, has it been furnished as per Section XIII?			
c.	In case Bank Guarantee is furnished, have you kept its validity of 165 days from Techno Commercial Tender Opening date as per clause 19 of GIT?			
2. a.	Have you enclosed duly filled Tender Form as per format in Section X?			
b.	Have you enclosed Power of Attorney/Partnership Agreement in favour of the signatory attested by a Notary Public?			
3.	(a) Are you a SSI unit, registered with NSIC under Single point registration Scheme or registered with DGS&D for the quoted items? If so, have you enclosed a copy of the registration certificate? (b) Are you enlisted with DGS&D as Indian Agent under the compulsory Enlistment Scheme of Ministry of Finance, Govt. of India? If so have you enclosed a copy of the enlistment certificate?			
4. a.	Have you enclosed clause-by-clause technical compliance statement for the quoted goods vis-à-vis the Technical specifications?			

Sl No.	Activity	Yes/ No/ NA	Page No. in the TE document	Remarks
b.	In case of Technical deviations in the compliance statement, have you identified and marked the deviations?			
5. a.	Have you submitted satisfactory performance certificate from the end users in respect of all orders mentioned in the Proforma for performance statement in Sec. IX of TE document.			
b.	Have you submitted copy of the supply order(s) and installation report?			
6.	(a) Have you submitted manufacturer's authorization as per Section XIV? (b) Have you submitted a copy of the agreement between you and your Principal as per clause 14 of GIT?			
7.	(a) Have you submitted prices of goods, turnkey (if any), CMC etc. in the Price Bid as per Section XI? (b) Have you submitted with your Price Bid your Principal's /Manufacturer's Original proforma invoice indicating FOB value and Indian Agent Commission?			
8.	Have you kept validity of 120 days from the Techno Commercial Tender Opening date as per the TE document?			
9. a.	In case of Indian Tenderer, have you furnished Income Tax Account No. as allotted by the Income Tax Department of Government of India?			
b.	In case of Foreign Tenderer, have you furnished Income Tax Account No. of your Indian Agent as allotted by the Income Tax Department of Government of India?			

Sl No.	Activity	Yes/ No/ NA	Page No. in the TE document	Remarks
10.	Have you intimated the name an full address of your Banker (s) along with your Account Number			
11.	(a) Have you fully accepted payment terms as per TE document? (b) Have you accepted “terms of delivery” as per TE document?			
12.	Have you fully accepted delivery period as per TE document?			
13.	Have you confirmed that the terms of delivery shall be “Delivery at Consignee Site”?			
14.	Have you accepted the warranty as per TE document?			
15.	Have you accepted all other terms and conditions of TE document?			
16.	(a) Have you furnished documents establishing your eligibility & qualification criteria as per TE documents? (b) Have you given “write up” as asked for in Qualification Criteria (Section IX) under Note 2?			
17	Have you furnished Annual Report (Balance Sheet and Profit & Loss Account) for last three years prior to the date of Tender opening?			
18	Have you submitted the certificate of incorporation?			
19	Have you submitted Integrity Pact?			

N.B.

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

-
2. The Tenderer may go through the checklist and ensure that all the documents/confirmations listed above are enclosed in the tender and no column is left blank. If any column is not applicable, it may be filled up as NA.
 - 3 . It is the responsibility of tenderer to go through the TE document to ensure furnishing all required documents in addition to above, if any. Non submission of the above information/documents makes the tender liable to be ignored without any further reference to the Tenderer.
-

(Signature with date)

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

(Name, address and stamp of the tendering firm)

Section – XXI

Consignee Details

**Indian Pharmacopoeia commission Sector-23 ,
Raj Nagar ,
Ghaziabad-201002.**

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

No. P-45021/2/2017-PP (BE-II)
Government of India
Ministry of Commerce and Industry
Department of Industrial Policy and Promotion
(Public Procurement Section)

Dated 28th May, 2018
Udyog Bhawan, New Delhi

To
All Central Ministries/Departments/CPSUs/All concerned

ORDER

Subject: Public Procurement (Preference to Make in India), Order 2017 – Revision; regarding.

Department of Industrial Policy and Promotion, in partial modification of Order No.P-45021/2/2017-B.E.-II dated 15.6.2017, hereby issues the revised 'Public Procurement (Preference to Make in India), Order 2017' with immediate effect:-

Whereas it is the policy of the Government of India to encourage 'Make in India' and promote manufacturing and production of goods and services in India with a view to enhancing income and employment, and

Whereas procurement by the Government is substantial in amount and can contribute towards this policy objective, and

Whereas local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them,

Now therefore the following Order is issued :

1. This Order is issued pursuant to Rule 153 (iii) of the General Financial Rules 2017.
2. **Definitions:** For the purposes of this Order:

'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

'Local supplier' means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed under this Order or by the competent Ministries / Departments in pursuance of this order.

'L1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

'margin of purchase preference' means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference.

.....Contd. p/2

'Nodal Ministry' means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.

'Procuring entity' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.

'Works' means all works as per Rule 130 of GFR- 2017, and will also include 'turnkey works'.

3. Requirement of Purchase Preference : Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to local suppliers in all procurements undertaken by procuring entities in the manner specified hereunder"

- a. "In procurement of goods, services or works in respect of which the Nodal Ministry has communicated that there is sufficient local capacity and local competition, and where the estimated value of procurement is Rs. 50 lakhs or less, only local suppliers shall be eligible. If the estimated value of procurement of such goods or services or works is more than Rs. 50 lakhs, the provisions of sub-paragraph b or c, as the case may be, shall apply";
- b. "In the procurements of goods or works which are not covered by paragraph 3a and which are divisible in nature, the following procedure shall be followed";
 - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract for full quantity will be awarded to L1.
 - ii. If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local suppliers, will be invited to match the L1 price for the remaining 50% quantity subject to the local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such local supplier subject to matching the L1 price. In case such lowest eligible local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- c. "In procurements of goods or works not covered by sub-paragraph 3a and which are not divisible, and in procurement of services where the bid is evaluated on price alone, the following procedure shall be followed":-
 - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract will be awarded to L1.

.....Contd. p/3

- ii. If L1 is not from a local supplier, the lowest bidder among the local suppliers, will be invited to match the L1 price subject to local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such local supplier subject to matching the L1 price.
 - iii. In case such lowest eligible local supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.
4. **Exemption of small purchases:** Notwithstanding anything contained in paragraph 3, procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.
5. **Minimum local content:** The minimum local content shall ordinarily be 50%. The Nodal Ministry may prescribe a higher or lower percentage in respect of any particular item and may also prescribe the manner of calculation of local content.
6. **Margin of Purchase Preference:** The margin of purchase preference shall be 20% .
7. **Requirement for specification in advance:** The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.
8. **Government E-marketplace:** In respect of procurement through the Government E-marketplace (GeM) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised.
9. **Verification of local content:**
 - a. The local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.
 - b. In cases of procurement for a value in excess of Rs. 10 crores, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
 - c. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.

.....Contd. p/4

- d. Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.
- e. Nodal Ministries and procuring entities may prescribe fees for such complaints.
- f. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- g. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph 9h below.
- h. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
 - i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;
 - ii. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
 - iii. in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

10. Specifications in Tenders and other procurement solicitations:

- a. Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.
- b. Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of local suppliers who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.
- c. Procuring entities shall, within 2 months of the issue of this Order review all existing eligibility norms and conditions with reference to sub-paragraphs 'a' and 'b' above.
- d. If a Nodal Ministry is satisfied that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, it may, if it deems appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item and/ or other items relating to that Nodal Ministry. A copy of every instruction or decision taken in this regard shall be sent to the Chairman of the Standing Committee.

....Contd. p/5

e. For the purpose of sub-paragraph 10 d above, a supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or ii) a majority of its shareholding or effective control of the entity is exercised from that country; or (iii) more than 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India."

11. **Assessment of supply base by Nodal Ministries:** The Nodal Ministry shall keep in view the domestic manufacturing / supply base and assess the available capacity and the extent of local competition while identifying items and prescribing minimum local content or the manner of its calculation, with a view to avoiding cost increase from the operation of this Order.
12. **Increase in minimum local content:** The Nodal Ministry may annually review the local content requirements with a view to increasing them, subject to availability of sufficient local competition with adequate quality.
13. **Manufacture under license/ technology collaboration agreements with phased indigenization:** While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.
14. **Powers to grant exemption and to reduce minimum local content:** Ministries /Departments of Government of India and the Boards of Directors of Government companies or autonomous bodies may, by written order,
 - a. reduce the minimum local content below the prescribed level;
 - b. reduce the margin of purchase preference below 20% ;
 - c. exempt any particular item or procuring or supplying entities or class or classes of items or procuring or supplying entities from the operation of this Order or any part of the Order.

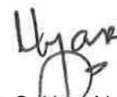
A copy of every such order shall be marked to the Member-Convenor of the Standing Committee constituted under this Order.

15. **Directions to Government companies:** In respect of Government companies and other procuring entities not governed by the General Financial Rules, the administrative Ministry or Department shall issue policy directions requiring compliance with this Order.
16. **Standing Committee:** A standing committee is hereby constituted with the following membership:
 - Secretary, Department of Industrial Policy and Promotion—Chairman
 - Secretary, Commerce—Member
 - Secretary, Ministry of Electronics and Information Technology—Member
 - Joint Secretary (Public Procurement), Department of Expenditure—Member
 - Joint Secretary (DIPP)—Member-Convenor

....Contd. p/6

The Secretary of the Department concerned with a particular item shall be a member in respect of issues relating to such item. The Chairman of the Committee may co-opt technical experts as relevant to any issue or class of issues under its consideration.

17. **Functions of the Standing Committee:** The Standing Committee shall meet as often as necessary but not less than once in six months. The Committee
- shall oversee the implementation of this order and issues arising therefrom, and make recommendations to Nodal Ministries and procuring entities.
 - shall annually assess and periodically monitor compliance with this Order
 - shall identify Nodal Ministries and the allocation of items among them for issue of notifications on minimum local content
 - may require furnishing of details or returns regarding compliance with this Order and related matters
 - may, during the annual review or otherwise, assess issues, if any, where it is felt that the manner of implementation of the order results in any restrictive practices, cartelization or increase in public expenditure and suggest remedial measures
 - may examine cases covered by paragraph 13 above relating to manufacture under license/ technology transfer agreements with a view to satisfying itself that adequate mechanisms exist for enforcement of such agreements and for attaining the underlying objective of progressive indigenization
 - may consider any other issue relating to this Order which may arise.
18. **Removal of difficulties:** Ministries /Departments and the Boards of Directors of Government companies may issue such clarifications and instructions as may be necessary for the removal of any difficulties arising in the implementation of this Order.
19. **Ministries having existing policies:** Where any Ministry or Department has its own policy for preference to local content approved by the Cabinet after 1st January 2015, such policies will prevail over the provisions of this Order. All other existing orders on preference to local content shall be reviewed by the Nodal Ministries and revised as needed to conform to this Order, within two months of the issue of this Order.
20. **Transitional provision:** This Order shall not apply to any tender or procurement for which notice inviting tender or other form of procurement solicitation has been issued before the issue of this Order.



(B. S. Nayak)
Under Secretary to Government of India
Ph. 23061257

F.No.31026/36/ 2016-MD
Ministry of Chemicals & Fertilizers
Government of India
Department of Pharmaceuticals

Dated 18th May, 2018
Janpath Bhawan, New Delhi

Subject: Guidelines for implementing the provisions of Public Procurement (Preference to Make in India) Order (PPO), 2017, related to procurement of Goods & Services in Medical Devices - reg.

No. 31026/36/2016-MD: Whereas Department of Industrial Policy and Promotion (DIPP), pursuant to Rule 153(iii) of the General Financial Rules 2017, has issued Public Procurement(Preference to Make in India) Order (PPO), 2017 vide no. P-4502/2/2017-B.E.-II dated 15.06.2017.

Whereas DIPP, in order to facilitate the implementation of the PPO, 2017, vide D.O. No. P-45021/2/2017-BE-II dated 14.08.2017 has identified Department of Pharmaceuticals (DoP) as the Nodal Department for implementing the provisions of the PPO 2017 relating to goods & services related to Pharmaceuticals Sector. DIPP vide Office Memorandum no. P-45021/13/2017-PP Section BE-II dated 23.03.2018 has decided that the Nodal Ministry for product category Medical Devices shall be Department of Pharmaceuticals.

Whereas Para 3 of PPO, 2017 makes it mandatory for procuring entities to give purchase preference to local suppliers, Para 5 of PPO, 2017 empowers Nodal Ministry to prescribe percentage and the manner of calculation of minimum local content in respect of any particular item relating to medical devices and Para 9 of PPO, 2017 deals with verification of local content.

Now, therefore, DoP issues the following guidelines for implementation of the provisions of PPO, 2017 with respect to public procurement of Goods & Services in Medical Devices:

- 1) **Percentage of Minimum Local Content:** Medical Device Industry (MDI) is a multi-product industry responsible for provisioning of wide variety of crucial medical products ranging from simple tongue depressors & glucometer strips to large radiology & electronic medical equipment. The medical devices industry can be broadly classified as consisting of (a) medical disposables and consumables; (b) medical electronics, hospital equipment, surgical instruments; (c) Implants; and (d) In-Vitro Devices/Diagnostic Reagents. Individually there are around 5000 different kinds of medical devices and it is not practical to prescribe the local content and percentage of preference in domestic procurement for each medical device.

Moreover, DoP needs accurate and reliable data regarding total capacity and production of various categories of medical devices in India, regarding the level

of competition in the market in different segment of medical devices and regarding the processes involved in the manufacture of medical devices for prescribing the percentage of minimum local content for each category of medical devices, for determining the manner of calculation of local content in the medical devices and for determining the purchase preference to be given to local suppliers in the procurement by the public agencies. The percentage of local content, the manner of calculation of the local content and the provision of supplies to be procured from local suppliers may be revised after relevant data in this regard becomes available.

However for the time being, based on the present level of understanding of the medical device market in India and discussion with various industry representatives, DoP in accordance with Para 5 of PPO, 2017 prescribes the following percentages of minimum local content for various categories of medical devices for preference in public procurement:

Category of Medical Devices	% of Minimum Local Content	% of Local Content proposed to be increased in phased manner over next three years
Medical disposables and consumables	50%	50% to 75%
Medical electronics, hospital equipment, surgical instruments	25%	25% to 45%
Implants	40%	40% to 60%
Diagnostic Reagents/IVDs	25%	25% to 45%

2) **Manner of calculation of Local Content:** DoP in accordance with Para 5 of PPO, 2017 prescribes the following manner of calculation of local content:


- i. Local content of Medical Device shall be computed on the basis of the cost of domestic components in the device/service compared to the total cost of the device/service. The total cost of product shall be the cost incurred for the production of the medical device including direct component i.e. material cost, manpower cost and overhead costs including profit but excluding taxes and duties.
- ii. The determination of local content cost shall be based on the following:
 - a) In the case of direct component (material), based on the country of origin
 - b) In the case of manpower, based on domestic manpower
- iii. The calculation of local content of the combination of several kinds of goods shall be based on the ratio of the sum of multiplication of local content of each goods with the acquisition price of each goods to the acquisition price of combination of goods.
- iv. Format of calculation of local content shall be as contained in **Enclosure-I**.

- 902
- 3) **Requirement of Purchase Preference:** Purchase preference shall be given to local suppliers by all procuring entities as per provisions laid down in para 3 of PPO, 2017. Further, as per provisions of Para 3(a) of the PPO 2017 i.e. in procurement of goods where sufficient local capacity and local competition exists and estimated value of procurement is Rs 50 Lakhs or less, a list of goods will be issued by this Department in due course. Till the time such a list is issued, provisions of para 3(b) or para 3(c) of PPO, 2017, as applicable, shall apply for all procurements without regard to value of procurement.
- 4) **Verification of Local Content:**
- a) The local supplier at the time of tender, bidding or solicitation shall be required to furnish self-certification of local content in the format as contained in **Enclosure-II**.
 - b) In cases of procurement for a value in excess of Rs. 10 crores, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
 - c) In each tender, procuring entity shall clearly mention the details of its competent authority which is empowered to look into procurement related complaints and the fees for such complaints, relating to implementation of PPO, 2017.
 - d) In case a complaint is received by the procuring entity against the claim of a bidder regarding domestic value addition in medical device, the procuring entity shall have full rights to inspect and examine all the related documents and take a decision. In case any clarification is needed, matter may be referred to DoP to the Grievance Redressal Committee consisting of the following:
 1. Chairman - Joint Secretary (Medical Device) in DoP
 2. Member - Director / Deputy Secretary (Medical Devices) in DoP
 3. Member - Representative (not below the rank of Deputy Secretary) from M/o Health & Family Welfare / CDSO
 - e) Any complaint referred to the procuring entity shall be submitted along with all necessary documentation in support of the complaint regarding domestic value addition claimed in medical device and shall be disposed of within 4 weeks of the reference by the procuring entity.
 - f) In case, the complaint is referred to DoP by a bidder or procuring entity, the grievance redressal committee shall dispose of the complaint within 4 weeks of its reference and receipt of all documents from the bidder after taking in consideration, the view of the procuring entity. The bidder shall be required to furnish the necessary documentation in support of the local content claimed in medical devices to the grievance redressal committee under DoP within 2 weeks of the reference of the matter. If no information is furnished by the bidder, the grievance redressal committee may take further necessary action, in consultation with procuring entity to establish the bonafides of the claim.
 - g) In case of reference of any complaint by the concerned bidder, there would be a fee of Rs. 2 Lakh or 1% of the value of the medical devices being procured (subject to a maximum of Rs. 5 Lakh), whichever is higher, to be paid by way of a Demand Draft to be deposited with the procuring entity, along with the

Ok

complaints by the complainant. In case, the complaint is found to be incorrect, the complaint fee shall be forfeited. In case, the complaint is upheld and found to be substantially correct, deposited fee of the complainant would be refunded without any interest.

- 5) All other provisions of PPO, 2017 shall be applicable as such and shall be adhered to by all procuring agencies for procurement of any medical device.
- 6) These guidelines shall remain applicable for one year or until further orders from the date of its issuance.


(Dinesh Kapila)
Economic Adviser
Ph. 23381927

400

Enclosure-I

Calculation of Local Content

Name of manufacturer	Calculation by Manufacturer (Cost per unit of product)			
	Cost Component	Cost (Domestic Component) a	Total Cost b	Percentage of Local Content $c=(a/b)*100$
I.				
II.				
III. Total Cost (Excluding tax and duties)				

Note:

I. **Cost (Domestic Component):** Cost of domestic component may be calculated based on one of the followings depending on data available. Each of these calculations should provide consistent result.

a. Sum of the costs of all inputs which go into the product (including duties and taxes levied on procurement of inputs except those for which credit/ set-off can be taken) and which have not been imported directly or through a domestic trader or an intermediary.

b. Ex-Factory Price of product minus profit after tax minus sum of imported Bill of Material used (directly or indirectly) as inputs in producing the product (including duties and taxes levied on procurement of inputs except those for which credit/ set-off can be taken) minus warranty costs.

c. Market price minus post-production freight, insurance and other handling costs minus profit after tax minus warranty costs minus sum of Imported Bill of Material used as inputs in producing the product (including duties and taxes levied on procurement of inputs except those for which credit / set-off can be taken) minus sales and marketing expenses.

II. **Total Cost:** Total cost may be calculated based on one of the following depending on data available. Each of these calculations should provide consistent result.

a. Sum of the costs of all inputs which go into the product (including duties and taxes levied on procurement of inputs except those for which credit / set-off can be taken).

b. Ex-Factory Price of product minus profit after tax, minus warranty costs.

c. Market price minus post-production freight, insurance and other handling costs minus profit after tax, minus warranty costs minus sales and marketing expenses.

Dulag

Enclosure-II**Format for Affidavit of Self Certification regarding Local Content in a Medical Device to be provided on Rs. 100/- Stamp Paper**

Date: _____

I _____ S/o,D/o,W/o _____, Resident of _____

do hereby solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of the policy of Government of India issued vide Notification No:

That the information furnished hereinafter is correct to best of my knowledge and belief and I undertake to produce relevant records before the procuring entity or any authority so nominated by the Department of Pharmaceuticals, Government of India for the purpose of assessing the local content.

That the local content for all inputs which constitute the said medical device has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value-addition norms, based on the assessment of an authority so nominated by the Department of Pharmaceuticals, Government of India for the purpose of assessing the local content, action will be taken against me as per Order No. P-45021/2/2017-B.E.-II dated 15.06.2017 and Guidelines issued vide letter no. 31026/36/2016-MD dated .1.8.2018.

I agree to maintain the following information in the Company's record for a period of 8 years and shall make this available for verification to any statutory authority:

- i) Name and details of the Domestic Manufacturer (Registered Office, Manufacturing unit location, nature of legal entity)
- ii) Date on which this certificate is issued
- iii) Medical devices for which the certificate is produced
- iv) Procuring entity to whom the certificate is furnished
- v) Percentage of local content claimed
- vi) Name and contact details of the unit of the manufacturer
- vii) Sale Price of the product
- viii) Ex-Factory Price of the product
- ix) Freight, insurance and handling
- x) Total Bill of Material
- xi) List and total cost value of inputs used for manufacture of the medical device
- xii) List and total cost of inputs which are domestically sourced. Value addition certificates from suppliers, if the input is not in- house to be attached.
- xiii) List and cost of inputs which are imported, directly or indirectly

For and on behalf of (Name of firm/entity)
Authorized signatory (To be duly authorized by the Board of Director)

APPENDIX-B
INTEGRITY PACT

HLL Lifecare Limited,
Procurement and Consultancy Division,
B-14 A, Sector-62, Noida-201307, Uttar Pradesh

Tender No: _____

PRE-CONTRACT INTEGRITY PACT

This Pre-Contract Integrity Pact (herein after called the Integrity Pact) is made on _____ day of the month of _____

Between

HLL Lifecare Limited, a Government of India Enterprise with registered office at HLL Bhavan, Poojappura, Thiruvananthapuram 695 012, Kerala, India. (Hereinafter called “HLL”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Party.

And

M/s _____ with office atrepresented by Shri _____ , Chief Executive Officer (hereinafter called the “BIDDER/Seller”/Contractor which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Party.

Preamble

[Both HLL and BIDDER referred above are jointly referred to as the Parties]

HLL intends to award, under laid down organizational procedures, Purchase orders / contract/s against Tender /Work Order /Purchase Order No. HLL desires full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

1. Enable HLL to obtain the desired materials/ stores/equipment/ work/ project done at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement; and
2. Enable the BIDDER to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and HLL will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Clause.1. Commitments of HLL

- 1.1 HLL undertakes that HLL and/or its Associates (i.e. employees, agents, consultants, advisors, etc.) will not demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 HLL will, during the tender process / pre-contract stage, treat all BIDDERS with equity and reason, and will provide to all BIDDERS the same information and will not provide any such information or additional information, which is confidential in any manner, to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS in relation to tendering process or during the contract execution.
- 1.3 All the officials of HLL regarding this Integrity Pact will report to Chief Vigilance Officer of HLL (CVO), any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach shall not be permitted.
- 1.4 HLL will exclude from the process all known prejudiced persons and persons who would be known to have a connection or nexus with the prospective bidder.
- 1.5 If the BIDDER reports to HLL with full and verifiable facts any misconduct on the part of HLL's Associates (i.e. employees, agents, consultants, advisors, etc.) and the same is prima facie found to be correct by HLL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by HLL. Further, such an Associate may be debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by HLL the proceedings under the contract would not be stalled.

Clause 2. Commitments of BIDDERS/ CONTRACTORS

2. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
 - 2.1 The BIDDER will not offer, directly or indirectly (i.e. employees, agents, consultants, advisors, etc.) any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of HLL, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - 2.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of HLL or otherwise in procuring the contract or forbearing to do or having done any act in relation to obtaining or execution of the contract or any other contract with

HLL for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with HLL.

- 2.2.1 The BIDDER will not engage in collusion, price fixing, cartelization, etc. with other counterparty(s).
- 2.2.2 The Bidder(s) will not pass to any third party any confidential information entrusted to it, unless duly authorized by HLL.
- 2.2.3 The Bidder(s) will promote and observe ethical practices within its Organization and its affiliates.
- 2.2.4 BIDDER shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 2.2.5 The Bidder(s) will not make any false or misleading allegations against HLL or its Associates.
- 2.2.6 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 2.2.7 The BIDDER further confirms and declares to HLL that the BIDDER is the original manufacture/integrator/authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to HLL or any of its functionaries, whether officially or unofficially to award the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 2.2.8 The BIDDER while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of HLL or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 2.2.9 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.2.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.2.11 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of HLL, or alternatively, if any relative of an officer of HLL has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act 2013.

- 2.2.12 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of HLL.
- 2.2.13 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract, and will not enter into any undisclosed agreement or understanding with other Bidders, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.2.14 The BIDDER will not commit any offence under the relevant Indian Penal Code, 1860 or Prevention of Corruption Act, 1988; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the HLL as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.2.15 The BIDDER will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 2.2.16 The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign Principal(s), if any.
- 2.2.17 The Bidder(s) shall not approach the courts while representing the matters to IEM and the Bidder(s) will await their decision in the matter.

Clause.3. Previous contravention and Disqualification from tender process and exclusion from future contracts

- 3.1** The BIDDER declares that no previous contravention occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process
- 3.2** The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.
If BIDDER before award or during execution has committed a contravention through a violation of Clause 2, above or in any other form such as to put his reliability or credibility in question, HLL is entitled to disqualify the BIDDER from the tender process.

Clause.4. Equal treatment of all Bidders /Contractors /Subcontractors

- 4.1 The Bidder(s)/ Contractor(s) undertake(s) to demand from his Subcontractors a commitment in conformity with this Integrity Pact.
- 4.2 HLL will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- 4.3 HLL will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Clause.5. Consequences of Violation / Breach

- 5.1 Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle HLL to take all or any one of the following action, wherever required:-
 - i. To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - ii. If BIDDER commits violation of Integrity Pact Policy during bidding process, he shall be liable to compensate HLL by way of liquidated damages amounting to a sum equivalent to 5% to the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.
 - iii. In case of violation of the Integrity Pact after award of the contract, HLL will be entitled to terminate the contract. HLL shall also be entitled to recover from the contractor liquidated damages equivalent to 10% of the contract value or the amount equivalent to security deposit/ performance guarantee, whichever is higher.
 - iv. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - v. To recover all sums already paid by HLL, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from HLL in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid amount.
 - vi. To encash the advance bank guarantee and performance guarantee /warranty bond, if furnished by the BIDDER, in order to recover the payments already made by HLL, along with interest.
 - vii. To cancel all or any other contract with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to HLL resulting from such cancellation/recession and HLL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - viii. To debar the BIDDER from participating in future bidding processes of HLL for a minimum period of five (5) years, which may be further extended at the discretion of HLL or until Independent External Monitors is satisfied that the Bidder(s) will not commit any future violation.

- ix. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- x. In cases where irrevocable Letters of credit have been received in respect of any contract signed by HLL with the BIDDER, the same shall not be opened.
- xi. Forfeiture of performance guarantee in case of a decision by HLL to forfeit the same without assigning any reason for imposing sanction for violation of the pact.

5.2 HLL will be entitled to all or any of the actions mentioned in para 5.1(i) to (x) of this pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.3 The decision of HLL to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

Clause.6. Fall Clause

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems OR providing similar services at a price / charge lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found any stage that similar product/systems or sub systems was supplied by the BIDDER to any to the Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to HLL, if the contract has already been concluded.

Clause .7. Independent External Monitor(s)

- 7.1 HLL has appointed Independent External Monitor(s) (hereinafter referred to as IEM(s)) for this Pact in consultation with the Central Vigilance Commission. (Name and addresses of the Monitor(s) to be given).
- 7.2 The responsibility of the IEM(s) shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 7.3 The IEM(s) shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 7.4 Both the parties accept that the IEM(s) have the right to access all the documents relating to the project/ procurement, including minutes of meetings.
- 7.5 As soon as the IEM(s) notices, or has reason to believe, a violation of this pact, he will so inform the CVO.
- 7.6 The BIDDER(S) accepts that the IEM(s) have the right to access without restriction to all project documentation of HLL including that provided by the BIDDER. The

BIDDER will also grant the IEM(s), upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors engaged by the BIDDER. The IEM(s) shall be under contractual obligation to treat the information and documents of the BIDDER/ Subcontractor(s) with confidentiality.

- 7.7 HLL will provide to the IEM(s) sufficient information about all meetings among the parties related to the Project provided such meeting could have an impact on the contractual relation between the parties. The parties will offer to the IEM(s) option to participate in such meetings.
- 7.8 The IEM(s) will submit a written report to the CVO of HLL within 8 to 10 weeks from the date of reference or intimation to him by HLL/BIDDER.

Clause.8.Criminal charges against violating Bidder(s)/ Contractor(s)/ Subcontractor(s)

If HLL obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if HLL has substantive suspicion in this regard, HLL will inform the same to the Chief Vigilance Officer.

Clause.9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, HLL or its agencies shall be entitled to examine all the documents, including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

Clause.10. Law and Place of Jurisdiction

Both the Parties agree that this Pact is subject to Indian Law. The place of performance and hence this Pact shall be subject to Delhi/NCR Jurisdiction.

Clause.11. Other legal Actions

The actions stipulated in the Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

Clause.12. Validity and Duration of the Agreement

This Pact begins when both parties have legally signed it. It expires for the Contractor/Successful bidder 12 months after the last payment under the contract or the complete execution of the contract to the satisfaction of the both HLL and the BIDDER /Seller, including warranty period, whichever is later, and for all other Bidders/unsuccessful bidders 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman and Managing Director of HLL.

Clause. 13. Other provisions

- 13.1 Changes and supplements as well as termination notices need to be made in writing. Both the Parties declare that no side agreements have been made to this Integrity Pact.

- 13.1 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

- 13.1 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions

INWITNESS THEREOF the parties have signed and executed this pact at the place and date first above mentioned in the presents of following witnesses:

HLL Lifecare Limited.

Bidder

Witness

Witness

1.....

1.....

2.....

2.....

* Provisions of these clauses would be amended /deleted in line with the policy of the HLL in regard to involvement of Indian agents of foreign suppliers.