
TENDER DOCUMENT FOR

**SUPPLY OF MEDICAL EQUIPMENT, MEDICAL FURNITURE,
GENERAL ITEMS AND CONSUMABLES FOR THE SETTING UP
OF EMERGENCY AND CRITICAL CARE DEPARTMENT AT
THRISSUR MEDICAL COLLEGE**

TENDER NO.HLL/ID/14/42(Re tender)

June 2014

BY

HLL Lifecare Limited

(A GOVERNMENT OF INDIA ENTERPRISE)

Infrastructure Development Division

Trivandrum - 695006.

Website : www.lifecarehll.com

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HLL Lifecare Limited
(A GOVERNMENT OF INDIA ENTERPRISE)

TENDER NO. HLL/ID/14/42

Dated: 24.06.2014

NOTICE INVITING TENDERS (NIT)

Infrastructure Development Division of HLL Lifecare Limited (a Govt of India Enterprise) on behalf of Principal Medical college invites sealed tenders, from eligible Bidders for the supply of Medical Equipment, Medical Furniture, General Items and Consumables for the setting up of emergency and critical care department at Thrissur Medical College.

SL NO	DESCRIPTION	SCHEDULE
I.	Estimated cost of work	Rs 1,10,33,100/-
II.	Starting dates & closing date of downloading the documents	25.06.2014 - 5.07.2014
III.	Tender documents	Tender documents can be downloaded from www.lifecarehll.com or Central Public Procurement Portal. The cost of document in the form of DD shall be submitted along with tender document otherwise the tender may summarily be rejected for the bidders quoting in the equipment and furniture part.
IV.	Cost of tender form (Non-refundable)	Rs 1575/- (Rupees One thousand five hundred and seventy five only) Payable by a Demand draft drawn on a scheduled bank in India in favour of "HLL Lifecare Limited" at Thiruvananthapuram for the the equipment and furniture part. The tender document can be downloaded and is free of cost for the general items and consumables.

SL NO	DESCRIPTION	SCHEDULE
V.	Last date of Submission of queries	05.07.2014
VI.	Pre bid Meeting at HLL Lifecare Ltd, (Bio Medical Office), TENRA 22,TC 24/606,Palathinkara, Thycaud,Trivandrum-695014 Ph: 0471 2330447	05.07.2014 at 11.15 am
VII.	Closing date & time of submission of tender	11.07.2014 at 2.00 pm
VIII.	Time and date of opening of Techno-commercial tenders at ID Office at Vettamukku,Trivandrum	14.07.2014 at 11.30 am
IX.	Completion period of work	2 months from the date of LOA or handing over of site whichever is later
X.	Mode of quoting & Earnest Money deposit	Evaluation of Bids Group A Each item will be evaluated separately Group B -Furniture, Group C -General Items - Group D- Consumables If minimum 3 eligible bidders do not quote for all items, for a particular group, the group items will be regrouped for evaluation as follows. The bids of bidders who quote for more than 60 % of the item will be taken for group evaluation and the items for which all of them quote in common will be grouped for evaluation and the lowest will be selected. For balance

	of items, the bids of all the eligible bidders will be evaluated item wise individually. The (PART B) Furniture items 1A,1B should be quoted by a single bidder.
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EMD Details

SN	Name of the equipment	QTY	EMD
1	Automatic Blood Gas Analyzer	1	6000
2	Flexible Fiberoptic Bronchoscope	1	14700
3	Syringe Pump	40	40000
4	Portable X ray Machine	1	20000
5	Fluid Warmer	8	24960
6	Patient warmer	8	24000
7	Plasma Apheresis Machine	1	30000
8	External pacemaker	1	5000
9	Examination lamp-for minor surgical procedures	2	1200
10	Needle destroyer	10	NA
11	Nebulizer diaphragm type	20	600
12	Weighing Machine-Digital	10	2000
13	Table top autoclave-Low end	10	6000
14	X ray viewing panel	10	2400
FURNITURES			
1A	ICU cot with mattress	45	45000
1B	Overbed Table	30	4200
2	Shoe Rack	12	960
	Furniture Total		50160
GENERAL ITEMS			
1	Refrigerator	16	NA
2	Vacuum Cleaner	4	NA
3	Computer	14	NA
4	Torch	10	NA
5	Emergency lamp	8	NA

6	Waste Bin-Plastic	70	NA
CONSUMABLE ITEMS			
1	Pressure Infusor bags	10	NA

EMD SHALL BE SEPARATELY GIVEN FOR EACH GROUP.

1. Tenders, complete in all respects, along with requisite EMD may be submitted at the address given below on or before the closing date and time indicated above.
2. In the event of any of the above mentioned dates being declared as a holiday, received/opened on the next working day at the appointed time.
3. For all items except General Item and Consumables, the two bid system will be followed. The first part 'Techno - Commercial Tender', shall consists of EMD as well as documents to satisfy eligibility criteria along with signed copy of technical bid and Pre bid minutes. and the second part 'Price Tender' as specified in clause 11 of GIT. Bidders shall seal 'Techno - Commercial Tender' and 'Price Tender' separately and covers will be suitably super scribed.

The name of the Equipments Quoted in a Group should be super scribed the envelope.

For General Items & consumables price bid and documents required as per the eligibility criteria shall be in a single envelope duly super scribed with name of tender.

All Bidders are hereby cautioned that tenders containing any material deviation or reservation as described in Clause 27.5 of "General Instructions to Bidders" (GIT) and/ or without quoting the cost shall be considered as non-responsive and shall be summarily rejected.

The quoted price shall be inclusive of all taxes and duties whether payable by the contractor or to be deducted at source. This shall include those applicable among VAT, Sales Tax, Income Tax, Customs Duty, Excise Duty, Turnover Tax, Service Tax, Work Contract Tax, Octroi, Labour

Welfare Cess or any other Taxes and Duties prevailing in respect of this contract. ANY BID STATING THAT TAXES ARE EXTRA WILL BE SUMMARILY REJECTED.

Deputy Vice President (Tech)

HLL Lifecare Limited

Infrastructure Development Division

SECTION - II
GENERAL INSTRUCTIONS TO BIDDERS(GIT)
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SECTION - II GENERAL INSTRUCTIONS TO BIDDERS(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) "Tender" means Bids / Quotation / Tender received from a Firm / Bidders / Bidder.
- (iii) "Bidders" means Bidder/ the Individual or Firm submitting Bids / Quotation / Tender
- (iii) "Supplier" means the individual or the firm supplying the goods and services as incorporated in the contract.
- (iv) "Goods" means the articles, material, commodities, furniture, fixtures, raw material, spares, instruments, machinery, equipment, medical equipment,etc. which the supplier is required to supply to the purchaser under the contract.
- (v) "Services" means services allied and incidental to the supply of goods, such as transportation, loading & unloading, commissioning, provision of technical assistance, training, after sales service, maintenance service and other such obligations of the supplier covered under the contract.
- (vi) "Earnest Money Deposit" (EMD) means Bid Security/ monetary or financial guarantee to be furnished by a Bidders along with its tender.
- (vii) "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.
- (viii) "Performance Security" means monetary or financial guarantee to be furnished by the successful Bidders for due performance of the contract placed on it. Performance Security is also known as Security Deposit.
- (ix) "Consignee" means the (Medical College) person to whom the goods are required to be delivered as specified in the Contract.
- (x) "Specification" means the document/standard that prescribes the requirement with which goods or service has to conform.
- (xi) "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.
- (xii) "Day" means calendar day.

1.3 Abbreviations:

- (i) "T E Document" means Tender Enquiry Document
- (ii) "NIT" means Notice Inviting Tenders
- (iii) "GIT" means General Instructions to Bidders
- (iv) "SIT" means Special Instructions to Bidders
- (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) "SSI" means Small Scale Industry
- (xii) "LC" means Letter of Credit
- (xiii) "DP" means Delivery Period
- (xiv) "BG" means Bank Guarantee
- (xv) "ED" means Excise Duty
- (xvi) "CD" means Custom Duty
- (xvii) "VAT" means Value Added Tax
- (xviii) "CENVAT" means Central Value Added Tax
- (xix) "CST" means Central Sales Tax
- (xx) "RR" means Railway Receipt
- (xxi) "BL" means Bill of Lading
- (xxii) "FOB" means Free on Board
- (xxiii) "FCA" means Free Carrier
- (xxiv) "FOR" means Free On Rail
- (xxv) "CIF" means Cost, Insurance and Freight
- (xxvi) "CIP (Destinations)" means Carriage and Insurance Paid up to named port of destination. Additionally the Insurance, local transportation and storage shall be extended and borne by the Supplier from ware house to the consignee site for a period including 3 months beyond date of delivery.
- (xxvii) "DDP" means Delivery Duty Paid named place of destination (consignee site)
- (xxviii) "INCOTERMS" means International Commercial Terms as on the date of Tender Opening

- (xxix) "CMC" means Comprehensive Maintenance Contract
- (xxx) "RT" means Re-Tender.

2. Introduction

- 2.1 The Purchaser has issued these TE documents for purchase of goods and related services as mentioned in Section - V - "List of Requirements", which also indicates, *interalia*, the required delivery schedule, terms and place of delivery.
- 2.2 This section (Section II - "General Instruction to Bidders") provides the relevant information as well as instructions to assist the prospective Bidders 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 Bidder 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 Bidders should read and examine all the terms, conditions, instructions, checklist etc. contained in the TE documents. Failure to provide and/or comply with the required information, instructions etc. incorporated in these TE documents may result in rejection of its tender.

3. Availability of Funds

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

4. Language of Tender

- 4.1 The tender submitted by the Bidders and all subsequent correspondence and documents relating to the tender exchanged between the Bidders 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 Bidders 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 Bidders and all subsequent correspondence and documents relating to the tender exchanged between the Bidders 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 Bidders

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

B. TENDER ENQUIRY DOCUMENTS

8. Content of Tender Enquiry Documents

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

- Section II - General Instructions to Bidders(GIT)
- Section III - General Conditions of Contract (GCC)
- Section IV - Special Conditions of Contract (SCC)
- Section V - List of Requirements
- Section VI - Technical Specifications
- Section VII - Quality Control Requirements
- Section VIII - Qualification Criteria
- Section IX - Tender Form
- Section X - Price Schedules
- Section XI - Check List
- Section XII
- Section XIII - Bank Guarantee Form for Performance Security/CMC Security
- Section XIV - Manufacturer’s Authorisation Form
- Section XV - Contract Form ‘A’
- Section XVI - Contract Form ‘B’
- Section XVII - Proforma of Consignee Receipt Certificate
- Section XVIII- Proforma of Final Acceptance Certificate by the consignee
- Section XIX - Consignee address postponed

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 Bidders are expected to examine all such details etc to proceed further.

9. Amendments to TE documents

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- 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 Bidders, which have received the TE documents and will be binding on them.
 - 9.3 In order to provide reasonable time to the prospective Bidder 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 Bidder requiring any clarification or elucidation on any issue of the TE documents may take up the same with the purchaser in writing. The purchaser will respond in writing to such request provided the same is received by the purchaser not later than fifteen days (unless otherwise specified in the SIT) prior to the prescribed date of submission of tender.

C. PREPARATION OF TENDERS

11. Documents Comprising the Tender

- 11.1 The **Two Tender System**, i.e. "Techno - Commercial Tender" and "Price Tender" prepared by the Bidders shall comprise the following:

A) Techno - Commercial Tender (Un priced Tender)

- i) 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.
- ii) Tender Form as per Section IX (Un priced).
- iii) Documentary evidence, as necessary in terms of clauses 5 and 17 establishing that the Bidder is eligible to submit the tender and, also, qualified to perform the contract if its tender is accepted.
- iv) Bidder/Agent who quotes for goods manufactured by other manufacturer shall furnish Manufacturer's Authorisation Form.
- v) Power of Attorney in favour of signatory of TE documents 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 Bidder conform to the requirement of the TE documents.
- vii) Price Schedule(s) as per Section X filled up with all the details including Make, Model etc. of the goods offered with prices blank (without indicating any prices).
- viii) Certificate of Incorporation in the country of origin.
- ix) Checklist as per Section XI.
- x) Technical data/compliance sheets and pamphlets if any of all equipments

B) Price Tender:

The information given at clause no. 11.1 A) ii) & viii) above should be reproduced with the prices indicated.

N.B.

1. All pages of the Tender should be page numbered and indexed.
2. It is the responsibility of Bidders to go through the TE document to ensure furnishing all required documents in addition to above, if any.

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

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 Bidders supplying indigenous goods or already imported goods shall quote only in Indian Rupees.

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

13 Tender Prices

13.1 The Bidders shall indicate on the Price Schedule provided under Section X 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. If any column does not apply to a Bidders, same should be clarified as "NA" by the Bidders.

13.2 **The Bidders has the option to submit their offer as**

Group A, Each item will be evaluated separately

Group B -Furniture, Group C -General Items - Group D- Consumables

If minimum 3 eligible bidders do not quote for all items, for a particular group, the group items will be regrouped for evaluation as follows. The bids of bidders who quote for more than 60 % of the item will be taken for group evaluation and the items for which all of them quote in common will be grouped for evaluation and the lowest will be selected. For balance of items, the bids of all the eligible bidders will be evaluated item wise individually.

The Bidders shall quote for the complete requirement of goods and services as specified against a particular item.

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- 13.3 The quoted prices for goods from are to be indicated in the applicable Price Schedules attached under Section X.
- 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 sales tax, CST VAT, CENVAT, Custom Duty, Excise Duty etc. already paid or payable on the components and raw material used in the manufacture or assembly of the goods quoted ex-factory etc. or on the previously imported goods of foreign origin quoted ex-showroom etc;
 - b) Any sales or other taxes and any duties including excise duty, which will be payable on the 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 price of CMC, as mentioned in List of Requirements, Technical Specification and Price Schedule.
- 13.5 Additional information and instruction on Duties and Taxes:
- 13.5.1 The price will be taken inclusive of all duties and taxes and no claim for the same will be entertained later.
- 13.5.2 Excise Duty:
- a) Bidders should quote a price inclusive of excise duty. If he desires to be reimbursed for variation, if any, in the excise duty during the time of supply, the Bidders must clearly mention the same and also indicate the rate and quantum of excise duty included in its price.
 - b) Subject to sub clauses 13.5.2 (a) above, any change in excise duty upward/downward as a result of any statutory variation in excise duty taking place within contract terms shall be allowed to the extent of actual quantum of excise duty paid by the supplier. In case of downward revision in excise duty, the actual quantum of reduction of excise duty shall be reimbursed to the purchaser by the supplier. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the supplier.
- 13.5.3 Sales Tax, Service Tax and Works Contract Tax:**

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

13.5.4 Octroi Duty and Local Duties & Taxes:

Normally, goods to be supplied to government departments against government contracts are exempted from levy of 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.

13.5.5 Customs Duty:

The Supplier will pay the Customs duty wherever applicable. The duty shall be specified in the quote and exemption if any will be passed on to the purchaser.

- 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 The need for indication of all such price components by the Bidders, 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 Bidders on any of the terms offered.

The quoted price shall be inclusive of all taxes and duties whether payable by the contractor or to be deducted at source. This shall include those applicable among VAT, Sales Tax, Income Tax, Customs Duty, Excise Duty, Turnover Tax, Service Tax, Work Contract Tax, Octroi, Labour Welfare Cess or any other Taxes and

Duties prevailing in respect of this contract. ANY BID STATING THAT TAXES ARE EXTRA WILL BE SUMMARILY REJECTED.

14. Indian Agent

- 14.1 If a foreign Bidders has engaged an agent in India in connection with its tender, the foreign Bidders, 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.

15. Firm Price

- 15.1 Unless otherwise specified in the SIT, prices quoted by the Bidders shall remain firm and fixed during the currency of the contract and not subject to variation on any account.
- 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 Bidders can quote alternate models meeting the tender specifications of same manufacturer with single EMD.

17 Documents Establishing Bidders's Eligibility and Qualifications

- 17.1 Pursuant to GIT clause 11, the Bidders 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 Bidders's qualifications shall fulfil the following requirements:
- a) in case the Bidders offers to supply goods, which are manufactured by some other firm, the Bidders has been duly authorised by the goods manufacturer to quote for and supply the goods to the purchaser. The Bidders shall submit the manufacturer's authorization letter to this effect as per the standard form provided under Section XIV in this document.
 - b) The Bidders has the required financial, technical and production capability necessary to perform the contract and, further, it meets the qualification criteria incorporated in the Section VIII in these documents.
 - c) in case the Bidders 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 payment of duties, taxes, levies,

clearance of goods, freight, transport, insurance 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.

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

- 18.1 The Bidders 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 Bidders 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 Bidders, the Bidders shall list out the same in a chart form without ambiguity and provide the same along with its tender.
- 18.3 If a Bidders 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 Bidders 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 Bidders's unwarranted conduct as amplified under sub-clause 19.6 below.
- 19.2 The earnest money shall be denominated in Indian Rupees or equivalent currencies as per GIT clause 12. The earnest money shall be furnished in one of the following forms:

Demand Draft/ Fixed Deposit Receipt (FDR)/ Banker's cheque of a scheduled bank issued in favour of HLL Lifecare Limited, Thiruvananthapuram
- 19.3 The demand draft shall be drawn on any scheduled bank in India or scheduled foreign banks in favour of the "HLL Lifecare Limited" payable at Trivandrum.
- 19.4 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.
- 19.5 Unsuccessful Bidders' earnest money will be returned to them without any interest, not later than thirty days after conclusion of the resultant contract. Successful Bidders's earnest money will be returned without any interest, after receipt of performance security from that Bidders.

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- 19.6 Earnest Money is required to protect the purchaser against the risk of the Bidders's conduct, which would warrant the forfeiture of the EMD. Earnest money of a Bidders will be forfeited, if the Bidders 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 Bidders'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.
- 19.7 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 hundred and twenty days) after the date of tender opening prescribed in the TE document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.
- 20.2 In exceptional cases, the Bidders 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 Bidders, 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.
- 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. Signing and Sealing of Tender

- 21.1 The Bidders shall submit their tenders as per the instructions contained in GIT Clause 11.
- 21.2 The tender shall either be typed or written in indelible ink and the same shall be signed by the Bidders or by a person(s) who has been duly authorized to bind the Bidders to the contract. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the tender.
- 21.3 The tender shall be duly signed at the appropriate places as indicated in the TE documents and all other pages of the tender including printed literature, if any shall be initialled by the same person(s) signing the tender. The tender shall not contain any erasure or overwriting, except as necessary to correct any error made by the Bidders and, if there is any such correction; the same shall be initialled by the person(s) signing the tender.
- 21.4 The Bidders is to seal the tender in a separate envelope, duly marking the same as "Techno- commercial tender", and so on and writing the address of the purchaser and the tender reference number on the envelope. The sentence "NOT TO BE OPENED" before _____ (The Bidders is to put the date & time of tender opening) are to be

written on this envelope. The inner envelopes are then to be put in a bigger outer envelope, which will also be duly sealed, marked etc. as above. If the outer envelope is not sealed and marked properly as above, the purchaser will not assume any responsibility for its misplacement, premature opening, late opening etc.

- 21.5 For all items except general item and consumables, the two bid system will be followed. The first part '**Techno - Commercial Tender**', shall consist of EMD as well as documents to satisfy eligibility criteria along with signed copy of technical bid and Pre bid minutes. and the second part '**Price Tender**' as specified in clause 11 of GIT. Bidders shall seal '**Techno - Commercial Tender**' and '**Price Tender**' separately and covers will be suitably super scribed. Both these sealed covers shall be put in a bigger cover and sealed and procedure prescribed in Paras 21.1 to 21.4 followed.

For General Items & consumables price bid and documents required as per the eligibility criteria shall be in a single envelope duly super scribed with name of tender.

The name of the Equipments Quoted in a Group should be super scribed in the envelope.

D. SUBMISSION OF TENDERS

22. Submission of Tenders

- 22.1 Tenders shall be submitted to **DVP(Tech)** or his nominee at **HLL Lifecare Limited, Infrastructure Development Division, 'Adarsh', TC 6/1718, Vettamukku, Thirumala P.O., Trivandrum - 695006** on before 11.07.2014 at 02.00 pm. The Bidders must ensure that they deposit their tenders not later than the closing time and date specified for submission of tenders. It is the responsibility of the Bidders to ensure that their Tenders whether sent by post or by courier or by person, by the specified clearing date and time. In the event of the specified date for submission of tender falls on / is subsequently declared a holiday or closed day for the purchaser, the tenders will be received up to the appointed time on the next working day.

23. Late Tender

- 23.1 A tender, which is received after the specified date and time for receipt of tenders will be treated as "late" tender and will be returned to the concerned Bidders in unopened condition.

24. Alteration and Withdrawal of Tender

- 24.1 The Bidders, after submitting its tender, is permitted to withdraw/alter/modify its tender so long as such withdrawal/alterations/modifications are received duly signed, sealed and marked like the original tender, within the deadline for submission of tenders. Alterations / modifications to tenders received after the prescribed deadline will not be considered.
- 24.2 No tender should be withdrawn after the deadline for submission of tender and before expiry of the tender validity period. If a Bidders withdraws the tender during this

period, it will result in forfeiture of the earnest money furnished by the Bidders in its tender.

E. TENDER OPENING

25. Opening of Tenders

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

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

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

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 Bidders' names and addresses.

25.3 Two - Tender system as mentioned in para 21.6 above will be as follows. The **Techno - Commercial Tenders** are to be opened in the first instance, at the prescribed time and date as indicated in NIT. These Tenders shall be scrutinized and evaluated by the competent committee/ authority with reference to parameters prescribed in the TE document. During the Techno - Commercial Tender opening, the tender opening official(s) will read the salient features of the tenders like brief description of the goods offered, delivery period, Earnest Money Deposit and any other special features of the tenders, as deemed fit by the tender opening official(s). Thereafter, in the second stage, the Price Tenders of only the Techno - Commercially acceptable offers (as decided in the first stage) shall be opened for further scrutiny and evaluation on a date notified after the evaluation of the Techno - Commercial tender. 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 Bidders in their tenders. No new condition will be brought in while scrutinizing and evaluating the tenders. For evaluating the Techno commercial bid, the purchaser may at its discretion call for demonstration/ presentation/ samples etc at Trivandrum.

27. Responsiveness

- 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 have been properly signed stamped 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 substantial responsiveness of each Tender to the TE Document. For purposes of these clauses, a substantially responsive Tender is one, which conforms to 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 (GCC Clause 5), Warranty (GCC Clause 15), EMD (GIT Clause 19), Taxes & Duties (GCC Clause 20), Force Majeure (GCC Clause 26) and Applicable law (GCC Clause 31) 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 If a Tender is not substantially responsive, it will be rejected by the Purchaser and cannot subsequently be made responsive by the Bidders by correction of the nonconformity.
- 27.4 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 they meet the basic requirements, are liable to be treated as non - responsive and will be summarily ignored.
- 27.5 The following are some of the important aspects, for which a tender shall be declared non - responsive and will be summarily ignored;
- (i) Tender form as per Section IX (signed and stamped) not enclosed
 - (ii) Tender is unsigned.
 - (iii) Tender validity is shorter than the required period.
 - (iv) Required EMD (Amount, validity etc.)/ Exemption documents have not been provided.
 - (v) Bidders has quoted for goods manufactured by other manufacturer(s) without the required Manufacturer's Authorisation Form as per Section XIII.
 - (vi) Bidders has not agreed to give the required performance security.
 - (vii) Goods offered are not meeting the tender enquiry specification.
 - (viii) Bidders has not agreed to other essential condition(s) specially incorporated in the tender enquiry like terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law.
 - (ix) Poor/ unsatisfactory past performance.
 - (x) Bidders who stand deregistered/banned/blacklisted by any Govt. Authorities.
 - (xi) Bidders is not eligible as per GIT Clauses 5.1 & 17.1.

28. Minor Infirmary/Irregularity/Non-Conformity

- 28.1 If during the preliminary examination, the purchaser find any minor infirmity 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 Bidders. Wherever necessary, the purchaser will convey its observation on such 'minor' issues to the Bidders by

registered/speed post/Courier etc. asking the Bidders to respond by a specified date. If the Bidders 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.

29 Discrepancies in Prices

- 29.1 If, in the price structure quoted by a Bidders, 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 Bidders 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 Bidders by registered/speed post/Courier. If the Bidders does not agree to the observation of the purchaser, the tender is liable to be ignored.

30. Qualification Criteria

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

31. Tender currency (Indian Rupees)

- 31.1 The TE document permits the Bidders to quote their prices in Indian Rupees only and should be inclusive of all taxes and duties, **failing which the tender is likely to be rejected.**

32. Item-wise Evaluation

The List of Requirements contains more than one item; the responsive tenders will be evaluated and compared separately for each item. However, as already mentioned in GIT sub clause 13.2.

Group A, Each item will be evaluated separately.

Group B -Furniture, Group C- Consumables

If minimum 3 eligible bidders do not quote for all item, for a particular supplier, the group items will be regrouped for evaluation as follows. The bids of bidders who quote for more than 60 % of the item will be taken for group evaluation and from these bidders, the items for which all of items quote in common will be grouped for evaluation and the lowest will be selected.

For balance of item, the bids of all the eligible bidders will be evaluated for balance of item individually

The Bidders shall quote for the complete requirement of goods and services as specified against a particular item.

33. Comparison of Tenders

- 33.1 Unless mentioned otherwise in Section - III - Special Instructions to Bidders and Section - VI - Technical specification, the comparison of the responsive tenders shall be carried out on Delivery Duty Paid (DDP) consignee site basis. The quoted CMC prices will also be added for comparison/ranking purpose for evaluation.

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

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

In the case of goods manufactured in India or goods of foreign origin already located in India, sales tax & other similar taxes and excise duty & other similar duties, Customs Duties, Service Tax, Works Contract Tax etc which will be contractually payable by the Bidders

- 34.2 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. Bidders's capability to perform the contract

- 35.1 The purchaser, through the above process of tender scrutiny and tender evaluation will determine to its satisfaction whether the Bidders, 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 item in the List of Requirements, then, such determination will be made separately for each item.
- 35.2 The above-mentioned determination will, inter alia, take into account the Bidders' 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 Bidders in its tender as well as such other allied information as deemed appropriate by the purchaser.

36. Contacting the Purchaser

- 36.1 From the time of submission of tender to the time of awarding the contract, if a Bidders needs to contact the purchaser for any reason relating to this tender enquiry and / or its tender, it should do so only in writing.
- 36.2 In case a Bidders attempts to influence the purchaser in the purchaser's decision on scrutiny, comparison & evaluation of tenders and awarding the contract, the tender of the Bidders shall be liable for rejection in addition to appropriate administrative actions being taken against that Bidders, as deemed fit by the purchaser.

G. AWARD OF CONTRACT

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

37.1 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 Bidders or Bidders.

38. Award Criteria

38.1 Subject to GIT clause 38 above, the contract will be awarded to the lowest evaluated responsive Bidders decided by the purchaser as follows :
Only those bidders who qualify at the techno- commercial stage will be considered for opening of price bids.

Total Price = Price of the quoted items as per technical specification (Additionally, Rate for 5 years CMC after warranty period with one year wise split up shall be quoted separately and if it's CMC provide other consumable / accessories list separately. Failing to the same, the bidder is liable to be rejected) for evaluation purpose the price of CMC will not be considered.

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

39.1 At the time of awarding the contract, the purchaser reserves the right to increase or decrease by up to twenty five (25) per cent, the quantity of goods and services mentioned in the schedule (s) in the "List of Requirements" (rounded off to next whole number) without any change in the unit price and other terms & conditions quoted by the Bidders. However, if already indicated in this TE document, the purchaser can vary the quantity as indicated without applying the above limit.

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

40. Notification of Award

40.1 Before expiry of the tender validity period, the purchaser will notify the successful Bidders(s) in writing, by registered / speed post or by fax/ email (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 there in the essential details like description, specification and quantity of the goods & services and corresponding prices accepted. The successful Bidders 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 forfeited and the award will be cancelled. Relevant details about the performance security have been provided under GCC Clause 5 under Section IV.

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

41. Issue of Contract

- 41.1 Promptly after notification of award, the Purchaser/Consignee will mail the contract form (as per Section XIV and XV), in duplicate, to the successful Bidders
- 41.2 Within twenty one days from the date of the contract, the successful Bidders shall return the original copy of the contract, duly signed and dated, to the Purchaser/Consignee by registered / speed post.

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

- 42.1 Failure of the successful Bidders in providing performance security and / or returning contract copy duly signed in terms of GIT clauses 41 and 42 above shall make the Bidders 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.

43. Return of E M D

- 43.1 The earnest money of the unsuccessful Bidders will be returned to them without any interest, whatsoever, in terms of GIT Clause 19.6.

44. Publication of Tender Result

- 44.1 The successful Bidders(s) receiving the contract(s) will be informed through telephone/web site of the purchaser.

45. Corrupt or Fraudulent Practices

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

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

- (i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Bidders(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 Bidders recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

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

SECTION - III
GENERAL CONDITIONS OF CONTRACT (GCC)
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SECTION - III
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, trademarks etc. being made against the purchaser, the purchaser shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to the purchaser.

4. 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.
- 5.2 The Performance security shall be denominated in Indian Rupees
- a) It shall be in any one of the forms namely 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 consignee/government 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.
- 5.4 In the event of any amendment issued to the contract, the supplier shall, within twenty-one (21) 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 CMC as required by the consignee as per the 'Contract Form - B' in Section XVI with Medical College, 1 year 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 Medical College 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 VI and VII 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 including transshipment (if any), rough handling, open storage etc. without any 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

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- 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 Quality Control Requirements under Sections VI and VII and in SCC under Section IV. 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 Quality Control Requirements under Sections VI and VII and in SCC under Section IV, 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, 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.
- 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.
- 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 If required by the purchaser, Principal/ Foreign supplier shall also have the equipment inspected by recognised/ reputed agency like SGS, Lloyd or equivalent (acceptable to the purchaser) prior to despatch at the supplier's cost and furnish necessary certificate from the said agency in support of their claim.
- 8.9 For details of final inspection please refer section IV, special conditions of Contract.

9. Terms of Delivery

The consignee shall be the Medical College.

Goods shall be delivered by the supplier in accordance with the terms of delivery as follows:

- a) The goods shall be supplied, unpacked, and installed and commissioned at Medical College within 2 months of receipt of order. All costs including insurance, loading, unloading etc shall be borne by the supplier.

10. Transportation of Goods

The supplier shall at their own expenses, arrange transport (including air/sea/land), of goods up to the consignee address (Medical College). Loading/Unloading charges if any has to be borne by the supplier.

11. Insurance:

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

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- i) In case of supply of domestic goods on Consignee (Medical College) 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. The insurance cover shall be obtained by the Supplier and should be valid till testing and commissioning and handing over of the equipment.

If the equipment is not commissioned and handed over to the consignee within stipulated period, the insurance will be got extended by the supplier at their cost till the successful testing, commissioning and handing over of the goods to the consignee. In case the delay in the 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 actual 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:

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

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 - IV), List of equipments (Section - V) and the Technical Specification (Section - VI), the supplier shall be required to perform the following services.

- i) Commissioning, Supervision and Demonstration of the goods
- ii) Providing required jigs and tools for assembly, minor civil, electrical and networking works required for the completion of the work
- iii) Training of Consignee's Doctors, Staff, operators etc. For operating and maintaining the goods
- iv) Supplying required number of operation & maintenance / service 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) 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) Certificate of origin;
- (vi) Insurance Certificate as per GCC Clause 11.
- (vii) Manufacturers/Supplier's warranty certificate & In-house inspection certificate.

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 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 The **warranty** shall remain valid

a. As per the tabular column below

followed by a CMC for a period of **5 years** for all the equipments 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.CMC price should be quoted separately year wise after warranty.

b. No conditional warranty like mishandling, manufacturing defects etc. will be acceptable.

SN	Name of the equipment	QTY	WARRANTY	CMC
1	Automatic Blood Gas Analyzer	1	2 years	YES
2	Flexible Fiberoptic Bronchoscope	1	2 years	YES
3	Syringe Pump	40	2 years	YES
4	Portable X ray Machine	1	2 years	YES
5	Fluid Warmer	8	2 years	YES
6	Patient warmer	8	2 years	YES
7	Plasma Aphresis Machine	1	2 years	YES
8	External pacemaker	1	2 years	YES
9	Examination lamp-for minor surgical procedures	2	2 years	YES
10	Needle destroyer	10	1 year	NO
11	Nebulizer diaphragm type	20	NIL	NO
12	Weighing Machine-Digital	10	1 year	NO
13	Table top autoclave-Low end	10	2 years	YES
14	X ray viewing panel	10	1 year	NO
FURNITURES				
1A	ICU cot with mattress	45	2 years	NO
1B	Overbed Table	30	2 years	NO
2	Shoe Rack	12	1 year	NO
GENERAL ITEMS				
1	Refrigerator	16	1 year	NO
2	Vacuum Cleaner	4	1 year	NO
3	Computer	14	1 year	NO
4	Torch	10	NIL	NO
5	Emergency lamp	8	1 year	NO
6	Waste Bin-Plasic	70	NIL	NO
CONSUMABLE ITEMS				
1	Pressure Infusor bags	10	NIL	NO

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- 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
- 15.4 Upon receipt of such notice, the supplier shall, within 8 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 twenty four (24) months from the date such rectified / replaced goods starts functioning to the satisfaction of the purchaser.
- 15.6 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 acceptance for preventive maintenance of the goods
- 15.7 The Purchaser/Consignee reserve the rights to enter into Annual Comprehensive Maintenance Contract between Consignee and the Supplier after the completion of warranty period.
- 15.8 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 acceptance and handing over.
- 15.9 The Supplier along with its Indian Agent and the CMC Provider shall always accord most favoured client status to the Purchaser vis-à-vis its other Clients/Purchasers of its equipments/machines/goods etc. and shall always give the most competitive price for its machines/equipments supplied to the Purchaser/Consignee.

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 in writing 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.

21. Terms and Mode of Payment

21.1 Payment Terms

The bill shall be marked to "Govt Medical College Thrissur" account to HLL Lifecare Ltd, Infrastructure development division , Trivandrum. The bill may be sent to the HLL Lifecare address.

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.

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:

75 % payment of the contract price shall be paid on receipt of goods in good condition and upon the submission of the following documents:

- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Consignee Receipt Certificate as per 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 HLL.
- (v) Certificate of origin.

b) On Acceptance:

Balance 25 % payment would be made after satisfactory completion against 'Final Acceptance Certificate' of goods/equipments to be issued by the consignees and endorsed by HLL subject to recoveries, if any, either on account of non-rectification of defects/deficiencies not attended by the Supplier or otherwise.

Payment for CMC contract Charges:

- 21.1 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 bases 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.
- 21.5 The payment shall be made in Indian Rupees.
- 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.

22. Delay in the supplier's performance

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- 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.
- 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, inter alia 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, excise duty, sales tax/ VAT, Service Tax and Works Contract Tax or on account of any other tax or duty which may be levied in respect of the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.
 - (c) But nevertheless, the Purchaser/Consignee shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty, excise duty, sales tax/ VAT, Service Tax and Works Contract Tax or any other duty or tax or levy or on account of any other grounds, which takes place after the expiry of the date of delivery stipulated in the contract.
- 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.

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.

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 may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the supplier shall be liable to the Purchaser/Consignee for the extra expenditure, if any, incurred by the Purchaser/Consignee for arranging such procurement.

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

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- 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 (Medical College) 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.

30.2 If the party fail to resolve their dispute or difference by such mutual consultations within twenty one days of its occurrence the same shall be referred by the purchaser to the sole arbitration of an Officer, decided by HLL . In the event of the Arbitrator neglecting or refusing to act or resigning or being unable to act for any reason, or his award being set aside by the court for any reason, it shall be lawful for the purchaser to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid.

30.3 It is further a term of contract that no person other than the person appointed by the purchaser as aforesaid should act as arbitrator and that, if for any reason that is not possible, the matter is not to be referred to Arbitration at all.

30.4 The arbitrator may from time to time with the consent of all parties to the contract enlarge the time for making the award.

30.5 Upon every and any such reference, the assessment of the costs incidental to the reference and award respectively shall be in the discretion of the arbitrator.

30.6 Subject as foresaid the Arbitration Act amended up to date and the rules there under and any statutory modification thereof for the time being in force shall be deemed to apply to the Arbitration proceedings under this clause.

30.7 The arbitrator shall be requested to give reasoned award.

30.8 The venue of arbitration shall be the place from which formal Acceptance of Tender is issued or such other place as the purchaser at his discretion may determine.

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. General/ Miscellaneous Clauses

- 32.1 Nothing contained in this Contract shall be constructed as establishing or creating between the parties, i.e. the Supplier/its Indian Agent/CMC Provider on the one side and the Purchaser on the other side, a relationship of master and servant or principal and agent.
- 32.2 Any failure on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- 32.3 The Supplier shall notify the Purchaser/Consignee /the Government of India of any material change would impact on performance of its obligations under this Contract.
- 32.4 Each member/constituent of the Supplier/its Indian Agent/CMC Provider, in case of consortium shall be **jointly and severally liable** to and responsible for all obligations towards the Purchaser/Consignee/Government for performance of contract/services including that of its Associates/Sub Contractors under the Contract.
- 32.5 The Supplier/its Indian Agent/CMC Provider shall at all times, indemnify and keep indemnified the Purchaser/Government of India against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under CMC or the Contract.
- 32.6 The Supplier/its Agent/CMC Provider shall, at all times, indemnify and keep indemnified the Purchaser/Consignee/Government of India against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the supplier/its associate/affiliate etc.
- 32.7 All claims regarding indemnity shall survive the termination or expiry of the contract

**SECTION -IV
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.

**SECTION - V
LIST OF REQUIREMENTS**

Name of the work	Estimated cost (Rs)	EMD
Supply of Supply of Medical Equipments, Furniture and General items for the setting up of emergency and critical care department at Thrissur medical college	Rs 1,10,33,100/-	Refer page 5-6

Part II: Required Delivery Schedule: 2 Months from the date of issue of LOA

Note: The Purchaser/Consignee reserves the right to extend the delivery period up to one year from the date of LOA at its discretion.

Part III: Scope of Incidental Services:

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

Part IV:

Comprehensive Maintenance Contract (CMC) as per details in GCC.

Part V:

Required Terms of Delivery and Destination.

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.

Destination/Consignee details are given in Section XXI

SECTION-VI
Technical specification

SPECIFICATION OF EQUIPMENT	
1	AUTOMATIC BLOOD GAS ANALYSER
1	Technical Specifications
1.1	Should be fully automatic, fast, precise blood gas analyzer
1.2	Measured parameters should include: pH, PCO ₂ , pO ₂ etc
1.3	Calculated parameters should include: Std. pH, pCO ₂ , pO ₂ , CH ₊ , HCO ₃ , Std.HCO ₃ , O ₂ Sat, BEX, BE _{ecf} , BB, O ₂ content, TCO ₂ , all at patient's temperature
1.4	Sample size should be not more than 100 ul
1.5	Should have throughput: of 30 samples per hour
1.6	Readout time should be less than 1 min
1.7	Printer should be in-built with preferably non-thermal paper
1.8	Calibration should be automatic in cycle system
1.9	Should have digital display on the screen
1.10	Should have maintenance free electrodes with shelf life not less than 1 year
1.11	Should have memory: of more than 100 patients memory
2	System Configuration Accessories, spares and consumables
2.1	Startup Kit, Calibrators and Consumables required for performing initial 500 tests should be supplied free of cost in a staggered manner
2.2	Suitable rated online UPS with 30 minutes back up.
2.3	Should be supplied with all standard accessories and consumables required for standardization of the product.
3	Standards, Safety and Training
3.1	Munufacurer should have ISO 13485 certification and the copy should be submitted along with the technical bid.
3.2	Product should be US FDA/ European CE approved and the copy should be submitted along with the technical bid.
3.3	Training should be provided for all users and engineer for operating equipment and trouble free maintenance
4	Documentation
4.1	Two numbers of complete User/Technical/Maintenance manuals to be supplied in English .

4.2	Certificate of calibration and inspection from factory to be supplied during delivery of the equipment.
4.3	Warranty & CMC as per tender terms.
4.4	Must submit atleast 3 user list and performance report within last 5 years from major hospitals.
4.5	Must submit atleast two latest purchase order of the quoted model from reputed hospitals/institution along with the price bid .
2	FLEXIBLE FIBEROPTIC BRONCHOSCOPE
1	Technical Specification
1.1	The Flexible Fiberoptic Bronchoscope should be supplied complete with video processing system, light source and trolley.
1.2	Should be light weight, high resolution bronchoscope with light cable.
1.3	Field of view 120 degrees or more
1.4	Depth of field 3mm to 50 mm or better
1.5	Distal end dia 5 mm approx. (Should allow 6.5mm endotracheal tube to be mounted easily)
1.6	Bending range UP 180 degree or DOWN 130 degree.
1.7	Working length 600 mm \pm 10
1.8	Channel dia 2 mm or more.
1.9	Autoclavable suction valve to avoid risk of cross contamination.
1.10	Telescopic eyepiece for direct compatibility to CCTV system
1.11	Bending mechanism knob without lock.
1.12	Fully immersible in disinfectant solution
1.13	Leak testing facility with automatic & pressure regulated air feeding (nonpressure gauge system preferable)
1.15	Halogen Light Source:
	a. It should be compact and light weight around 5-6 kg or less for easier transportability.
	b. Should have 150 Watts halogen lamp with standby lamp option. Additional 4 nos. bulbs to be included.
	c. Should be compatible with flexible endoscope.
1.16	Video Processing System
	a. Fully immersible camera head and cable assembly
	b. Video processing camera.
	c. 1/4 inches CCD (Closed circuit display) with 10 bit digital signal processing.
	d. In built filter for compatibility with fiberoptic endoscopies
	e. Resolution: 470 horizontal lines approx.
	f. Signal to Noise Ratio > 50 dB.

	g. Rotatable and detachable coupler(adaptor) with focussing facility. Video output Y/C and composite.
	h. Software and hardware for recording Live and Still images
	i) Automatic white balance function
1.17	Monitor
	Should be a 14 /16 inches LCD TFT medical grade monitor
	Should have provision for accepting RGB, S-video and composite video signal.
	Should have minimum 1Kx1K resolution.
	Should have wide viewing angle.
	Should work with input 200 to 240Vac 50 Hz supply
2	System Configuration Accessories, spares and consumables
2.1	Flexible Fiberoptic Bronchoscope- 01
2.2	Video processor- 01
2.2	Light Source, Halogen -01
2.3	Mobile Plastic Operating cart- 01
2.4	Spare Halogen Bulbs- 04
2.5	Reusable and autoclavable biopsy forceps- 2 nos
2.6	Cleaning/ maintenance kit including container for disinfectant solution- 1 set
2.7	Brush Biopsy (Protected)- 50 pieces.
2.8	Foreign body forceps basket type- 2 nos.
3	Power Supply
3.1	Power input to be 220-240VAC, 50Hz
4	Standards, Safety and Training
4.1	Manufacturer should have ISO 13485 certification for quality standards and copy of the certificate should be submitted along with the technical bid.
4.2	The quoted model should have European CE/US FDA certification and copy of the certificate should be submitted along with the technical bid.
4.3	Comprehensive training should be given for staffs and engineers till familiar with the system.
4.4	Should have local service facility .The service provider should have the necessary equipments recommended by the manufacturer to carry out preventive maintenance test as per guidelines provided in the service/ maintenance manual.
5	Documentation
5.1	Two numbers of Complete User/Technical/Maintenance manuals to be supplied in English (Soft copy & Hard copy).

5.2	Must submit atleast 2 nos of latest purchase order of the quoted model dated within 1 year along with the price bid .
5.3	Must submit atleast 3 user list and performance report within last 5 years from reputed clients.
3	SYRINGE PUMP
1	Technical Specifications
1.1	The syringe pump should be programmable, user friendly, safe to use and should have battery back up and comprehensive alarm system.
1.2	Flow rate should be programmable from 0.1 to 999.9 ml/hr for 50 ml syringe. Should save last infusion rate even when the AC power is switched OFF.
1.3	Bolus rate should be programmable to 1000 ml/hr or more with infused volume display. Reminder audio after every 0.5 ml delivered bolus. Should save last Bolus rate even when the AC power is switched OFF.
1.4	Display of Drug Name with a provision of memorizing more than 25 names by the operator
1.5	Keep Vein Open (KVO) must be available 1.0 ml/hr or set rate if lower than 1.0 ml. User should have choice to disable KVO whenever desired.
1.6	Selectable Occlusion pressure trigger levels selectable from 300/500/900 mmHg
1.7	Must Work on commonly available ISI/CE/FDA APPROVED/CERTIFIED 20, 50/60 ml Syringes with accuracy of minimum of +/-2% or better.
1.8	Should have automatic detection of syringe size & proper fixing. Must provide alarm for wrong loading of syringe such as flanges out of slot; disengaged plunger, unsecured barrel etc.
1.9	Anti bolus system to reduce pressure on sudden release of occlusion
1.10	Should have comprehensive alarm package including: Occlusion limit exceed alarm, syringe empty alarm, Volume infused alarm, Low battery alarm, AC power failure alarm , Drive disengaged and preventive maintenace alarm
1.11	Rechargeable Battery having at least 3 hours backup for about 5ml/hr flow rate with 50ml syringes.
2	System configuration Accessories,spares and consumables
2.1	System as specified
2.2	Mounting device on IV pole.- 01
3	Power Supply
3.1	Power input to be 220-240VAC, 50Hz fitted with Indian plug

4	Standards, Safety and Training
4.1	Should have the ISO 13485 certification and the copy of the same should be enclosed along with the technical bid.
4.2	The quoted model should have US FDA/ European CE certificate and copy of the same should be enclosed along with the technical bid.
5	Documentation
5.1	Two numbers of Complete User/Technical/Maintenance manuals to be supplied in English.
5.2	Certificate of calibration and inspection from factory.
5.3	Warranty & CMC as per tender terms.
5.4	Must submit atleast 3 user list and performance report within last 5 years from major hospitals.
5.5	Must submit atleast 2 nos of latest purchase order of the quoted model dated within 1 year along with the price bid .
4	PORTABLE X RAY
1	Operational requirements
1.1	Should be compact, lightweight, easily transportable mobile radiographic unit suitable for bedside x-rays.
1.2	The unit must have an effective braking system for parking and transport. The tube stand must be fully counterbalanced with rotation in all directions
1.3	Exposures with remote control should be available.
1.4	The unit must have cassette storage facility for all size of cassettes
2	Technical Specification
2.1	The Generator:
a	Should be microprocessor controlled high frequency, output 10 KW or above.
b	It should have a digital display of mAs and kV.
c	KV range should be 40kV to 90kV
d	mA range should be 100 mA or more
2.2	X-Ray Tube
a	Rotating anode with at least 3000 rpm and focal spot size should be 1 mm. or less.
b	Light Beam Collimator of multi leaf type with auto cut off switch
c	The exposure release switch should be detachable with a cord of sufficient length as per ICRP recommendation
d	X ray tube should be from Toshiba/Varian /Equivalent tube
3	Standards, Safety and Training

3.1	Should be AERB type approved product and comply with AERB Guidelines for radiation leakage and X-Ray equipments. Copy of the type approval should be attached along with the technical bid.
3.2	Should be US FDA or European CE approved product
3.3	Calibration/ Acceptance test certificate from the factory required.
3.4	Manufacturer/Supplier should have ISO certification for quality standards.
3.5	Warranty and CMC as per tender conditions
4	Documentation
4.1	User Manual in English
4.2	Service manual in English
4.3	Must submit atleast 3 user list and performance report within last 5 years from major hospitals.
4.4	List of important spare parts and accessories with their part number and costing.
4.3	Must submit atleast 2 nos of latest purchase order of the quoted model dated within 1 year along with the price bid .
5	FLUID WARMER
1	Technical Specification
1.1	Should be micro processor controlled Infusion Warmer system.
1.2	Should be inline heating system without use of any water of dedicated IV set
1.3	The system should work with regular IV sets.
1.4	Flow Rates should be KVO to 30,000ml/hr
1.5	Should have Temperature Selection facility preferable from 37 to 43 deg
1.6	There should be no loss of heat during delivery of fluid/Blood once warmed for delivery up to patient access point.
1.7	Should be mountable to standard IV pole.
1.8	Should have digital temperature display
1.9	Should be easy to use and to clean
1.1	Should have low-high temperature alarm
1.11	5 disposable warming sets should be supplied along with each machine.
2	Power Supply
2.1	Power input to be 220-240VAC, 50Hz
3	Standards, Safety and Training
3.1	Should have the ISO certification and the copy of the same should be enclosed along with the technical bid.

3.2	The quoted model should have US FDA/CE certificate and copy of the same should be enclosed along with the technical bid.
4	Documentation
4.1	Two numbers of Complete User/Technical/Maintenance manuals to be supplied in English (Soft copy & Hard copy).
4.2	Certificate of calibration and inspection from factory.
4.3	List of important spare parts and accessories with their part number and costing should be quoted.
4.4	Warranty & CMC as per tender terms.
4.5	Must submit atleast 3 user list and performance report within last 5 years from major hospitals. Copy of the same should be enclosed along with the technical bid.
4.6	Must submit atleast 2 nos of latest purchase order of the quoted model dated within 1 year along with the price bid.
6	PATIENT WARMER
1	Technical specifications
1.1	Should have precise digital temperature control with selectable range of 37degree celsius to 42 degree Celsius
1.2	Control panel should display intended and actual temperatures.
1.3	Control unit should regulate warmth to every area of quilt by use of Carbon Fibres.
1.4	Quilt should have non antibacterial , coating , blood and fluid resistant covers which is washable,autoclavable,and replaceable
1.5	Should have safety features such as precise temperature control, automatic check and auto stop on detecting any problems
1.6	Control unit should be light weight and small in size.
1.7	Should have noiseless operation.
1.8	Should operate on 220-240 volts AC.
1.9	Should have standard accessories.
2	Standards, Safety and Training
2.1	Manufacturer should have ISO certification for quality standards and copy of the certificate should be submitted along with the technical bid.
2.2	Comprehensive training should be given for staffs and engineers till familiar with the system.
3	Documentation
3.1	Must submit atleast 2 nos of latest purchase order of the quoted model dated within 1 year along with the price bid .
7	PLASMA APHRESIS MACHINE
1	Description of Function

1.1	Apheresis is a medical technology in which the blood of a donor & patient is passed through an Apheresis Machine that separates out one particular constituent and returns the remainder to the circulation.
1.2	The Apheresis Machine should have facility for all blood component collection including peripheral blood stem cells with both single & double access platelet pheresis & also therapeutic plasmapheresis red cell pheresis.
2	Operational Requirements
2.1	Fully automatic, Microprocessor controlled with access operator control panel such as touch screen.
2.2	Should perform both single and double access Apheresis
3	Technical Specifications
3.1	It should be based on continuous flow technology during both double & single needle access to minimize procedure time & increase the efficiency.
3.2	Equipments should ensure all donor safety parameters before starting the procedure and at all time during operation.
3.3	Capable of priming with normal Saline and or mixture of Normal Saline and ACD
3.4	In - built cuff pressure and prompt grip for donor comfort and adequate blood flow.
3.5	It should have auto cuff mechanism for automatic inflation & deflation.
3.6	Facility to use platelets additive solution and / or normal Saline for re-suspension and storage fluid in place of plasma
3.7	Advance help menu should be available at any time during alarm conditions
3.8	Lower extra corporeal volume, less than 200 ml in case of both single and double needle apheresis
3.9	Yield estimator to help decide yield, volume to be processed and suggested storage fluid and should have optical sensor at PRP line for online monitoring of component collection against the desired yield.
3.1	Capable of downloading or printing full procedure report any time after procedure.
3.11	Capable to connect bar code reader
3.12	Should have rechargeable battery to store data and restart in case of power failure.
3.13	Continuous monitoring of collection to avoid any contamination through Interface detector.

3.14	Inlet and return flow rates up to 100ml/min
3.15	Should have fluid leak detector for donor safety
3.16	In case of inlet line occlusion, machine should be able to re-start automatically.
3.17	Should have provision for saline re-infusion to donor.
3.18	Should be able to regulate ACD delivery, should not have bolus return of blood to ensure reduce citrate reactions.
3.19	Should have automatic door lock for centrifuge during the procedure.
3.2	Lockable castors/ wheels for mobility.
4	System Configuration Accessories, spares and consumables
4.1	System as specified-
4.2	Blood Donor Couch (electrically operated)-01
4.3	50 disposables kits should be provided with equipment
4.4	Consumables should be available for atleast 5 years after the sale of machine.
4.5	All consumables required for installation and standardization of system to be given free of cost.
5	Power Supply
5.1	Power input :220-240V/ 50 Hz AC
5.2	Suitable UPS with maintenance free batteries for minimum one-hour back-up should be supplied with the system.
6	Standards, Safety and Training
6.1	The quoted model should have FDA or CE certificate and copy of the same should be enclosed along with the technical bid.
6.2	Should have the ISO certification and the copy of the same should be enclosed along with the technical bid.
6.3	Should have local service facility .The service provider should have the necessary equipments recommended by the manufacturer to carry out preventive maintenance test as per guidelines provided in the service/maintenance manual.
6.4	Back to back warranty to be taken by the supplier from the principal to supply spares for a minimum period 10 years.
7	Documentation

7.1	Two numbers of Complete User/Technical/Maintenance manuals to be supplied in English (Soft copy & Hard copy). The manual should indicate complete functional and circuit diagram.
7.2	Certificate of calibration and inspection from factory.
7.3	List of Equipments available for providing calibration and routine maintenance support as per manufacturer documentation in service / technical manual.
7.4	List of important spare parts and accessories with their part number and costing should be quoted.
7.5	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.
8	EXTERNAL PACEMAKER
1	Technical Specifications
1.1	Should be able to use for asynchronous and synchronous modes
1.2	Should be a dual chamber model
1.3	Base pacing rate should be 30-200 ppm
1.4	Modes : DDD,DOO,DDI,DVI,AAI,AOO,VVI,VOO
1.5	Output amplitude for atrial should be 0.1 to 20 mA and Ventricular should be 0.1 to 25 mA
1.6	AV interval should be 20 to 300 ms
1.7	Atricular sensitivity should be 0.4 to 10 Mv
1.8	Ventricular sensitivity should be 0.8 to 20 mV
1.9	Should work with 9V alkaline or lithium battery
1.1	Should be supplied with all standard accessories at free of cost
2	Standards, Safety and Training
2.1	Should have the ISO certification and the copy of the same should be enclosed along with the technical bid.
2.2	The quoted model should have FDA/CE/BIS certificate and copy of the same should be enclosed along with the technical bid.
3	Documentation
3.1	Two numbers of complete User/Technical/Maintenance manuals to be supplied in English .
3.2	Certificate of calibration and inspection from factory to be supplied during delivery of the equipment.
3.3	Warranty & CMC as per tender terms.
3.4	Must submit atleast 3 user list and performance report within last 5 years from major hospitals.
3.5	Must submit atleast 2 nos of latest purchase order of the quoted model dated within 1 year along with the price bid .

9	EXAMINATION LAMP FOR MINOR SURGICAL PROCEDURES
1	Technical Specifications
1.1	Should be a mobile examination lamp suitable for minor procedures .
1.2	Should be mobile on 5 pronged molded base with swivel castors
1.3	Lux output should be 30,000 lux or better
1.4	Should be halogen bulb type having rating 12V, 100W approx
1.5	Intensity control : Fixed control
1.6	Focus control : Fixed Focus
1.7	Dome tilt facility should be available.
1.8	Should have spring balance arm with lock handle for vertical movements
1.9	Should have aluminium anodised parabolic reflector
1.10	Each unit should have halogen lamp of average life of 500 hours
2	System Configuration Accessories, spares and consumables
2.1	5 nos of spare bulbs should provided
3	Standards, Safety and Training
3.1	Manufacturer should have ISO certification
4	Documentation
4.1	User/ Technical manual in English should be supplied.
4.3	Warranty & CMC as per tender terms.
4.4	Must submit atleast 3 user list and performance report within last 5 years from major hospitals.
10	NEEDLE DESTROYER
1	Technical Specification
1.1	Should be lightweight, portable and compact
1.2	Housing should be moulded type, shock proof and made of ABS Plastic/Stainless Steel 304 Grade
1.3	Should provide a removable discharge tray made for easy disposal of syringe hubs.
1.4	Should have the provision to burn the needle & to cut the syringe tips.
1.5	Should have a High Carbon Steel Cutter to cut syringes.
1.6	Should be able to destroy needles of type up to 18G
1.7	Should be able to destroy minimum of 5 injection needles on continuous operation.
1.8	Should have a Heavy Duty Transformer and works on 220-240 Vac/50 Hz electric supply.
1.9	Should have a Power On/Off switch and an indication

1.10	Should be properly insulated for the protection from electrical hazard.
1.11	Should provide with 5 Nos fuse of adequate rating
1.12	Must submit atleast 2 nos of latest purchase order of the quoted model dated within 1 year along with the price bid .
11	NEBULIZER DIAPHRAGM TYPE
1	Technical Specifications
1.1	It should be made of highly heat resistant polymeric material which can be disinfected by autoclaving
1.2	Should have pneumoclean air filter to provide purified air for aerosol nebulization
1.3	Should have an easily detachable fan cover and air filter to allowing cleaning of every corner of the passage and the medication cup should be easily attachable and easy to clean. The diaphragm to be replaced for each patient to help prevent cross infection.
1.4	The unit should be capable of removing more than 96% of 0.3 micron or larger airborne dust particle with the help of pneumoclean to provide purified air for aerosol nebulization.
1.5	Patient tube should be 1-1.5 meter in length.
1.6	Should provide extra accessories.
1.6.1	Disposable cap /diaphragms for drugs - 25, lids - 6 and patient circuit 6/tube-2, air filters - 10 no.s
1.7	Nebulizing rate : atleast 4ml/min
1.8	Mist particle size :Approx 1-5 microns
1.9	Nebulizing time setting: The timer may be set for any desired point between zero and 30 minutes.
1.10	For Nebulization period longer than 30 minutes, there should have an option for the timer to be set for "continuous" operation.
1.11	Medication cup capacity :150 ml
1.12	Manufacturer should have the ISO certification and the copy of the same should be enclosed along with the technical bid.
2	Documentaion
2.1	User manual -02 nos
2.2	Certificate of calibration and inspection from factory.
2.3	Must submit atleast 2 nos of latest purchase order of the quoted model dated within 1 year along with the price bid .
12	WEIGHING MACHINE - DIGITAL
1	Technical Specifications
1.1	Should have the capacity of 160 kg or more
1.2	Accuracy should be 100 g.

1.3	Platform size should be around 350 x 350 mm (Tolerance +/- 10%)
1.4	Display should be LCD with four digits.
1.5	Size of display should be of minimum height 24 mm for clear visibility.
1.6	Should be made up of sturdy mechanical structure to support/ to withstand heavy work load in public health center.
1.7	The Scale should operate on dry cell batteries and the batteries should sustain up to minimum of six months. The inbuilt batteries should be supplied with the scale.
1.8	The reading should get locked automatically at stable weight and there should be an indication of Stable weight.
1.9	The scale should have facility for kg/lb conversion and there should be indication for kg/lb.
1.10	It should have Battery low indication.
1.11	The scale should have AUTO-OFF feature for reducing the power consumption and to extend battery back-up period.
2	Standards, safety and Training
2.1	The scale should have ISI mark
2.2	Should have model approval from Legal Metrology Dept., Govt. of India.
2.3	Warranty & CMC as per tender terms.
2.4	Should have the ISO certification and the copy of the same should be enclosed along with the technical bid.
3	Documentation
3.1	User Manual in English
3.2	Must submit atleast 2 nos of latest purchase order of the quoted model dated within 1 year along with the price bid .
13	TABLE TOP AUTOCLAVE -LOW END
1	Technical Specification
1.1	Stand-alone bench top autoclave 20 Litres, automatic .Single door, self sealing with high-quality silicone gasket
1.2	Dimension should match to suit the voume of autoclave
1.3	The autoclave should have double wall sheet metal with suitable insulation in between walls.
1.4	Pre-set automatic cycles for unwrapped instruments, wrapped instruments/packs
1.6	Two automatic programmes, approx: 2.2 bar at 134 degree C and 1.1 bar at 121degree C.
1.7	The equipment should have automatic pressure control switch /automatic water control device to ensure that the equipment does not run dry.

1.8	System should have digital display for Temperature and Time. System should have analogue display for Pressure.
1.9	System should have audio visual alarm for low water level, and other system errors.
1.10	Fit with 5 L water reservoir, automatic fill, autonomy for at least 10 cycles
1.11	Should be with 3 removable shelves
1.12	Should have Double safety door locking device
1.13	Should have safety feature protection against over-pressure and over-temperature
1.14	Audible and visual alert upon cycle interruption or completion
1.15	Unwrapped cycle time: cold 30 min, hot 20 min
1.16	Control panel with alpha-numerical display and cycle indicators
1.17	Should be complete with 3 instruments trays
1.18	Power Supply: 230V, 50 Hz
1.19	Power consumption: 3000 W (Approx)
2	System Configuration Accessories, spares and consumables
2.1	Autoclave-20L
2.2	1 x set of 3 matching instrument baskets
2.3	1 x set of 3 matching sterilizing drums
2.4	1 x roll of sterilization indicator
2.5	Spare Gaskets-4 Nos
2.6	Spare Heater Coil- 3 nos
3	Standards, Safety and Training
3.1	Should have the ISO certification and the copy of the same should be enclosed along with the technical bid.
4	Documentation
4.1	Two numbers of complete User/Technical/Maintenance manuals to be supplied in English.
4.2	Certificate of calibration and inspection from factory to be supplied during delivery of the equipment.
4.3	Warranty & CMC as per tender terms.
4.4	Must submit at least 2 nos of latest purchase order of the quoted model dated within 1 year along with the price bid .
14	XRAY VIEWING PANEL
1	Technical Specifications
1.1	Should be Two in One type (For two films size 14" X 17" each) with separate compartments & individual switching on should be possible.
1.2	It should have acrylic make white sheet with two big fluorescent circular tubes

1.3	with electronic ballasts for instant switching on.
1.4	It should have concealed film holding device with Cord & Plug.
1.5	The view box should be made of shock proof good quality material
1.6	Must submit atleast 2 nos of latest purchase order of the quoted model dated within 1 year along with the price bid .
1.7	Should be supplied with all wall mounting accessories
	FURNITURES
1	ICU COT +OVERBED TABLE
	The same bidder should quote for two items namely ICU Cot and Overbed table. Otherwise offer will be considered as non responsive. The items should match by appearance. Pre acceptance demonstration of furniture is must.
1A	ICU COT WITH MATTRESS
1	Technical Specifications
1.1	Should be four section bed with mattress base
1.2	The system should be manually operated and adjustable for heights, trendelenburg etc.
1.3	Should provide with a detachable and collapsible railing made of stainless steel of minimum 19 mm diameter and 18 gauge tubes housed in mild steel tubular frame ,with a locking facility for raised position.
1.4	Base frame and support frame should be fabricated using steel square / rectangular section of adequate cross section and thickness to provide high structural strength and stability.
1.5	Should have the following ranges of movements (nearest) movements hydraulic gas spring actuated/crank operated controlled.
a	Height : 480-750 mm
b	Back section: 0-50 degrees
c	Leg section: 0-30 degree
1.6	Trendelenburg/reverse Trendelenburg range should be-25° / +15°.
1.7	Should have swivelling non corrosive fibre/synthetic wheels of 125 mm dia.2 with brake.
1.8	Should have slots for IV rod at four corners, and IV rod chromium plated with twin hooks
1.9	Bed should have bumpers on all corners and accessory mounting facilities.
1.10	Bed dimension should be around following
a	Length : 2070-2160
b	Width : 950 - 1020 mm

c	Mattress size: to suit the bed surface (mattress thickness – 12 cm)
1.11	Should have detachable head end and foot end
1.12	Mattress should be made up of high density foam with antimicrobial agent incorporated in all parts to assist prevention of bacterial and fungal growth. Cover should be of high quality, washable, durable and antimicrobial leather like synthetic material.
1.13	Mattress should be radiolucent to allow radiography using portable X-ray machines.
1.14	All MS sheets/tubes must be CRCA and SS components wherever used should be of 304 grade.
1.15	All MS component should be 7 dip tank pre treated and epoxy powder coated with 50-60 microns
1.16	
2	System Configuration Accessories, spares and consumables
2.1	I.C.U Bed Mainframe -01
2.2	Bed Ends, detachable : 01 pair
2.3	Collapsible side rails : 02 Nos.
2.4	IV Rods : 01 No.
2.5	Mattress 12 cm Thick : 01 No.
1B	OVERBED TABLE
1	Technical Specifications
1.1	Overbed table to match the 4 section bed height
1.2	Aluminum extruded telescopic section fitted with gas spring for height adjustment
1.3	Mild Steel rectangular tubular base frame mounted swivel synthetic body castors approximate 50 mm diameter
1.4	Height range : 760 to 1050 mm
1.5	Should be pre treated and powder coated finish
1.6	Must submit atleast 2 nos of latest purchase order of the quoted model dated within 1 year along with the price bid .
2	SHOE RACK
1	Specifications
1.1	Should be made up of high quality plywood
1.2	Shoe rack to keep 24 pair of shoes.
1.3	Open rack.
1.4	Length, breadth and depth to keep all standard shoes.Should be with two racks .
1.5	Must submit atleast 2 nos of latest purchase order of the quoted model dated within 1 year along with the price bid .

	GENERAL ITEMS
1	Refrigerator
1	Technical Specifications
1.1	System should be single door type
1.2	Capacity of storage should be 200 litres
1.3	Temperature range should be 2-8 digree
1.4	Should have auto defrost facility
1.5	Should be with minimum 4 star energy rating
1.6	Should be CFC free
1.8	Should have 2 nos of shelves
1.9	Size approx: 534 x 540 x 1250 mm
1.10	Colour : white/silver or other light colours
1.11	Should be supplied with base stand
1.12	Should be supplied with suitable stabilizer of standard make
1.13	Power input to be 220-240VAC, 50Hz fitted with Indian plug
2	Standards, Safety and Training
2.1	Munufacurer should have ISO certification. Copy of the same should be submitted along with the technical bid.
3	Documentation
3.1	User/Technical/Service manual should be provided
3.2	Must submit atleast 2 nos of latest purchase order of the quoted model dated within 1 year along with the price bid .
2	Vacuum Cleaner
5.1	Should have minimum 1200 Watts of Powerful Suction
5.2	Blower efficiency 30-35lt/sec
5.3	Should be suitable for wet and dry application
5.4	Power supply: 230V,50 Hz
3	Computer
1	Technical Specifications
1.1	The computer system should have the following specification:
1.2	Branded - Pentium Core i3/latest processor 2.7 GHz and above
1.3	400 GB HDD,
1.4	4 GB RAM,
1.5	CD/DVD RD/WR
1.6	Serial / Parallel Ports/USB,
1.7	15" LCD Monitor.
1.8	Keyboard,
1.9	Scroll Mouse.
1.10	Windows latest software with genuine version
1.11	Genuine version of suitable Antivirus software
1.12	Quote black & white laserjet printer

1.13	Must submit atleast 2 nos of latest purchase order of the quoted model dated within 1 year along with the price bid .
1.14	Preacceptance demonstration is must.
4	Torch
2.1	LED type torch
2.2	Should be supplied with rechargeable batteries and charger
2.3	Should be suitable for clinical application
1.4	Should be supplied with marker pen and duster
5	Emergency lamp
1.1	Should be rechargeable emergency light
1.2	Brightness should be 1000 lumens or more
1.3	Should provide minnum 4 hours back up
1.4	Should be LED based or CFL based
1.5	Should be supplied with all accessories
6	WasteBin-Plastic
1	Technical Specifications
1.1	Should be constructed from Plastic
1.2	Should have removable inner container.
1.3	Capacity 10 litre or more
1.4	Should have foot operated lid opening.
	CONSUMABLES
1	Pressure Infusion bag
1.1	Should be designed for speeding infusion of blood, blood plasma, and other liquids.
1.2	Should be made of durable, latex free polyurethane for easy to clean and reusable
1.3	Wraparound design allows the fluid bag can be replaced quickly and easily allows a clear view of the fluid bag and fluid level which provides consistent pressure on the complete cuff
1.4	Consistent pressure is exerted on the complete bag by pump-fitted bulb which is convenient and easy to use
1.5	Transparent cuff provides good visibility of the fluid bag and allows visualization of fluid level from any angle
1.6	Convenience reinforced IV pole loop facilitates easy loading, unloading from an IV pole
1.7	The built-in hook allows the fluid bag to be replaced without removing infuser from the I.V. pole
1.8	Color-coded aneroid pressure gauge helps maintain the desired infusion pressure

1.9	Shock resistant gauge provides a long service life than conventional manometers
1.10	Strong no-crimp tubing preventing occlusion
1.11	Palm-fitted, efficient inflator bulb makes inflation easy and fast with one-handed
1.12	3-way stopcock allows to be deflated almost instantly without squeezing the bulb
1.13	Quick connect fitting provides an audible “click” for assurance of leak-free connection and allows tubing rotation to prevent accidental disconnections or kinked tubing.
1.14	Latex-free
1.15	1000 ml in size.

Preferred Make		
SN	Name of the equipment	Preferred make
GENERAL ITEMS		
1	Refrigerator	Samsung/LG/Whirlpool
2	Vacuum Cleaner	Eureka forbes/Philips
3	Computer	Dell/HP/Acer

General Requirements

Note 1: Bidders’s attention is drawn to GIT clause 18 and GIT sub-clause 11.1(c). The Bidders is to provide the required details, information, confirmations, etc. accordingly failing which it’s tender is liable to be ignored.

Note 2: General: Bidders 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.

Other Conditions

1. Comprehensive Warranty as per Conditions of Contract of the TE document for complete equipment from the date of satisfactory commissioning, trial run & handing over of equipment to Hospital/Institution
 - a) 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.
 - b) All software updates should be provided free of cost during Warranty period.

2. After Sales Service:

After sales service centre should be available at the city of Hospital/Institution or nearest township (eg.Ernakulam) reachable within 4 hrs on 24 hrs X 7 days X 365 days basis. Complaints should be attended properly, maximum within 6 hrs. The service should be provided directly by Bidders/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.

3. Training:

On Site training to Doctors/ 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 5 years on yearly basis for complete equipments and Turnkey (if any). The supplier shall visit each consignee site as recommended in the manufacturer's technical/ service /operational manual, but at least once in six 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 not be considered for price comparison 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 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.

Section - VII 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 Bidders:

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 with e mail address.
 - b. telephone number
 - c. 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 Bidders

Section - VIII Qualification Criteria

01. The intending Bidders must be a Manufacturer or the Manufacturer's authorized Agent.
02.
 - a) In last 5 years ,till the date of tender opening, the manufacturer should have supplied and installed ,at least 50% of the quoted quantity of the similar equipment meeting major parameters of technical specification and is functioning satisfactorily (for equipments which are consumable in nature, as identified in the list of requirement, proof of delivery / acceptance by consignee/purchaser shall also be considered acceptable).
 - b) The Bidders quoting as **authorized representative** of the manufacturer meeting the above Criteria 2(a) should have executed at least three contract in the last five years till the date of tender opening of similar equipment meeting major parameters of technical specification which is functioning satisfactorily, anywhere in India of the same manufacturer
03. If necessary, HLL may inspect similar works done by the Manufacturer or the Manufacturer's authorized Agent and will collect the first hand information from the client. In case of any adverse remarks on performance of the Bidders received, contrary to the certificate produced by the Bidders, or if the works are found to be of a quality not acceptable to HLL, the offer will be rejected without calling for any explanation from the Bidders.
04. The Bidders should have an average annual turnover of not less than Rs. 26 Lakhs for Group A, 7.5 Lakhs for Group B in the last three financial years ending 31st March 2014. The Bidders should not have incurred any loss in more than two years during the immediate last five consecutive financial years. The relevent pages of balance sheet showing annual turnover and profit and loss account duly certified by Chartered Accountant shall be enclosed- Proforma 'A'- I.
05. The Bidders should have a permanent service facility in Kerala /Tamilnadu/Karnataka.
06. The Bidders shall submit the complience for technical specifcations and requirement as given in Section V and VI.
07. The firms should be registered with Income tax , VAT and Service Tax Authorities and copies of PAN , Service Tax Registration, VAT Registration have to be submitted along with application.

Qualification Criteria for General Items and Consumables

Payment terms

90% payment on supply of the item at site and on certification by HLL Engineers.

10% against final inspection and acceptance.

The address to which the items have to be supplied is as follows:

**The Principal
Govt Medical College Thrissur
Vandanam
Thrissur- 688005**

Delivery period

The Delivery period shall be within 2 months from the date of supply order.

Other Conditions

1. Warranty should be for 2 years from the date of the item.
2. **The rate quoted should be inclusive of all taxes, duties, transport, loading and unloading.**
3. The Bidders shall submit the compliance for technical specifications.
4. The original Literature or the relevant part of the user/service manual should be attached as proof.
5. The offer shall be valid for 2 months.
6. **The tender document is free of cost**

FORM 'A'

FINANCIAL INFORMATION

- I. Financial Analysis - Details to be furnished duly supported by figures in profit & loss account for the last five years duly certified by the Chartered Accountant. (Copies to be attached).

A. Gross Annual Turnover:

2008-09	2009-10	2010-11	2011-12	2012-13	Average Annual Turnover

B. Profit

Profit for the year	2008-09	2009-10	2010-11	2011-12	2012-13

- II. The below certificate is enclosed:

PAN & Service Tax Registration copies

Signature of Chartered Accountant with Seal

Signature of Applicant

Note:

- (1) All Manufacturers /supplier should have a standing of 5 years in the Indian Market for a similar product line.
- (2) Any false submission of information or false interpretation of specification will automatically disqualify the Bidders.
- (3) The original Literature or the relevant part of the user/service manual should be attached as proof.
- (4) The suppliers should give 2 years warranty.
- (5) **Demo of equipments and sample of instruments should be arranged when asked for - Proforma for warranty submitted undertaking to give CMC for 05 years.**

The supplier should give CMC for the quoted item for 5 years after 2 years warranty period. Cost of CMC will not be considered for price comparison purpose.

Note

1. The Bidders 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 Bidders shall also furnish details of Equipment and Quality Control in the enclosed Section VIII.
2. Notwithstanding anything stated above, the Purchaser reserves the right to assess the Bidders'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.
3. 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.

Section - IX

TENDER FORM

Date_____

To

**DVP(Tech), HLL Lifecare Limited, Infrastructure Development Division, 'Adarsh', TC
6/1718, Vettamukku, Thirumala P.O., Trivandrum - 605006.**

No. _____ dated _____

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

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

We further confirm that, if our tender is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of GCC clause 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 Bidders" 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 Govt. Authorities.

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

(Signature with date)

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

Section - IXB
TENDER FORM (for price bid)

Date _____

To

DVP (Technical), HLL Lifecare Limited, Infrastructure Development Division, 'Adarsh', TC 6/1718, Vettamukku, Thirumala P.O., Trivandrum - 605006.

No. _____ dated _____

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

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

We further confirm that, if our tender is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of GCC clause 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 Bidders" 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 Govt. Authorities. We confirm that we fully agree to the terms and conditions specified in above mentioned TE document, including amendment/ corrigendum if any

(Signature with date)

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

SECTION - X -i) PRICE SCHEDULE

1		2	3	4	5							6
Schedule	Brief Description of Goods	Qty	unit	Country of Origin	Ex - factory/ Ex - warehouse /Ex-show room /Off - the shelf (a)	Excise Duty (if any) [%age & value] (b)	Sales Tax/ VAT(if any) [%age & value] (c)	Packin g and Forwa rding charge s (d)	Inland Transp ortation / Insuran ce for a period includi ng 3 months beyond date of deliver y, loading / unloadi ng and Incident al costs till consign ee's site (e)	Incident al Services (includi ng Installati on & Commiss ioning, Supervis ion, Demonst ration and Training) at the Consign ee's site (f)	Unit Price (at Consignee Site) basis (g) =a+b+c+d+e+f	Total Price (at Consignee Site) basis (Rs.) 4 x 5(g)

1	EQUIPMENT-Part A											
	Automatic Blood Gas Analyzer											
2	Flexible Fiberoptic Bronchoscope											
3	Syringe Pump											
4	Portable X ray Machine											
5	Fluid Warmer											
6	Patient warmer											

7	Plasma Aphresis Machine											
8	External pacemaker											
9	Examination lamp- for minor surgical procedures											
10	Needle destroyer											
11	Nebulizer diaphragm type											
12	Weighing Machine- Digital											

13	Table top autoclave- Low end											
14	X ray viewing panel											
	FURNITURES Part B											
1A	ICU cot with mattress											

1B	Overbed Table											
2	Shoe Rack											
	GENERAL ITEMS Part C											
1	Refrigerator											
2	Vacuum Cleaner											

3	Computer											
4	Torch											
5	Emergency lamp											
6	Waste Bin-Plastic											

	Consumable Items Part D											
1	Pressure Infusor bags											

Total tender price in rupees

Part A -----

Part B -----

Part C -----

Part D -----

Total amount In words:-----

NOTE:

1. If there is a discrepancy between the unit price and total price THE UNIT PRICE Shall prevail.
2. The charges for CMC after warranty shall be quoted separately as per section ii)-Price Schedule below

Name -----

Business Address -----

Place-----

Signature of Bidders-----

Date -----

Seal of the Bidders -----

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

1	2	3	4					5
Schedule No.	BRIEF DESCRIPTION OF GOODS	QUANTITY. (Nos.)	CMC Cost for Each Unit year wise*.					Total CMC Contract Cost for 5 Years
			1 st	2 nd	3 rd	4 th	5 th	
			a	b	c	d	e	
1								
2								
3								

NOTE:-In case of discrepancy between unit price and total prices, THE UNIT PRICE shall prevail.

1. The cost of Comprehensive Maintenance Contract (CMC) which includes preventive maintenance including testing & calibration as per technical/ service / operational manual, labour and spares, after satisfactory completion of Warranty period may be quoted for next 6 years on yearly basis for complete equipment and Turnkey (if any).
- 2. The cost of CMC may be quoted along with taxes applicable on the date of Tender Opening.**
3. Cost of CMC will not be added for Ranking/ Evaluation purpose.
4. The payment of CMC will be made as per tender conditions
5. The uptime warranty will be 98 % on 24 (hrs) X 7 (days) X 365 (days) basis or as stated in Technical Specification of the TE document.
6. All software updates should be provided free of cost during CMC period.
7. The stipulations in Technical Specification will supersede above provisions

8 The supplier shall keep sufficient stock of spares required during Annual Comprehensive Maintenance Contract period. In case the spares are required to be imported, it would be the responsibility of the supplier to import and get them custom cleared and pay all necessary duties.

Place: _____
Date: _____

Name _____
Business Address _____
Signature of Bidders _____
Seal of the Bidders _____

SECTION - XI
CHECKLIST

Name of Bidders:

Name of Manufacturer:

SI No.	Activity	Yes/ No/ NA	Page No. in the TE document	Remarks
1. a.	Have you enclosed EMD of required amount for the quoted schedules?			
b.	Have You Furnished EMD in the required form			
c.	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 IX?			
b.	Have you enclosed Power of Attorney in favour of the signatory?			
3. a.	Have you enclosed clause-by-clause technical compliance statement for the quoted goods vis-à-vis the Technical specifications?			
b.	In case of Technical deviations in the compliance statement, have you identified and marked the deviations?			
4.	Have you submitted manufacturer's authorization as per Section XIV?			
5.	Have you submitted prices of goods, CMC etc. in the Price Schedule as per Section X?			
6.	Have you kept validity of 120 days from the Techno Commercial Tender Opening date as per the TE document?			
7. a.	In case of Indian Bidders, have you furnished Income Tax Account No. as allotted by the Income Tax Department of Government of India?			

Sl No.	Activity	Yes/ No/ NA	Page No. in the TE document	Remarks
b.	In case of Foreign Bidders, have you furnished Income Tax Account No. of your Indian Agent as allotted by the Income Tax Department of Government of India?			
8.	Have you intimated the name an full address of your Banker (s) along with your Account Number			
9.	Have you fully accepted payment terms as per TE document?			
10.	Have you fully accepted delivery period as per TE document?			
11.	Have you submitted the certificate of incorporation?			
12.	Have you accepted the warranty as per TE document?			
13.	Have you accepted terms and conditions of TE document?			
14.	Have you furnished documents establishing your eligibility & qualification criteria as per TE documents?			

Date:

Name

Signature

Stamp and full address

SECTION - XII
SECTION - XIII

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

To
Head of Dept/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 60 days beyond warranty period. i.e up to ----- (indicate date)

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

.....
Name and designation of the officer

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

SECTION - XIV
MANUFACTURER'S AUTHORISATION FORM

To

Deputy Vice President (Tech), ID Division, Adarsh, TC 6/1718, Vettamukku, Thirumala P.O., Trivandrum - 695006

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.

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.

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.

1. Original letter may be sent.

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 - XV
CONTRACT FORM - A

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

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

Contract No _____ dated _____

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

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

(ii) Any other additional services (if applicable) and cost thereof: _____
 Total value (in figure) _____ (In words) _____

6. 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

7. Warranty clause

8. Payment terms

9. 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 CMC

Annual CM Contract No. _____

Between _____

(Address of the head of the Consignee)

And _____

(Name & Address of the Supplier)

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

In continuation to the above referred contract The Contract of Annual Comprehensive Maintenance is hereby concluded as under: - (a)

1	2	3	4					5
Schedule No.	BRIEF DESCRIPTION OF GOODS	QUANTITY. (Nos.)	CMC Cost for Each Unit year wise*.					Total CMC Contract Cost for 5 Years
			1 st	2 nd	3 rd	4 th	5 th	
			a	b	c	d	e	
1								
2								
3								

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 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 Batteries for UPS).
- 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.

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

Bidder must submit atleast 2 nos of latest purchase order of the quoted model dated within 2 years along with the price bid. Authenticity of the submitted documents will be checked by HLL.

Section - XIX Consignee List

Consignee Code	Contact Address.	AirPort	Sea Port
EMERGENCY AND CRITICAL CARE DEPARTMENT	Medical College	ERNAKULAM	ERNAKULAM