

# **GLOBAL TENDER ENQUIRY**

FOR PURCHASE OF MEDICAL EQUIPMENT ON BEHALF OF  
**GURU NANAK EYE CENTRE**  
AN INSTITUTE UNDER  
DEPARTMENT OF HEALTH & FAMILY WELFARE  
**GOVT OF NCT OF DELHI**

**HLL/PCD/GNCTD/20/GNEC/14-15**



**BY**

**HLL LIFECARE LIMITED**

(A GOVERNMENT OF INDIA ENTERPRISE)

Procurement & Consultancy Services Division

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**SECTION I****NIT No: HLL/PCD/GNCTD/20/GNEC/14-15****Dated: 05.11.2014****NOTICE INVITING TENDERS (NIT)**

1. Procurement & Consultancy Services Division of HLL Lifecare Limited, for and on behalf of Guru Nanak Eye Centre, under Govt. of NCT of Delhi, invites online eTenders, from eligible and qualified tenderers for supply, installation, commissioning, and maintenance of following item schedules:

| Sl. no. | Tender ID          | Name of the equipment   | Qty | Tender Fees (Rs.) | EMD Amount (Rs.) | Date & time of Prebid meeting | Date & time of closing of online tender | Closing date & time for submission of physical Tender | Date & time of opening of tender |
|---------|--------------------|---|-----|-------------------|------------------|-------------------------------|---|---|----------------------------------|
| 1       | 2014_HFWD_69388_1  | Phaco Emulsification System   | 2   | 2,000             | 160,000          | 13-11-2014<br>11:00 AM        | 16-12-2014<br>06:00 PM                  | 17-12-2014<br>02:00 PM                                | 17-12-2014<br>02:30 PM           |
| 2       | 2014_HFWD_69388_2  | Elevation based corneal topography                                  | 1   | 2,000             | 130,000          | 13-11-2014<br>11:00 AM        | 16-12-2014<br>06:00 PM                  | 17-12-2014<br>02:00 PM                                | 17-12-2014<br>02:30 PM           |
| 3       | 2014_HFWD_69388_3  | Corneal Topography System   | 1   | 500               | 27,000           | 13-11-2014<br>11:00 AM        | 16-12-2014<br>06:00 PM                  | 17-12-2014<br>02:00 PM                                | 17-12-2014<br>02:30 PM           |
| 4       | 2014_HFWD_69388_4  | Accelerated Collagen Cross linker with Appropriate Dye              | 1   | 500               | 26,000           | 13-11-2014<br>11:00 AM        | 16-12-2014<br>06:00 PM                  | 17-12-2014<br>02:00 PM                                | 17-12-2014<br>02:30 PM           |
| 5       | 2014_HFWD_69388_5  | Ultrasound unit with UBM, A and B scan                              | 1   | 1,000             | 60,000           | 13-11-2014<br>11:00 AM        | 16-12-2014<br>06:00 PM                  | 17-12-2014<br>02:00 PM                                | 17-12-2014<br>02:30 PM           |
| 6       | 2014_HFWD_69388_6  | Low Temperature H <sub>2</sub> O <sub>2</sub> Gas Plasma Sterilizer | 1   | 2,000             | 105,000          | 13-11-2014<br>11:00 AM        | 16-12-2014<br>06:00 PM                  | 17-12-2014<br>02:00 PM                                | 17-12-2014<br>02:30 PM           |
| 7       | 2014_HFWD_69388_7  | High End Vitrectomy Machine   | 1   | 2,000             | 155,000          | 13-11-2014<br>11:00 AM        | 16-12-2014<br>06:00 PM                  | 17-12-2014<br>02:00 PM                                | 17-12-2014<br>02:30 PM           |
| 8       | 2014_HFWD_69388_8  | Paediatric Ophthalmic wide field Digital Imaging system             | 1   | 2,000             | 125,000          | 13-11-2014<br>11:00 AM        | 16-12-2014<br>06:00 PM                  | 17-12-2014<br>02:00 PM                                | 17-12-2014<br>02:30 PM           |
| 9       | 2014_HFWD_69388_9  | Operating Microscope for Ophthalmology                              | 3   | 3,000             | 240,000          | 13-11-2014<br>11:00 AM        | 16-12-2014<br>06:00 PM                  | 17-12-2014<br>02:00 PM                                | 17-12-2014<br>02:30 PM           |
| 10      | 2014_HFWD_69388_10 | Portable Hand Held/Mounted SD OCT                                   | 1   | 1,000             | 93,000           | 13-11-2014<br>11:00 AM        | 16-12-2014<br>06:00 PM                  | 17-12-2014<br>02:00 PM                                | 17-12-2014<br>02:30 PM           |

| Sl. no. | Tender ID          | Name of the equipment                                 | Qty | Tender Fees (Rs.) | EMD Amount (Rs.) | Date & time of Prebid meeting | Date & time of closing of online tender | Closing date & time for submission of physical Tender | Date & time of opening of tender |
|---------|--------------------|---|-----|-------------------|------------------|-------------------------------|---|---|----------------------------------|
| 11      | 2014_HFWD_69388_11 | Visual Field Analyser                                 | 2   | 2,000             | 120,000          | 13-11-2014<br>11:00 AM        | 16-12-2014<br>06:00 PM                  | 17-12-2014<br>02:00 PM                                | 17-12-2014<br>02:30 PM           |
| 12      | 2014_HFWD_69388_12 | Anterior Segment Imaging System                       | 1   | 1,000             | 75,000           | 13-11-2014<br>11:00 AM        | 16-12-2014<br>06:00 PM                  | 17-12-2014<br>02:00 PM                                | 17-12-2014<br>02:30 PM           |
| 13      | 2014_HFWD_69388_13 | Trans-scleral Diode Laser for Cyclo-Photo Coagulation | 1   | 1,000             | 58,000           | 13-11-2014<br>11:00 AM        | 16-12-2014<br>06:00 PM                  | 17-12-2014<br>02:00 PM                                | 17-12-2014<br>02:30 PM           |
| 14      | 2014_HFWD_69388_14 | Anaesthesia Work Station                              | 1   | 1,000             | 0,000            | 13-11-2014<br>11:00 AM        | 16-12-2014<br>06:00 PM                  | 17-12-2014<br>02:00 PM                                | 17-12-2014<br>02:30 PM           |

2. Interested tenderers may obtain further information about this requirement from this office inviting the tenders.
3. The prospective bidders who have not registered can register with E-procurement system of NIC by paying necessary registration charges. The bidders may prepare a banker cheque/Draft in favour of Delhi E-governance society and deposit it at E-procurement help desk room. The details of payment can be obtained from help desk.

In order to submit the bids electronically bidders are required to have type-II Digital Signature Certificate. Digital Signature can be obtained from any of the certifying agency.

The tender shall be submitted online and in physical form (except price bid) in three parts/covers as mentioned below:

- (i) Tender Fee and EMD
- (ii) Pre-qualification and Technical compliance as per following documents (Both online and physical):
  - a) Manufacturer's authorization in case bid is submitted by an Indian agent (A declaration must be attached here in case directly quoted by a manufacturer or a document establishing the relation of the Indian office with the manufacturer in case quoted by Indian office of the manufacturer).
  - b) Tender Form as per section X.
  - c) Copy of PAN.
  - d) Certificate of Incorporation/Declaration being a proprietary firm.
  - e) Annual report of last 3 completed financial years (Balance sheet and Profit & Loss Account)
  - f) Name, address and details of account with respect to bidder and/or beneficiary of L/C.
  - g) Quality Control Requirements as per Section VIII

- h) Performance statement along with required PO copies and its corresponding end user's satisfactory performance certificate as per section IX.
- i) Affidavit as per Section XIX
- j) Technical Bid along with clause-by-clause technical compliance statement for the quoted goods vis-à-vis the Technical specifications with all related brochures in the tender enquiry (Both online and physical)

(iii) Price Bid (Only online).

- 4. All prospective tenderers may attend the Pre Tender meeting. For all the above tender IDs, Prebid meeting shall be held at Conference Room of HLL Lifecare Limited, B-14A, Sector -62, Noida, Gautam Budh Nagar, U.P. - 201 307.
- 5. To participate in the submission against the tender, it is mandatory for the Applicants to get digital signature and get themselves registered with e-tendering system of various hospitals under Govt. of NCT of Delhi.
- 6. Tenderer may download the tender enquiry documents from the web site [www.lifecarehll.com](http://www.lifecarehll.com) or [www.eprocure.gov.in/cppp](http://www.eprocure.gov.in/cppp) or [www.govtprocurement.delhi.gov.in](http://www.govtprocurement.delhi.gov.in) and submit its tender online after logging in to their user ID at [www.govtprocurement.delhi.gov.in](http://www.govtprocurement.delhi.gov.in).
- 7. Tenderers shall ensure that their tenders, complete in all respects, are submitted **online and desired hard copies in original** dropped in the Tender Box located at **HLL Lifecare Limited, Procurement and Consultancy Division, B-14 A, Sector-62, Noida-201307, Uttar Pradesh** on or before the closing date and time indicated above, failing which the tenders will be treated as late and rejected.
- 8. In the event of any of the above mentioned dates being declared as a holiday /closed day for the purchase organisation, the physical form of tenders will be received/opened on the next working day at the appointed time.

**Head (P&CD)**  
**HLL Lifecare Limited**

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

### A. PREAMBLE

#### 1. Definitions and Abbreviations

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

1.2. Definitions:

- (i) "Purchaser" means Guru Nanak Eye Centre an institute under, Govt. of NCT of Delhi.
- (ii) "Tender" means Bids / Quotation / Tender received from a Firm / Tenderer / Bidder.
- (iii) "Tenderer" 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, livestock, furniture, fixtures, raw material, spares, instruments, machinery, equipment, medical equipment, industrial plant etc. which the supplier is required to supply to the purchaser under the contract.
- (v) "Services" means services allied and incidental to the supply of goods, such as transportation, installation, commissioning, provision of technical assistance, training, after sales service, maintenance service and other such obligations of the supplier covered under the contract.
- (vi) "Earnest Money Deposit" (EMD) means Bid Security/ monetary or financial guarantee to be furnished by a tenderer 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 tenderer for due performance of the contract placed on it. Performance Security is also known as Security Deposit.
- (ix) "Consignee" means the Hospital /Institute/Medical College/ person to whom the goods are required to be delivered as specified in the Contract. If the goods are required to be delivered to a person as an interim consignee for the purpose of despatch to another person as provided in the Contract then that "another" person is the consignee, also known as ultimate consignee.
- (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) "TE Document" means Tender Enquiry Document
- (ii) "NIT" means Notice Inviting Tenders.
- (iii) "GIT" means General Instructions to Tenderers
- (iv) "SIT" means Special Instructions to Tenderers



- (v) “GCC” means General Conditions of Contract
- (vi) “SCC” means Special Conditions of Contract
- (vii) “DGS&D” means Directorate General of Supplies and Disposals
- (viii) “NSIC” means National Small Industries Corporation
- (ix) “PSU” means Public Sector Undertaking
- (x) “CPSU” means Central Public Sector Undertaking
- (xi) “LSI” means Large Scale Industry
- (xii) “SSI” means Small Scale Industry
- (xiii) “LC” means Letter of Credit
- (xiv) “DP” means Delivery Period
- (xv) “BG” means Bank Guarantee
- (xvi) “ED” means Excise Duty
- (xvii) “CD” means Custom Duty
- (xviii) “VAT” means Value Added Tax
- (xix) “CENVAT” means Central Value Added Tax
- (xx) “CST” means Central Sales Tax
- (xxi) “RR” means Railway Receipt
- (xxii) “BL” means Bill of Lading
- (xxiii) “FOB” means Free on Board
- (xxiv) “FCA” means Free Carrier
- (xxv) “FOR” means Free On Rail
- (xxvi) “CIF” means Cost, Insurance and Freight
- (xxvii) “CIP (Destinations)” means Carriage and Insurance Paid up to named port of destination. Additionally the Insurance (local transportation and storage) would be extended and borne by the Supplier from ware house to the consignee site for a period including 3 months beyond date of delivery.
- (xxviii) “DDP” means Delivery Duty Paid named place of destination (consignee site)
- (xxix) “INCOTERMS” means International Commercial Terms as on the date of Tender Opening
- (xxx) “H&FW” means Department of Health & Family Welfare, Government of NCT of Delhi
- (xxxi) “CMC” means Comprehensive maintenance Contract (labour, spare and preventive maintenance)
- (xxxii) “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 – VI – “List of Requirements”, which also indicates, *interalia*, the required delivery schedule, terms and place of delivery.
- 2.2 This section (Section II - “General Instruction to Tenderers”) provides the relevant information as well as instructions to assist the prospective tenderers in preparation and submission of tenders. It also includes the mode and procedure to be adopted by the purchaser for receipt and opening as well as scrutiny and evaluation of tenders and subsequent placement of contract.
- 2.3 The tenderers shall also read the Special Instructions to Tenderers (SIT) related to this purchase, as contained in Section III of these documents and follow the same accordingly. Whenever there is a conflict between the GIT and the SIT, the provisions contained in the SIT shall prevail over those in the GIT.
- 2.4 Before formulating the tender and submitting the same to the purchaser, the tenderer should read and examine all the terms, conditions, instructions, checklist etc. contained in the TE documents.

Failure to provide and/or comply with the required information, instructions etc. incorporated in these TE documents may result in rejection of its tender.

**3. Availability of Funds**

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

**4. Language of Tender**

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

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

**5. Eligible Tenderers**

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

**6. Eligible Goods and Services**

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

**7. Tendering Expense**

The tenderer shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its tender including preparation, mailing and submission of its tender and for subsequent processing the same. The purchaser will, in no case be responsible or liable for any such cost, expenditure etc regardless of the 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 Tenderers (GIT)
- Section III – Special Instructions to Tenderers (SIT)
- Section IV – General Conditions of Contract (GCC)
- Section V – Special Conditions of Contract (SCC)
- Section VI – List of Requirements
- Section VII – Technical Specifications
- Section VIII – Quality Control Requirements
- Section IX – Qualification Criteria
- Section X – Tender Form
- Section XI – Price Schedules

- Section XII – Questionnaire
- Section XIII – Bank Guarantee Form for EMD
- Section XIV – Manufacturer’s Authorisation Form
- Section XV – Bank Guarantee Form for Performance Security/CMC Security
- Section XVI – Contract Forms A & B
- Section XVII – Proforma of Consignee Receipt Certificate
- Section XVIII – Proforma of Final Acceptance Certificate by the consignee
- Section XIX – Affidavit/Undertaking
- Section XX – Check List for the Tenderers
- Section XXI – Consignee List

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

### **9. Amendments to TE documents**

- 9.1 At any time prior to the deadline for submission of tenders, the purchaser may, for any reason deemed fit by it, modify the TE documents by issuing suitable amendment(s) to it.
- 9.2 Such an amendment will be notified in the referred websites only.
- 9.3 In order to provide reasonable time to the prospective tenderers to take necessary action in preparing their tenders as per the amendment, the purchaser may, at its discretion extend the deadline for the submission of tenders and other allied time frames, which are linked with that deadline.

### **10. Clarification of TE documents**

- 10.1 A tenderer requiring any clarification or elucidation on any issue of the TE documents may take up the same with the purchaser in writing on or before the pre-bid meeting.
- 10.2 Each prospective Tenderer can attend the Prebid meeting mentioned in para 4 in Section I with maximum 2 persons duly authorized by Tenderer.

## **C. PREPARATION OF TENDERS**

### **11. Documents Comprising the Tender**

- 11.1 The tender shall be submitted online and in physical form (except price bid) in three parts/covers as mentioned below:
- (i) Tender Fee & EMD (Both online and physical).
  - (ii) Pre-qualification as per checklist section XX and as mentioned in para A) below and Technical Bid (Both online and physical)
  - (iii) Price Bid (Only online).

Bidders are requested not to submit the hard copy of Financial Bid along with the physical form of tender. In case the hard copy of financial bid is submitted in physical form, the tender shall be straightway rejected. Also, uploading of the price bid in prequalification bid or technical bid will result in rejection of the tender.

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

- 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 X.
- iii) Documentary evidence, as necessary in terms of clauses 5 and 17 establishing that the tenderer is eligible to submit the tender and, also, qualified to perform the contract if its tender is accepted.
- iv) Tenderer/Agent who quotes for goods manufactured by other manufacturer shall furnish Manufacturer's Authorisation Form. **While giving authorization to agent, to quote on their behalf, manufacturer has to give the reasons for not quoting directly against this tender.**
- v) Deleted.
- vi) Documents and relevant details to establish in accordance with GIT clause 18 that the goods and the allied services to be supplied by the tenderer conform to the requirement of the TE documents.
- vii) Performance Statement as per section IX along with relevant copies of orders and end users' satisfaction certificate.
- viii) Deleted
- ix) Certificate of Incorporation.

**B) Price Tender:**

1. Prices are to be quoted in the attached Price Bid format online as per the directions on the official website.
2. The price should be quoted for the accounting unit indicated on the website.

**The bidder shall not submit hard copy of financial bid otherwise his tender shall be straightway rejected. Also, uploading the price bid in prequalification bid or technical bid will result in rejection of the tender.**

Note:

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

- 11.2 A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrant that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages
  - 11.3 A tender, which does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.
  - 11.4 Tender sent by fax/telex/cable/electronically shall be ignored.
- 12. Tender currencies**
- 12.1 The tenderer supplying indigenous goods or already imported goods shall quote only in Indian Rupees.
  - 12.2 For imported goods if supplied directly from abroad, prices shall be quoted in any freely convertible currency say US Dollar, Euro, GBP or Yen. As regards price(s) for allied services, if any required with the goods, the same shall be quoted in Indian Rupees only if such services are to be performed /undertaken in India. Commission for Indian Agent, if any and if payable shall be indicated in the space provided for in the price schedule and will be payable in Indian Rupees only.
  - 12.3 Tenders, where prices are quoted in any other way shall be treated as non-responsive and rejected.

### **13 Tender Prices**

- 13.1 The Tenderer shall indicate on the Price Schedule provided under Section XI all the specified components of prices shown therein including the unit prices and total tender prices of the goods and services it proposes to supply against the requirement. All the columns shown in the price schedule should be filled up as required. If any column does not apply to a tenderer, same should be clarified as “NA” by the tenderer.
- 13.2 If there is more than one schedule in the List of Requirements, the tenderer has the option to submit its quotation for any one or more schedules and, also, to offer special discount for combined schedules. However, while quoting for a schedule, the tenderer shall quote for the complete requirement of goods and services as specified in that particular schedule.
- 13.3 The quoted prices for goods offered from within India and that for goods offered from abroad are to be indicated separately in the applicable Price Schedules attached under Section XI.
- 13.4 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 prices of Turnkey ( if any), as mentioned in List of Requirements, Technical Specification and Price Schedule; and
  - f) the price of annual CMC, as mentioned in List of Requirements, Technical Specification and Price Schedule.
- 13.4.2 For goods offered from abroad, the prices in the corresponding price schedule shall be entered separately in the following manner:
- a) The price of goods quoted FOB/FCA port of shipment, as indicated in the List of Requirements and Price Schedule;
  - b) The amount of freight and insurance
  - c) the price of goods quoted CIP (name port of destination) in India as indicated in the List of Requirements, Price Schedule and Consignee List;
  - d) Deleted
  - e) the charges for Insurance (local transportation and storage) would be extended and borne by the Supplier from ware house to the consignee site for a period including 3 months beyond date of delivery. Other local costs and Incidental costs, as specified in the List of Requirements and Price Schedule;
  - f) the charges for Incidental Services, as in the List of Requirements and Price Schedule;
  - g) the prices of Turnkey ( if any), as mentioned in List of Requirements, Technical Specification and Price Schedule; and

h) the price of annual 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 If the Tenderer desires to ask for excise duty, sales tax/ VAT, Service Tax, Works Contract Tax etc. to be paid extra, the same must be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such duties and taxes and no claim for the same will be entertained later.

13.5.2 Excise Duty:

- a) If reimbursement of excise duty is intended as extra over the quoted prices, the supplier must specifically say so also indicating the rate, quantum and nature of the duty applicable. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of excise duty will be entertained after the opening of tenders.
- b) If a Tenderer chooses to quote a price inclusive of excise duty and also desires to be reimbursed for variation, if any, in the excise duty during the time of supply, the tenderer must clearly mention the same and also indicate the rate and quantum of excise duty included in its price. Failure to indicate all such details in clear terms may result in rejection of that tender.
- c) Subject to sub clauses 13.5.2 (a) & (b) 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:

If a tenderer asks for sales tax/ VAT, Service Tax and Works Contract Tax to be paid extra, the rate and nature of sales tax applicable should be shown separately. 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. The purchaser should issue the certificate to the supplier within 21 days from the date of receipt of request from the supplier.

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 Purchaser will pay the Customs duty wherever applicable.

- 13.6 For transportation of imported goods offered from abroad, relevant instructions as incorporated under GCC Clause 10 shall be followed.
- 13.7 For insurance of goods to be supplied, relevant instructions as provided under GCC Clause 11 shall be followed.
- 13.8 Unless otherwise specifically indicated in this TE document, the terms FCA, FOB, FAS, CIF, CIP, DDP etc. for imported goods offered from abroad, shall be governed by the rules & regulations prescribed in the current edition of INCOTERMS, published by the International Chamber of Commerce, Paris
- 13.9 The need for indication of all such price components by the tenderers, as required in this clause (viz., GIT clause 13) is for the purpose of comparison of the tenders by the purchaser and will not restrict the purchaser's right to award the contract on the selected tenderer on any of the terms offered.

**14. Indian Agent**

- 14.1 If a foreign tenderer has engaged an agent in India in connection with its tender, the foreign tenderer, in addition to indicating Indian agent's commission, if any, in a manner described under GIT sub clause 12.2 above, shall also furnish the following information:
- a) The complete name and address of the Indian Agent and its permanent income tax account number as allotted by the Indian Income Tax authority.
  - b) The details of the services to be rendered by the agent for the subject requirement.
  - c) Details of Service outlets in India, nearest to the consignee(s), to render services during Warranty and CMC period.
  - d) A copy of agreement between the Agent & their principal detailing the terms & conditions as well as services and after sales services as above to be rendered by the agent and the precise relationship between them and their mutual interest in the business as laid out in section VII (Technical specifications).

**15. Firm Price**

- 15.1 Unless otherwise specified in the SIT, prices quoted by the tenderer shall remain firm and fixed during the currency of the contract and not subject to variation on any account.
- 15.2 However, as regards taxes and duties, if any, chargeable on the goods and payable, the conditions stipulated in GIT clause 13 will apply.

**16. Alternative Tenders**

- 16.1 Alternative Tenders are not permitted.
- 16.2 However the Tenderers can quote alternate models meeting the tender specifications of same manufacturer with single EMD.
- 16.3 Only one tenderer is permitted to quote for the same manufacturer irrespective of models

**17 Documents Establishing Tenderer's Eligibility and Qualifications**

- 17.1 Pursuant to GIT clause 11, the tenderer shall furnish, as part of its tender, relevant details and documents establishing its eligibility to quote and its qualifications to perform the contract if its tender is accepted.

- 17.2 The documentary evidence needed to establish the tenderer's qualifications shall fulfil the following requirements:
- a) in case the tenderer offers to supply goods, which are manufactured by some other firm, the tenderer has been duly authorised by the goods manufacturer to quote for and supply the goods to the purchaser. The tenderer shall submit the manufacturer's authorization letter to this effect as per the standard form provided under Section XIV in this document.
  - b) the tenderer has the required financial, technical and production capability necessary to perform the contract and, further, it meets the qualification criteria incorporated in the Section IX in these documents.
  - c) in case the tenderer is not doing business in India, it is duly represented by an agent stationed in India fully equipped and able to carry out the required contractual functions and duties of the supplier including after sale service, maintenance & repair etc. of the goods in question, stocking of spare parts and fast moving components and other obligations, if any, specified in the conditions of contract and/or technical specifications.

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

- 18.1 The tenderer shall provide in its tender the required as well as the relevant documents like technical data, literature, drawings etc. to establish that the goods and services offered in the tender fully conform to the goods and services specified by the purchaser in the TE documents. For this purpose the tenderer shall also provide a clause-by-clause commentary on the technical specifications and other technical details incorporated by the purchaser in the TE documents to establish technical responsiveness of the goods and services offered in its tender.
- 18.2 In case there is any variation and/or deviation between the goods & services prescribed by the purchaser and that offered by the tenderer, the tenderer shall list out the same in a chart form without ambiguity and provide the same along with its tender.
- 18.3 If a tenderer furnishes wrong and/or misleading data, statement(s) etc. about technical acceptability of the goods and services offered by it, its tender will be liable to be ignored and rejected in addition to other remedies available to the purchaser in this regard.

**19. Earnest Money Deposit (EMD)**

- 19.1 Pursuant to GIT clauses 8.1 and 11.1 A (i) the tenderer shall furnish along with its tender, earnest money for amount as shown in the List of Requirements. The earnest money is required to protect the purchaser against the risk of the tenderer's unwarranted conduct as amplified under sub-clause 19.7 below.
- 19.2 The tenderers who are currently registered and, also, will continue to remain registered during the tender validity period with Directorate General of Supplies & Disposals or with National Small Industries Corporation, New Delhi for the specific goods as per tender enquiry specification shall be eligible for exemption from EMD. In case the tenderer falls in these categories, it should furnish copy of its valid registration details (with DGS&D or NSIC, as the case may be).
- 19.3 The earnest money shall be denominated in Indian Rupees or equivalent currencies as per GIT clause 12.2. The earnest money shall be furnished in one of the following forms:
- i) Account Payee Demand Draft
  - ii) Banker's cheque and
  - iii) Bank Guarantee
- 19.4 The demand draft or banker's cheque shall be drawn on any commercial bank in India or country of the tenderer, in favour of the "HLL Lifecare Limited" payable at New Delhi. In case of bank guarantee, the same is to be provided from any commercial bank in India or country of the tenderer as per the format specified under Section XIII in these documents.



- 19.5 The earnest money, if paid in Bank Guarantee, shall be valid for a period of forty-five (45) days beyond the validity period of the tender. As validity period of Tender as per Clause 20 of GIT is 120 days, the EMD shall be valid for 165 days from Techno – Commercial Tender opening date.
- 19.6 Unsuccessful tenderers' earnest money will be returned to them without any interest, after expiry of the tender validity period, but not later than thirty days after conclusion of the resultant contract. Successful tenderer's earnest money will be returned without any interest, after receipt of performance security from that tenderer.
- 19.7 Earnest Money is required to protect the purchaser against the risk of the Tenderer's conduct, which would warrant the forfeiture of the EMD. Earnest money of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the purchaser. The successful tenderer's earnest money will be forfeited without prejudice to other rights of Purchaser if it fails to furnish the required performance security within the specified period.
- 19.8 In the case of Bank Guarantee furnished from banks outside India (i.e. foreign Banks), it should be authenticated and countersigned by any nationalised bank in India by way of back-to-back counter guarantee and the same should be submitted along with the bid.

## **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 tenderers may be requested by the purchaser to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by surface mail or by fax/ telex/cable followed by surface mail. The tenderers, who agree to extend the tender validity, are to extend the same without any change or modification of their original tender and they are also to extend the validity period of the EMD accordingly. A tenderer, who may not agree to extend its tender validity after the expiry of the original validity period the EMD furnished by them shall not be forfeited.
- 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 tenderers shall submit their tenders as per the instructions contained in GIT Clause 11.
- 21.2 Deleted
- 21.3 The original tender shall either be typed or written in indelible ink and the same shall be signed by the tenderer or by a person(s) who has been duly authorized to bind the tenderer to the contract.
- 21.4 The tender shall be duly signed at the appropriate places as indicated in the TE documents and all other pages of the tender including printed literature, if any shall be initialled by the same person(s) signing the tender. The tender shall not contain any erasure or overwriting, except as necessary to correct any error made by the tenderer and, if there is any such correction; the same shall be initialled by the person(s) signing the tender.

## D. SUBMISSION OF TENDERS

### 22. Submission of Tenders

22.1 The tender shall be submitted online and in physical form (except price bid) in three parts/covers as mentioned below:

- (i) Tender Fee and EMD (Both online and physical)
- (ii) Pre-qualification and Technical compliance as per following documents (Both online and physical):
  - a) Manufacturer's authorization in case bid is submitted by an Indian agent (A declaration must be attached here in case directly quoted by a manufacturer or a document establishing the relation of the Indian office with the manufacturer in case quoted by Indian office of the manufacturer).
  - b) Tender Form as per section X.
  - c) Copy of PAN.
  - d) Certificate of Incorporation/Declaration being a proprietary firm.
  - e) Annual report of last 3 years (Balance sheet and Profit & Loss Account)
  - f) Name, address and details of account with respect to bidder and/or beneficiary of L/C.
  - g) Quality Control Requirements as per Section VIII
  - h) Performance statement along with required PO copies and its corresponding end user's satisfactory performance certificate as per section IX.
  - i) Affidavit as per Section XIX
  - j) Technical Bid along with clause-by-clause technical compliance statement for the quoted goods vis-à-vis the Technical specifications in the tender enquiry (Both online and physical)
- (iii) Price Bid (Only online).

Bidders are requested not to submit the hard copy of Financial Bid along with the physical form of tender. In case the hard copy of financial bid is submitted in physical form, the tender shall be straightway rejected. Also, uploading of the price bid in prequalification bid or technical bid will result in rejection of the tender.

Unless otherwise specified, the tenderers are to submit its tender online and deposit the physical form of tenders in the tender box kept for this purpose at **HLL Lifecare Limited, Procurement and Consultancy Division, B-14 A, Sector-62, Noida-201 307, Uttar Pradesh.**

22.2 The tenderers must ensure that they deposit their tenders not later than the closing time and date specified for submission of tenders. It is the responsibility of the tenderer to ensure that their Tenders whether sent by post or by courier or by person, are dropped in the Tender Box by the specified clearing date and time. In the event of the specified date for physical 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 ignored.

**24. Alteration and Withdrawal of Tender**

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

## **E. TENDER OPENING**

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

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

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

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

**26. Basic Principle**

- 26.1 Tenders will be evaluated on the basis of the terms & conditions already incorporated in the TE document, based on which tenders have been received and the terms, conditions etc. mentioned by

the tenderers in their tenders. No new condition will be brought in while scrutinizing and evaluating the tenders.

## **27. Scrutiny of Tenders**

- 27.1 The Purchaser will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed stamped and whether the Tenders are generally in order.
- 27.2 The Purchaser's determination of a Tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence
- 27.3 Deleted
- 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 meet the basic requirements, are liable to be treated as non-responsive and will be rejected.
- 27.5 The following are some of the important aspects, for which a tender shall be declared non-responsive during the evaluation and will be ignored;
- (i) The bidder has submitted hard copy of financial bid (only online submission price bids are allowed).
  - (ii) Tender validity is shorter than the required period.
  - (iv) Required EMD (Amount, validity etc.)/ exemption documents have not been provided.
  - (v) Tenderer has quoted for goods manufactured by other manufacturer(s) without the required Manufacturer's Authorisation Form as per Section XIV.
  - (vi) Tenderer has not agreed to give the required performance security 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.
  - (vii) Tenderer has not agreed to other essential condition(s) specially incorporated in the tender enquiry like terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law.
  - (viii) Poor/ unsatisfactory past performance.
  - (ix) Tenderers who stand deregistered/banned/blacklisted by any Govt. Authorities.
  - (x) Tenderer is not eligible as per GIT Clauses 5 & 17.1.
  - (xi) Tenderer has not quoted for the entire quantity as specified in the List of Requirements in the quoted schedule.
  - (xii) Tenderer has not agreed for the delivery terms and delivery schedule.

## **28. Minor Infirmary/Irregularity/Non-Conformity**

- 28.1 If during the evaluation, the purchaser find any minor informality and/or irregularity and/or non-conformity in a tender, , the purchaser will convey its observation on such 'minor' issues to the tenderer by registered/speed post/courier/e-mail/fax etc. asking the tenderer to respond by a specified date. If the tenderer does not reply by the specified date or gives evasive reply without clarifying the point 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 tenderer, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless the purchaser feels that the tenderer has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.
- 29.2 If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected; and
- 29.3 If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause 29.1 and 29.2 above.

29.4 If, as per the judgement of the purchaser, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the tenderer by registered / speed post. If the tenderer does not agree to the observation of the purchaser, the tender is liable to be ignored.

**30. Discrepancy between original and copies of Tender**

30.1 In case any discrepancy is observed between the text etc. of the original copy and that in the other copies of the same tender set, the text etc. of the original copy shall prevail. Here also, the purchaser will convey its observation suitably to the tenderer by register / speed post and, if the tenderer does not accept the purchaser's observation, that tender will be liable to be ignored.

**31. Qualification Criteria**

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

**32. Conversion of tender currencies to Indian Rupees**

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

**33. Schedule-wise Evaluation**

Deleted.

**34. Comparison of Tenders**

34.1 Unless mentioned otherwise in Section – III – Special Instructions to Tenderers and Section – VI – List of Requirements, the comparison of the responsive tenders shall be carried out on Delivery Duty Paid (DDP) consignee site basis. The quoted turnkey prices and CMC prices will also be added for comparison/ranking purpose for evaluation. **Net Present value (NPV) of the Comprehensive Annual Maintenance charges (CMC) quoted (for required period as mentioned in the list of requirement) after the warranty period shall be added to the bid price for evaluation and will be calculated at a discounted rate of 10% per year.**

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

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

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

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

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

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

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

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

**37. Contacting the Purchaser**

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

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

**G. AWARD OF CONTRACT**

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

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

**39. Award Criteria**

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

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

40.1 At the time of awarding the contract, the purchaser 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 of to next whole number) without any change in the unit price and other terms & conditions quoted by the tenderer.

40.2 If the quantity has not been increased at the time of the awarding the contract, the purchaser reserves the right to increase by up to twenty five (25) per cent, the quantity of goods and services mentioned in the contract (rounded of 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.

**41. Notification of Award**

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

**42. Issue of Contract**

- 42.1 Promptly after notification of award, the Purchaser/Consignee will mail the contract form (as per Section XVI) duly completed and signed, in duplicate, to the successful tenderer by registered / speed post.
- 42.2 Within twenty one days from the date of the contract, the successful tenderer shall return the original copy of the contract, duly signed and dated, to the Purchaser/Consignee by registered / speed post.
- 42.3 The Purchaser/Consignee reserves the right to issue the Notification of Award consignee wise.

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

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

**44. Return of E M D**

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

**45. Publication of Tender Result**

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

**46. Corrupt or Fraudulent Practices**

- 46.1 It is required by all concerned namely the Consignee/Tenderers/Suppliers etc to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser: -
- (a) defines, for the purposes of this provision, the terms set forth below as follows:
- (i) “corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and
- (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Tenderers (prior to or after Tender submission)

designed to establish Tender prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;

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



## SECTION - III

### SPECIAL INSTRUCTIONS TO TENDERERS (SIT)

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

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

#### Preparation of Tenders

##### Tender currencies

The following items **must be quoted in Indian Rupees only**. There will not be any CDEC issued against these items.

| Tender ID         | Equipment Name   |
|-------------------|--|
| 2014_HFWD_69388_3 | Corneal Topography System                              |
| 2014_HFWD_69388_4 | Accelerated Collagen Cross linker with Appropriate Dye |

##### Submission of Tenders

- (i) The following documents shall be prepared and scanned in different files (in PDF or JPEG format as prescribed) and uploaded during the on-line submission of Proposal. These documents shall also be submitted in '**ORIGINAL**' to HLL Lifecare Ltd before the prescribed date & time for submission of Proposals.
  - a) Demand Draft towards Tender Fee in favour of HLL Lifecare Ltd
  - b) EMD in the prescribed format in favour of HLL Lifecare Ltd
  - c) Technical Data Sheet and original technical literature/ Brochure (if any)
- (ii) All document(s)/ information(s) other than above including the Financial Proposal (i.e. **FORMAT FOR SUBMISSION OF FINANCIAL PROPOSAL**) should be uploaded **online only** in the prescribed format given in the website. No other mode of submission shall be acceptable.
- (iii) The prospective bidders may **scan the documents in low resolution (75 to 100 DPI)** instead of 200 DPI. The documents may be scanned for further lower resolution (if possible). This would reduce the size of the Cover and would be uploaded faster.
- (iv) The prospective bidders may upload Drawing files, if any, in **“.dwf”** format so that the size of document is less. This is a generic format and all software supports this format.
- (v) At the time of cover content creation, the prospective bidders would have to define the document type as **“.rar”** format.
- (vi) The prospective bidders should be asked to zip all the .dwf files to a .rar file and upload it.

**SECTION - IV****GENERAL CONDITIONS OF CONTRACT (GCC)  
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## **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.

All documents submitted physically or uploaded as scanned copies must be self-attested, legible and numbered.

### **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 fifteen (15) days from date of the issue of notification of award by the Purchaser/Consignee, the supplier, shall furnish performance security to the Purchaser/Consignee for an amount equal to ten percent (10%) of the total value of the contract, valid up to sixty (60) days after the date of completion of all contractual obligations by the supplier, including the warranty obligations, initially valid for a period of minimum sixty six (66) months from the date of Notification of Award

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

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

5.3 In the event of any failure /default of the supplier with or without any quantifiable loss to the government including furnishing of consignee wise Bank Guarantee for CMC security as per Proforma in Section XV, the amount of the performance security is liable to be forfeited. The Administration Department may do the needful to cover any failure/default of the supplier with or without any quantifiable loss to the Government.

5.4 In the event of any amendment issued to the contract, the supplier shall, within fifteen (15) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.

5.5 The supplier shall enter into Annual Comprehensive Maintenance Contract as per the 'Contract Form – B' in Section XVI with respective consignees, 3 (three) months prior to the completion of Warranty Period. The CMC will commence from the date of expiry of the Warranty Period.

5.6 Subject to GCC sub – clause 5.3 above, the Purchaser/Consignee will release the Performance Security without any interest to the supplier on completion of the supplier's all contractual obligations including the warranty obligations & after receipt of Consignee wise bank guarantee for CMC security in favour of Head of the Hospital/ Institute/ Medical College of the consignee as per the format in Section XV.

## **6. Technical Specifications and Standards**

6.1 The Goods & Services to be provided by the supplier under this contract shall conform to the technical specifications and quality control parameters mentioned in 'Technical Specification' and 'Quality Control Requirements' under Sections VII and VIII of this document.

## **7. Packing and Marking**

7.1 The packing for the goods to be provided by the supplier should be strong and durable enough to withstand, without limitation, the entire journey during transit 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 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 VII and VIII and in SCC under Section V. 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 VII and VIII and in SCC under Section V, 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 Principal/ Foreign supplier shall also have the equipment inspected by recognised/ reputed agency like SGS, Lloyd, Bureau Veritas, TUV prior to despatch at the supplier's cost and furnish necessary certificate from the said agency in support of their claim.

## **9. Terms of Delivery**

- 9.1 Goods shall be delivered by the supplier in accordance with the terms of delivery and as per the delivery period specified in the schedule of requirement. Please note that the time shall be the essence of the contract.

## **10. Transportation of Goods**

### **10.1 Instructions for transportation of imported goods offered from abroad:**

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

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

### **10.2 Instructions for transportation of domestic goods including goods already imported by the supplier under its own arrangement:**

In case no instruction is provided in this regard in the SCC, the supplier will arrange transportation of the ordered goods as per its own procedure.

## **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:**

- i) in case of supply of domestic goods on Consignee site basis, the supplier shall be responsible till the entire stores contracted for arrival in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured for an amount equal to 110% of the value of the goods from ware house to ware house (consignee site) on all risk basis. The insurance cover shall be obtained by the Supplier and should be valid till 3 months after the receipt of goods by the Consignee.
- ii) in case of supply of the imported goods on CIP Named port of Destination Basis, the additional extended Insurance (local transportation and storage) would be borne by the Supplier from the port of entry to the consignee site for a period including 3 months beyond date of delivery for an amount equal to 110% of the overall expenditure to be incurred by the purchaser from ware house to ware house (consignee site) on all risk basis.

If the equipment is not commissioned and handed over to the consignee within 3 months, the insurance will have to be extended by the supplier at their cost till the successful installation, testing, commissioning and handing over of the goods to the consignee. In case the delay in the installation and commissioning is due to handing over of the site to the supplier by the consignee, such extensions of the insurance will still be done by the supplier, but the insurance extension charges at actuals will be reimbursed.

## **12. Spare parts**

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

- 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 consumables and spares for the goods so that the same are used during warranty and CMC period.

### **13. Incidental services**

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

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

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

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

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

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

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

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

B) For goods imported from abroad

Within 24 hours of despatch, the supplier shall notify the purchaser, consignee, and others concerned if mentioned in the contract, the complete details of despatch and also supply the

following documents to them by registered post / speed post (or as instructed in the contract). Any delay or demurrage occurred during the customs clearance on account of the non-availability of technical support/ clarifications /documents from the supplier shall be borne by the supplier:

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

## 15. Warranty

15.1 The supplier warrants comprehensively that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by the purchaser in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials, manufacturing or workmanship or from any act or omission of the supplier that may develop under normal use of the supplied goods under the conditions prevailing in India.

15.2 The **warranty** shall remain valid for the period as mentioned in the list of requirement/ General Technical specification, after the goods or any portion thereof as the case may be, have been delivered, installed and commissioned at the final destination.

- a. No conditional warranty will be acceptable.
- b. Warranty as well as Comprehensive Maintenance contract will be inclusive of all accessories and Turnkey work and it will also cover the following wherever applicable:-
  - Any kind of motor.
  - Plastic & Glass Parts against any manufacturing defects.
  - All kind of sensors.
  - All kind of coils, probes and transducers.
  - Printers and imagers including laser and thermal printers with all parts.
  - UPS including the replacement of batteries.
  - Air-conditioners
- c. Replacement and repair will be under taken for the defective goods.
- d. Proper marking has to be made for all spares for identification like printing of installation and repair dates.

15.3 In case of any claim arising out of this warranty, the Purchaser/Consignee shall promptly notify the same in writing to the supplier. The period of the warranty will be as per G.C.C clause number 15.2 above irrespective of any other period mentioned elsewhere in the bidding documents.



- 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 If the supplier, having been notified, fails to respond to take action to repair or replace the defect(s) within 8 hours on a 24(hrs) X 7 (days) X 365 (days) basis, the purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the purchaser may have against the supplier.
- 15.7 During Warranty period, the supplier is required to visit at each consignee's site at least once in 6 months commencing from the date of the installation for preventive maintenance of the goods
- 15.8 The Purchaser/Consignee reserve the rights to enter into Annual Comprehensive Maintenance Contract between Consignee and the Supplier for the period as mentioned in Section VII, Technical Specifications after the completion of warranty period.
- 15.9 The supplier along with its Indian Agent and the CMC provider shall ensure continued supply of the spare parts for the machines and equipments supplied by them to the purchaser for 10 years from the date of installation and handing over.
- 15.10 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**

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

**17. Sub Contracts**

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

**18. Modification of contract**

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

f) Any other area(s) of the contract, as felt necessary by the purchaser depending on the merits of the case.

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

## **19. Prices**

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

## **20. Taxes and Duties**

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

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

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

### **21.1 Payment Terms**

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

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

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

##### **a) On delivery:**

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

- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Consignee Receipt Certificate as per Section XVII in original issued by the authorized representative of the consignee;
- (iii) Two copies of packing list identifying contents of each package;
- (iv) Inspection certificate issued by the nominated Inspection agency, if any.
- (v) Insurance Certificate as per GCC Clause 11 and documents also to be submitted for payment of LC confirming that dispatch documents has already been sent to all concerned as per the contract within 24 hours;
- (vi) Certificate of origin.

##### **b) On Acceptance:**

Balance 20% payment would be made against 'Final Acceptance Certificate' as per Section XVIII of goods to be issued by the consignees subject to recoveries, if any, either on account of non-rectification of defects/deficiencies not attended by the Supplier or otherwise. Final acceptance certificate will be released by the consignee on completion of installation,

commissioning, training, successful running of equipment (at least 2-3 weeks) and handing over the equipment to the consignee.

**B) Payment for Imported Goods:**

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

**a) On Shipment:**

Eighty (80)% of the net CIP price (CIP price less Indian Agency commission) of the goods shipped shall be paid through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the supplier in a bank in his country and upon submission of documents specified hereunder:

- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Original and four copies of the negotiable clean, on-board Bill of Lading/ Airway bill, marked freight pre paid and four copies of non-negotiable Bill of Lading/Airway bill;
- (iii) Four Copies of packing list identifying contents of each package;
- (iv) Insurance Certificate as per GCC Clause 11 and documents also to be submitted for payment of LC confirming that dispatch documents has already been sent to all concerned as per the contract within 24 hours;
- (v) Manufacturer's/Supplier's warranty certificate;
- (vi) Inspection certificate issued by the nominated inspection agency, if applicable as per contract;
- (vii) Manufacturer's own factory inspection report and
- (viii) Certificate of origin by the chamber of commerce of the concerned country;
- (ix) Inspection Certificate for the despatched equipment issued by recognized/ reputed agency like SGS, Lloyd, BUREAU VERITAS and TUV prior to despatch.

**b) On Acceptance:**

Balance payment of 20% of net CIP price of goods would be made against 'Final Acceptance Certificate' as per Section XVIII to be issued by the consignees through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the Foreign Principal in a bank in his country, subject to recoveries, if any. Final acceptance certificate will be released by the consignee on completion of installation, commissioning, training, successful running of equipment (at least 2-3 weeks) and handing over the equipment to the consignee.

**c) Payment of Incidental Costs till consignee site & Incidental Services** (including Installation & Commissioning, Supervision, Demonstration and Training) will be paid in Indian Rupees to the Indian Agent on proof of final installation, commission and acceptance of equipment by the consignee.

**d) Payment of Indian Agency Commission:**

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

**C) Payment of Turnkey, if any:**

Turnkey payment will be made as indicated in the relevant Price Schedule (as per prevailing rate of exchange ruling on the date of Contract) and shall not be subject to further escalation/ exchange variation.

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

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

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

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

**22. Delivery**

- 22.1 The supplier shall deliver the goods and perform the services under the contract within the time schedule specified by the Purchaser/Consignee in the List of Requirements and as incorporated in the contract. The time for and the date of delivery of the goods stipulated in the schedule shall be

deemed to be of the essence of the contract and the delivery must be completed not later than the date (s) as specified in the contract.

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

**23. Liquidated damages**

23.1 Subject to GCC clause 26, if the supplier fails to deliver or install /commission any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, the Purchaser/Consignee shall, without prejudice to other rights and remedies available to the Purchaser/Consignee under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of goods, installation, commissioning and/or services until actual delivery or performance subject to a maximum of 10% of the contract price. Once the maximum is reached Purchaser/Consignee may consider termination of the contract as per GCC 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 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, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions,

epidemics, quarantine restrictions, strikes excluding by its employees , lockouts excluding by its management, and freight embargoes.

- 26.3 If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser/Consignee in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the Purchaser/Consignee in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 26.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.
- 26.5 In case due to a Force Majeure event the Purchaser/Consignee is unable to fulfil its contractual commitment and responsibility, the Purchaser/Consignee will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

## **27. Termination for convenience**

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

## **28. Governing language**

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

## **29. Notices**

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

**30. Resolution of disputes**

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

**31. Applicable Law**

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

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

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

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

**33. General/ Miscellaneous Clauses**

- 33.1 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.
- 33.2 Any failure on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- 33.3 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.
- 33.4 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.



- 33.5 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.
- 33.6 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.
- 33.7 All claims regarding indemnity shall survive the termination or expiry of the contract.

**SECTION – V**

**SPECIAL CONDITIONS OF CONTRACT (SCC)**

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

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

**The Warranty and CMC period will be strictly as mentioned in the list of requirement (Section VI, part I) only irrespective of any other period mentioned elsewhere in the tender enquiry. Also, CMC only to be quoted after warranty period instead of AMC mentioned (if any) in the tender specification.**

**SECTION - VI****LIST OF REQUIREMENTS****Part I**

| Sl. no. | Tender ID          | Name of the equipment   | Qty. | Warranty Period | CMC Period |
|---------|--------------------|---|------|-----------------|------------|
| 1       | 2014_HFWD_69388_1  | Phaco Emulsification System   | 2    | 5 years         | 5 years    |
| 2       | 2014_HFWD_69388_2  | Elevation based corneal topography                                  | 1    | 5 years         | 5 years    |
| 3       | 2014_HFWD_69388_3  | Corneal Topography System   | 1    | 5 years         | 5 years    |
| 4       | 2014_HFWD_69388_4  | Accelerated Collagen Cross linker with Appropriate Dye              | 1    | 5 years         | 5 years    |
| 5       | 2014_HFWD_69388_5  | Ultrasound unit with UBM, A and B scan                              | 1    | 5 years         | 5 years    |
| 6       | 2014_HFWD_69388_6  | Low Temperature H <sub>2</sub> O <sub>2</sub> Gas Plasma Sterilizer | 1    | 5 years         | 5 years    |
| 7       | 2014_HFWD_69388_7  | High End Vitrectomy Machine   | 1    | 5 years         | 5 years    |
| 8       | 2014_HFWD_69388_8  | Paediatric Ophthalmic wide field Digital Imaging system             | 1    | 5 years         | 5 years    |
| 9       | 2014_HFWD_69388_9  | Operating Microscope for Ophthalmology                              | 3    | 5 years         | 5 years    |
| 10      | 2014_HFWD_69388_10 | Portable Hand Held/Mounted SD OCT                                   | 1    | 5 years         | 5 years    |
| 11      | 2014_HFWD_69388_11 | Visual Field Analyser   | 2    | 5 years         | 5 years    |
| 12      | 2014_HFWD_69388_12 | Anterior Segment Imaging System                                     | 1    | 5 years         | 5 years    |
| 13      | 2014_HFWD_69388_13 | Trans-scleral Diode Laser for Cyclo-Photo Coagulation               | 1    | 5 years         | 5 years    |
| 14      | 2014_HFWD_69388_14 | Anaesthesia Work Station  | 1    | 5 years         | 5 years    |

**Part II: Required Delivery Schedule:****a) For Indigenous goods or for imported goods if supplied from India:**

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

Installation and commissioning shall be done within two weeks of receipt of the stores/ goods at site or within two weeks of handing over the site for installation, whichever is later.

**b) For Imported goods directly from foreign:**

60 days from the date of opening of L/C. The date of delivery will be the date of Bill of Lading/Airway bill. (Tenderers may quote the earliest delivery period).

Installation and commissioning shall be done within 60 days of receipt of the stores/ goods at site or within 60 days of handing over the site for installation, whichever is later.

For delayed delivery and/ or installation and commissioning liquidated damages will get applied as per GCC clause 23.

**Note:** Indigenous goods or imported goods if supplied from India (offered in INR) which are linked with supply of directly imported goods are to be supplied within the contractual delivery period as stated in para b) above.

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

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

**Part IV:**

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

**Part V:**

Warranty period as per details in general technical specification and as specified in Part I above. Warranty period will be 60 months from the date of installation, commissioning and acceptance or 66 months from the date of last shipment/dispatch, whichever is earlier.

Comprehensive Maintenance Contract (CMC) as per details in Technical Specification as specified in Part I above

**Part VI:**

**Required Terms of Delivery and Destination.**

**a) For Indigenous goods or for imported goods if supplied from India:**

At Consignee Site(s)

**b) For Imported goods directly from abroad:**

The foreign tenderers are required to quote their rates on CIP Named Port of Destination Basis giving breakup of the price as per the Proforma prescribed in the Price Schedule. Purchaser will place the order on CIP Named Port of Destination basis.

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

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

# **Section – VII**

## **Technical Specification**

**Item Sl. No. 1**

**Phaco Emulsification System**

Used in microsurgical fragmentation and aspiration of the musclens and lens matter of the eye:

- 1- Pump- Peristaltic digital pump/inbuilt vacuum based pump ( Venturi system).
- 2- Fluidies- Closed Fluidic system.
  - Maximum vacuum range to more than 500 mm Hg
  - Aspiration>40ccf/mm in peristaltic systems
  - Vacuum and aspiration control linear or panel in peristaltic system
  - Reflux gravity fed/controlled by foot pedal
  - Venting- Fluid venting system
  - Automated 1/V pole>120 cm or manual
- 3- Ultrasound- hand piece with 4-6 quartz crystals to deliver 28-40 k h z frequency for consistent power.
  - Hand piece to be compatible with both straight and bent tips, non linear ultrasound mode of delivery
  - Linear, burst, pulsed modes
  - Micro pulse with pulse shaping technology
  - Micro pulse technology to be available in both continuous made of ultrasound and within pulse mode of ultrasound power system
  - Phaco pulse frequency setting and duty cycle to be adjustable
  - Hand piece to drive programmed duty cycle pulses
  - Shorter, longer pulses and power pulses with adjustable numbers of pulses
  - Occlusion mode may be programme
- 4- Tubing pack option
  - Reusable tubing or cassette to last 25 packs
  - If disposable packs 250 cost be included
- 5- Anterior Vitrectomy probe with variable cutting & maximum cutting rate more than 600 cuts per minutes.
  - Probe to be reusable oscillating/guillotine style and autoclavable
  - Foot pedal control
- 6- Diathermy specification
  - Power adjustment: 5-100% in 5% increments
  - Power: 10 Watts
  - Frequency >35 KHz
  - Unipolar/bipolar
- 7- Display->8" wide colour LCD display of Phaco emulsification power & vacuum rates, torch screen
- 8- Memory- For different surgeon's parameters
- 9- Foot pedal- Programmable detents and side switches
- 10- 30 tips( 30o) to be provides
- 11- Compatible sleeves 100
- 12- Online UPS to be supplied
- 13- FDA/European CE, approved.
- 14- Latest compatible model to be quoted.

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**Item Sl. No. 2**

**ELEVATION BASED CORNEAL TOPOGRAPHY BASED ON SCHEIMPFLUG PHOTOGRAPHY**

Camera digital CCD camera (Single/dual) with scheimpflug system with or without placido system

Light source blue LEDs (475 nm UV-free)

Processor DSP with 400 mil. operations/s

Speed 100 images in 2 seconds (Cornea fine scan)

Dimensions (HxWxD) 535x 280x 360mm

Weight 9kg

Measurement Range

Curvature atleast 4to 36mm

9 to 99dpt

Precision  $\pm 0,1$  D

Reproducibility  $\pm 0,1$  D

Operating distance more than 75mm

**Features**


Scheimplug image

Topography maps of anterior and posterior corneal surfaces

Pachymetry maps

Elevation maps of anterior and posterior corneal surfaces

  
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R. Anand  
Director Professor  
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Prof. JEEVAN K. MITTAL  
Director Professor  
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(N.C.I.)

3D Anterior chamber analysis

Anterior segment tomography

Keratoconus detection and classification topometrically with enhanced displays


Corneal thickness progression analysis for early keratoconus detection

Corneal wavefront and Zernike analysis of total corneal aberrations

Resolution more than 1240\*1020 more than 1.0MPixel

More than 120,000 true elevation points

Provision for more than 2 different 3D scanning modes including 3Dscan in routine,atleast 100 images in a second,multi rotation

  
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**Item Sl. No. 3**

**Corneal Topography System**

Topography system to be based on placido disc technology

Illumination source to be in non-visible infrared (950 nm) range

Minimum placido rings to be more than 20 in number

System to have integrated computer, operating system being windows XP professional

Working distance to be more than 65 mm

Field of view more than 16 mm x 14 mm

Digital camera with 1280 x 1024 pixel resolution

Capture analyses to take at least 15 digital images per second during alignment with automatic software to select highest quality image automatically

Corneal wave front overview with wave front zernike analysis

Automatic pupillometry and HYID (White to white) measurement range being 10.0 to 14 mm resolution 0.1 mm

Dioptric range 14 -90 D

Accuracy  $\pm 0.05$  D, Reproducibility  $\pm 0.1$  D

Pupillometry - Acquired images sistopic & photopic

measurement range 0.5 to 11.00 mm

Resolution 0.1 mm

Views - Axial and tangential curvature

- Elevation
- Irregularity
- Video keratoscopic (Rings, Sistopic, Plotopic)
- Kerotometry
- Refractive power
- Mean curvature
- Corneal wavefront
- Image simulation
- Point spread function
- Modular transfer function

Presentation displays

- Single view
- Overview
- OD/OS comparison
- Difference

- Trend with time
- Custom

Software (applications)

- Corneal analysis software
- Contact lens software

Electric supply

- 100 to 240V, 60 HZ
- Original Motorized table
- Printer

Suitable ON Line UPS with one hour backup to be provided.

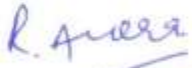
The system should be USFDA and/or European CE approved model.


**Item Sl. No. 4**

**Accerlated collagen cross linker with appropriate dye**

- To reduce the exposure time during CXL by increasing the UV-A exposure.
- To have pulsed or continuous wave illumination with UVA of wavelength not more than 370nm.
- Highest power available upto 45 mw/cm<sup>2</sup>
- Top hot beam profile of UV-A rays with peruse depth of focus .
- To have fixation point and adjustable diaphragm.
- Touch screen programming and operation.
- Wireless control for beam alignment in the X,Y & Z axis.
- To provide compatible 50 vials of riboflavin.
- 100 patient treatment cards & cost of each card to be quoted.

  
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**Item Sl. No. 5**

**Ultrasound unit with UBM, A and B Scan**

Specifications:

Portable, compact, light weight not more than 6 kg

Console with laptop

Facility for A Scan, B Scan and UBM

Real time digital video recording, playback and editing of A, B Scan, UBM.

**A Scan:** Solid probe, immersion or contact

Frequency: 10-13mHz

Probe ocular orientation marking

Automatic detection software

Axial length range measured: 14-40 mm

User selectable for different ultrasonic velocities

IOL formulae fed in eg. Holladay, Hoffer Q, SRK II, SRK/T and Haigis

**B Scan:** Motorized Sector B probe

Frequency : 10, 20 mHz (20 mHz optional)

Sector angle 35-50 degrees

Depth range 43-50 mm from probe tip

Resolution: Axial: 0.15 mm; Lat: 0.2mm

Live zoom with callipers upto 8X

Gain adjustable- 30-114 dB

**UBM:** Motor driven compact probe

Frequency: 35, 50 mHz

Variable scanning field 34 deg (wide) and 20 deg(fast scan)

Display observable angle-18.5 mm wide x14 mm deep

Live zoom upto 8X

High resolution: Axial resolution 40 microns or better;

Lateral resolution 60 microns or better.



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US FDA /European CE certified

Measurements: A Scan profile with 2 markers, dual caliper measurements

Anterior segment biometry ( Cornea thickness, AC depth and lens thickness)

Live zoom with callipers

Wide range of gain and TGC which can be adjusted during or after image capture

Selectable scan setting profiles to optimize image quality

Sulcus to sulcus, angle detail motion picture

**Display:** Screen 17 inches or more

Keyboard, mouse

Memory: 1TB or more

Ram 4GB or above

HDMI( High definition multimedia interface)

Processor: 13 or above

**Printer:** windows compatible printer

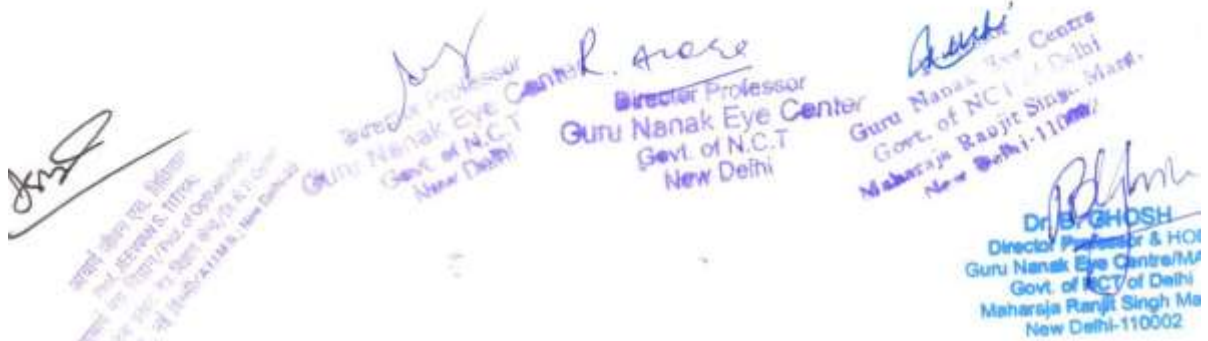
**Operating system:** Microsoft windows 7 or above

Latest model to be quoted

Accessories: 2 sets of cups including pediatric cups

**Justification:** For evaluation of anterior and posterior segment in opaque media and post traumatic cases. For research and documentation.

**Cost:** 30 Lakhs



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**Item Sl. No. 6**

**Technical Specifications for Low temperature H<sub>2</sub>O<sub>2</sub> Gas Plasma Sterilizer**

- 1.The Sterilizer should use Low Temperature H<sub>2</sub>O<sub>2</sub> Gas Plasma for sterilization of instruments.
- 2.Cycle temperature not more than 55degrees C
3. Chamber with usable volume of 100L-120 L
4. Cycle time should be less than 45 minutes, with minimum of two selectable pre programmed sterilization cycles for different types/quantity of lumen and non lumen loads.
5. Sterilizer should be USFDA approved
6. Sterilizer should be recommended in the IFUs of majority of reputed device manufacturers
- 7.Sterilizer should be microprocessor controlled within built monitor to measure the concentration of the sterilant (H<sub>2</sub>O<sub>2</sub>) throughout the cycle.
8. Sterilizer should detect excess moisture thus eliminating chances of contamination due to residual bio burden
9. Sterilizer should use minimum quantity of sterilant (1-5 mL) per cycle to deliver terminal sterilization.
10. Sterilizer should be validated by USFDA approved Biological indicators with 24 hour read out time.
11. Sterilizer should have self diagnostic capability for trouble shooting.
- 12.By products should be non toxic and eco-friendly
- 13.Sterilant (H<sub>2</sub>O<sub>2</sub> > 55-60 %) should be in cassette with leak proof indicator , stored at room temperature
- 14.Sterilizer should provide print out to document the sterilization cycle.
- 15.Sterilizer should operate on single phase 10 A/ 220 V
16. Sterilizer should have accessories like Instrument trays, matching instrument mats, indicator strips/tape, biological indicators, boosters, poly propylene/tyvek paper wraps, sealing machine and incubator.
17. Sterilizer should have service center in India with ready availability of spare parts within 48 hours.
- 18.The technology should be such that it requires no costly engineering instruments for installation.
19. The instrument should not require connection other than an electrical power code
20. The instrument must have microprocessor control and LCD display on the exterior for continuous information of the process indicating cycle stage and elapsed time and controlling and monitoring the sterilization process .
21. It should be equipped with sturdy 4 wheels permitting easy maneuverability.

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22. Should be usable for sterilization of medical devices, ophthalmic instruments
23. Should have removable shelf for keeping big load with single or two microprocessor controlled doors.
24. Training of the OT staff has to be provided on site for satisfactory functioning of the sterilizer.
25. Should provide 5 years comprehensive warranty followed by 5 years comprehensive annual maintenance contract as per rules of Delhi Govt.
26. Only high grade stainless steel material to guarantee high performance and durability of the pressure vessel.
27. Should quote for tender bill of quantity as mentioned below for consumables and making machine fully functional initially on start up for next 1200 cycles ( average 4 cycles per day for minimum 300 working days in a year ) with good shelf life of minimum 12 months.
  - H<sub>2</sub>O<sub>2</sub> sterilant 59 %- prefilled double sealed Bar coded for good validity. Cassette or cup for 1200 cycles
  - Chemical indicator strips ( for putting inside single item packs ) = 24,000 strips
  - Chemical indicator marked record keeper ( tyvek card ) ( for putting inside large pack of many items ) = 1200 cards
  - Biological Indicator ( validation in 24 hours and US FDA approved) Vials = 1200
  - Packaging rolls ( with Dupont Tyvek )
  - Poly Propylene sterilization wrap sheets = 2400 sheets
  - Printer paper and printer ink cartridges minimum 2 each.
28. Rates of all consumables to be also mentioned with validity for 2 years for future purchase by the users as and when required
29. Demonstration is a must.

  
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**Item Sl. No. 7**


**Specifications for High End Vitrectomy Machine**

|                       |  |
|-----------------------|--|
| <b>Cutter</b>         | <ul style="list-style-type: none"> <li>• Should have at least 5000 cuts/minutes</li> <li>• Should have 3-D Technology for simultaneous control of cut rate and vacuum.</li> <li>• Option of 3 different duty cycles should be provided at each cut rate.</li> </ul>  |
| <b>Vacuum</b>         | <ul style="list-style-type: none"> <li>• Venturi pump with ability to achieve vacuum upto 600 mmhg through a cassette system .</li> </ul>  |
| <b>IOP control</b>    | <ul style="list-style-type: none"> <li>• Should have the capacity to maintain a stable infusion pressure.</li> </ul>   |
| <b>Illumination</b>   | <ul style="list-style-type: none"> <li>• Dual port Xenon illumination system.</li> <li>• Should be able to adjust the illumination according to the gauge of endo-illuminator being used.</li> </ul>   |
| <b>Endolaser</b>      | <ul style="list-style-type: none"> <li>• Should have an integrated Endolaser</li> <li>• 532 nm endophotocoagulation facility</li> <li>• Dual port should be available with facility to switch from Endolaser to LIO mode.</li> <li>• Surgeon and assistant safety filter to be provided, adaptable to the current microscope models.</li> </ul>  |
| <b>Other Features</b> | <ul style="list-style-type: none"> <li>• Should have the capacity to support 23G and 25G vitrectomy.</li> <li>• Should have vented Gas forced infusion.</li> <li>• Automated Silicon Oil injection and removal facility.</li> <li>• Auto fluid air exchange.</li> <li>• Auto Gas fill option ( C3F8 and SF6)</li> <li>• Fully programmable footswitch with facility to change modes through footswitch.</li> <li>• Diathermy ( Retinal)</li> <li>• Facility to toggle between a regular infusion pressure and higher alternate pressure (to achieve temponade effect) with footswitch.</li> <li>• Extrusion of subretinal fluid.</li> <li>• Voice reconfirmation.</li> <li>• Programmability to store various parameters.</li> <li>• Linear, Pulse, burst and 3D modes for Phaco.</li> <li>• Phacofragmentation with ultrasound hand piece.</li> <li>• Phaco system integrated with the vitrectomy machine with the following features:             <ol style="list-style-type: none"> <li>a. Facility to use variety of phacotips like Kelman, ABS &amp; microtips.</li> <li>b. Linear, Pulse, burst and 3D modes should be available.</li> </ol> </li> <li>*European CE or FDA approved.</li> <li>*Inbuilt or external, noiseless compressor must be provided.</li> <li>*Latest model to be quoted.</li> </ul> |

Other Accessories to be quoted



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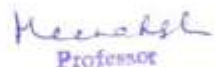
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The following accessories are to be provided for years supply. They must be also quoted and rates to be provided inclusive of them:

- VGFI Tubings-30
- Vitreotomy cutters, high speed 23G-24.
- Trocar and cannula 23G, with infusion cannula- 12 sets
- Endoilluminator 23G-12
- Cassettes-12, if required.
- Silicone oil injection and removal cannula 23G-30
- Gas autofill injection cannula-4
- Diathermy tips and cords 23G-4
- Spare bulbs for Endoilluminator-12
- Phacofragmentation tips-2
- Phacoemulsification tips, sleeves, cassettes and tubings-20
- Phacoemulsification handpiece-2
- Irrigation and aspiration handpiece and tubings-50
- Online UPS to be provided
- Any other consumables item which may be needed to be replaced in one year period.
- Endolaser probes- 23G- straight-10  
Agnled-10
- Surgeon and assisted Safety filter-1
- Indirect Ophthalmoscope and 20 D lens-1

  
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**Item Sl. No. 8**

**Technical specifications for Paediatric Ophthalmic wide field digital imaging system**

Neonatal and paediatric ophthalmic wide field digital imaging system with photo documentation capability for use for immediate assessment of retina/angle structures/anterior chamber and external eye.

Wide field fundus imaging upto 130 degrees with option for high magnification of central fundus images

Option for image capture of angle structures and anterior chamber

Option for flat field portrait image capture for external eye images

Option for image storage digitally with capability of images to be tracked longitudinally over time

Option for image annotation i.e lines/circles etc. to be drawn over the captured image

Option for portable with lockable castors

Option for facility for FFA ( fundus fluorescein angiography) and its documentation

Capture of full high resolution colour images with provision for side by side image comparison

High resolution display monitor

Option for video recording

In video recording preferably option for frame by frame review after capture

Option for still images to be extracted from video recording

Foot control

Battery back up essential / along with UPS

Colour Printer --- for both text and photos

Hand piece for capture of images in prone position

220-240 voltage compatibility with power cord

Windows compatible software

European CE /US FDA approved

Latest model to be quoted

Warranty as per Delhi Govt rules

  
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**Item Sl. No. 9**

**SPECIFICATION FOR SURGICAL OPERATING MICROSCOPE FOR OPHTHALMOLOGY**

**MICROSCOPE:**

- Compact microscope body with high quality & complete apochromatic Optics with 1:6 zoom ratio. Magnification factor 0.4X to 2.4X.
- Focusing range 50mm, Objective lens f= 200mm, 65mm diameter.
- Binocular tube: Tilttable tube with integrated image inverter without any external attachment.
- Eyepices: 10X with +8D to-5 D compensator.
- Deepview: Depth of field management system for optimal depth perception & maximum light transmission.

**ILLUMINATION :**

- Stereo Coaxial Illumination system for unique detail recognition, high contrast & stability of Red reflex even with strongly pigmented decentered and ametropic eye.
- Retina Protection Device (must) and contrast enhancement aperture.
- Integrated 408nm UV barrier filter/ Blue blocking filter/ fluorescence filter.

**X Y COUPLING:**

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**R. Anand**  
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- Motorized foot controlled X-Y coupling with automatic re-centering and X-Y inversion facility. X-Y Range should be at least 60mm x 60mm adjustable range.

**SUSPENSION SYSTEM:**

- 14 function wireless foot control, Motorized foot controlled Zoom and focus with re-centering of focussing position through foot control.
- High quality floor stands with long spring balance suspension arm with effective length of 1Metre or more having load bearing capacity of atleast 14Kg or More.
- Stand should have touch screen LCD display with programming facility for setting the speed of XY, Zoom and focus, Foot Pedal.
- Stand should have cold light fiber Optic illumination 12v 100w Halogen lamp with in built lamp housing with two lamps, with automatic Lamp changeover facility.

**CCTV ATTACHMENT:**

- 3CCD Camera with camera control unit, control unit should be integrated in the in the floor stand. Video & analog through the stand with laptop.

The image shows three handwritten signatures and their corresponding printed names and titles. The first signature is in blue ink, followed by the printed name 'Guru Nanak Eye Centre Govt. of N.C.T. New Delhi'. The second signature is in blue ink, followed by the printed name 'Guru Nanak Eye Centre Govt. of N.C.T. of Delhi' and 'Maharaja Rajjit Singh Marg New Delhi 110012'. The third signature is in blue ink, followed by the printed name 'Guru Nanak Eye Centre Govt. of N.C.T. New Delhi'.

**Item Sl. No. 10**

**Technical specification for portable hand held/mounted (on a portable stand ) SD OCT for use in paediatric cases**

Computerised SD OCT –non contact optical imaging /scans of optic disc , retina , RNFL,cornea and angle

Cornea and angle lens to be included

Wide field of view of retina

Fast imaging with upto 25-30A scans/ sec

3-5 micron axial resolution

15-20 micron lateral resolution

Scan depth up to at least 2-3 mm

Wavelength 840 +/-10 nm

Live video and enface imaging

Capable of acquiring scans through 2.5 -3 mm pupil

Software for change / OU analysis

Pre programmed and modifiable scan protocols

LCD display / optional laptop configuration

Option for addition of a surgical mount for intra-operative imaging

Portable

Lightweight hand held or mounted probe ( on a mobile stand ),for use in upright and supine patients under anaesthesia

Mobile cart /Stand and cable

Motorised focussing

220-240 voltage compatibility

Power backup /UPS

European CE/USFDA certified


Latest model to be quoted

  
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Warranty as per Delhi Govt. Rules  
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Director  
NCT of Delhi  
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Director  
NCT of Delhi  
New Delhi

  
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**Item Sl. No. 11**

**SPECIFICATION FOR FULL FIELD VISUAL FIELD ANALYSER**

- High quality goldman standard Imported automated full field perimetre with bowl size 30cm.Computer monitor should be inbuilt with the perimetre.Clinically validated normative databases(FDA approved).
- Maximim intensity 10,000Asb,Bowl illumination 31.5Asb
- USB drive ,Internal hard disk drive integrated with the perimetre.
- Stimulation duration 200ms,wavelenth Broad band visible light
- Stimulus/Background colour White on White,
- Maximum temporal range 90Deg.Suitable for central 30 as well as full field testing
- Central field test patterns 30-2,24-2,10-2,Macula
- Peripheral field test pattern 60-4,Nasal Step
- Thresold test strtegies full thresold,Fast Pac,SITA,SITA Fast,SITA Standard
- Future upgradation to SWAP and SITA SWAP
- Screening field test P-60,FF-80,FF-120,FF-240,Nasal Step for periphery .
- Screening test strategies Two zone,Three Zone and Quantify Defects
- Custom Test,Guided or Glaucoma Progression Analysis software module(with Visual field index) .
- VFI(Visual Field index)
- Stimulus Size I-V as per goldmann standards
- Glaucoma hemifield test,Heijl –Krakau blind spot monitor
- Video eye monitoring,Trial Lens Holder,
- Touch screen on CRT as well as Keyboard & Mouse
- European / CE approved
- Motorised chinrest, Motorised table with Laser Jet Printer
- Online UPS
- Warranty clause as per Delhi govt rules

  
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**Item Sl. No. 12**

**ANTERIOR SEGMENT IMAGING SYSTEM**

**For imaging of anterior segment of eye**

- **Illumination laser source**      **Long wavelength 1,310nm  
Super luminescent LED**
  
- **Scan types**                      **Range 16×6mm  
Line scans 256 A scans per line  
sampling**
  
- **Anterior segment signal**      **Dual**
- **Global pachymetry**              **Range 10mm×3mm  
16 line scan patterns  
>2000 major points**
  
- **High resolution corneal imaging**      **10mm×3mm 512 A scans  
p    line sampling**
  
- **Image mode**                      **Range 16mm×6mm (standard)  
10mm×3 mm (high  
resolution)**
  
- **Optical resolution**              **Axial 18mm,transverse (centre)-  
60 micrometers**
  
- **Software modules**              **Refractive ,redo corneal tools**
  
- **Computer**                      **Windows XP professional  
3.0GHz Pentium 1V/1 GB memory  
with integrated 15 inch flat panel display or higher model and  
appropriate power backup**

  
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**Item Sl. No. 13**

**TRANSCLERAL DIODE LASER Cyclophotocoagulation**

Glaucoma Services

- a. Console (Qty 1)
  - Sold state semiconductor diode laser
  - Wave length 810 nm , He Ne aiming beam
  - Inbuilt cooling
  - Power requirement ; 100-240 VAC/ 50-60 Hz
  - Output: 50-3000mw power,
  - 0.01- 5.0 sec exposure time duration
  - 0.1-1.0 sec (repeat interval)

Along with

- B. **G probe** , capable of withstanding upto 3000 mW power ,  
spot size 550 microns at tip .....Qty 5
- C. Slit lamp adapter for Iridex/ Zeiss /PSO/ Topcon slit lamp .....Qty 1
- D. Iridex/ Zeiss /PSO/ Topcon slit lamp..... Qty 1
- E. US FDA/ European CE approved.
- F. On line UPS to be provided.
- G. Warranty clause as per Delhi Govt. rules.

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**Item Sl. No. 14**

**Technical Specification for Anaesthesia Work stations**

**A. General Specifications**

1. Should be a completely integrated system with components like anaesthesia machine, ventilator, CO2 absorber, anaesthetic agent vaporisers, monitor and anaesthesia record keeping solution all from same single manufacturer.
2. Should have provision for delivery of Oxygen, Nitrous Oxide and medical air with pressure gauges.
3. Should have provision for connecting central gas supply for Oxygen, Nitrous Oxide and medical air and pin indexed cylinders for Oxygen and Nitrous Oxide.
4. Should have provision to attach at least one cylinder each for Oxygen and Nitrous Oxide at the back.
5. Should have separate digital display for cylinder and pipeline gas pressure.
6. Should have electronic control and mixing of gas flows.
7. Delivery of Oxygen and Nitrous Oxide should be linked to ensure minimum of 25% Oxygen delivery at all times to avoid delivery of hypoxic mixture. Lever based anti - hypoxic device will not be accepted.
8. Electronic gas mixing should have fast mixer response time.
9. Unlockable Oxygen flush button to deliver Oxygen flow of upto approximately 40 l/min
10. Should have back bar compatible with easy attachment of ISO pin type vaporisers.
11. Should have active anaesthetic gas scavenging system (AGSS).
12. Should have a top shelf and a table top to keep drugs and equipments.
13. Should have castor wheels which should be lockable, durable and moisture resistant.
14. Should have at least one deep drawer,
15. Should be compact, ergonomic and easy to use and maintain.
16. Machine should have at least 50 min battery backup time.
17. Handle on side for easy positioning and castor locking.
18. Graphic and numerical display of the respiratory parameters like gas flow, airway pressure, inspired and expired Oxygen, Nitrous Oxide and anaesthetic agent vapour on a TFT screen not less than 12" size.
19. Should be US FDA approved product.

**B. Safety features should include:**

1. Pneumatic / Electronic Hypoxic guard to ensure minimum delivery of 25% Oxygen with an Oxygen failure alarm.
2. Automatic Nitrous Oxide cut off in case of Oxygen failure.
3. Backup Oxygen control with independent flow meter in case of electronic failure.
4. On switching on the machine, automatic machine check should be prompted.
5. User should be able to bypass automatic machine check in case of emergency.
6. Should have adjustable pressure limiting valve.
7. The work station should be capable of delivering of low and minimal flow anaesthesia

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29/8/14  
(Dr. R. N. Saxena)

29/8/14  
(Dr. J. S. Dahi)

29/8/14  
(Dr. V. C. Verma)

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- even at 350 ml of total fresh gas to reduce anaesthetic agent consumption.
- 8. Should have permanent Oxygen sensor (paramagnetic type).
- 9. Breathing system should have breathing gas warming facility.
- 10. Should have fully autoclavable CO2 absorbent canisters and bellows.
- 11. The CO2 absorbent canisters should be easy to mount on and dismount from the workstation.

**C. Vaporiser specifications:**

- 1. Vaporisers should be new generation (Tec 7 or equivalent), Temperature, pressure and flow compensated (preferably digital).
- 2. Should provide keyed filler based isoflurane and sevoflurane vaporisers.
- 3. The anaesthesia machine should provide desflurane compensation.
- 4. Should be easy to mount and dismount from the back bar.
- 5. Should have ISO pin type (Selectatec) back bar mount.
- 6. Vaporisers should be maintenance free and calibration free for lifetime.

**D. Integrated ventilator specifications:**

- 1. Should be integrated with the anaesthesia delivery system.
- 2. Should have tidal volume range from 20ml to 1400ml.
- 3. Should be able to set TV, FIO2, RR and I:E ratio.
- 4. Shall have at least the following modes: VCV, PCV, SIMV.
- 5. Ventilator should monitor and display integrated Oxygen monitoring, inspired and expired volumes, airway pressure waveform, Flow waveform and spirometry loops.
- 6. Ventilator should have inspiratory pause, flow trigger 0.5-15 lpm.
- 7. Ventilator should have flow of upto 100 liters per minute in PCV mode.
- 8. Ventilator should provide all user alarms.
- 9. Ventilator should provide fresh gas decoupling/ compensation and compliance Compensation.

**E. Integrated monitoring system:**

- 1. Patient monitor system should be a modular type and capable of monitoring adult, paediatric and neonatal patient parameters. Should be from the same manufacturer as the anaesthesia system/ machine.
- 2. Monitor should have minimum 19" touchscreen colour flat panel display.
- 3. Should be capable of simultaneous display of 12 traces.
- 4. Facility to monitor: ECG, NIBP, SpO2 (Nelcor/ Massimo), Respiration, two temperatures, respiratory gas monitoring, anaesthetic depth monitoring (BIS).
- 5. ECG should have capability for 5/6 and 10 lead monitoring and should have built in arrhythmia monitoring on all 12 leads.
- 6. Should have inbuilt ST segment analysis and arrhythmia detection with alarms for all the leads.

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7. Respiration analysis should be available with cardio vascular artefact filter.
8. Alarm parameter should flash red in the presence of high priority alarms (e.g. noisy signal etc).
9. 48 hours trend data should be displayed.
10. On screen keyboard for entering this data is preferable should have USB ports to connect mouse, keyboard.
11. Audio visual and graded alarming system specially for oxygen saturation should be preferably available.
12. Alarm limit status (ON/OFF) must be indicated on screen for each parameter and actual parameter alarm setting must be displayed on screen when alarms are on.
13. Position of the displayed waveforms must be user configurable.
14. Wave form colour changing should be user configurable.
15. Preferably should have hemodynamic, oxygenation and ventilation calculation package .
16. Detailed anaesthesia and vital signs- patient data recording facility should be available.
17. Ventilator data like waveforms for gas flow, airway pressure, anaesthetic agent, EtCO2, Oxygen trends display should be available on the patient monitor.
18. Ready to run web based application like PACS/HIS/RIS/LIS etc. should be available on the same monitor screen as a standard feature.

**F. Environmental factors:**

1. Safe disposal system: active anaesthetic gas scavenging system should be in place.
2. Should have no interference with use of electro cautery.
3. The unit shall be capable of being stored continuously in ambient temperature of 0-50° C and relative humidity of 15-90%.
4. The unit shall be capable of operating continuously in ambient temperature of 100-40°C and relative humidity of 15-90%.
5. Accessories, Software, hardware components, server required to meet the compliance mentioned should be quoted.
6. Shall meet IEC-60601-1-2:2001 (or equivalent BIS) general requirement of safety for electromagnetic compatibility or should comply with 89/366/EEC:EMC directive.
7. Shall meet the safety requirements as per IEC 60601-2-27:1994-medical electrical equipment particular requirements for the safety of electrocardiographic monitoring equipment.
8. Manufacturer supplier should have ISO certification for quality standards.

**G. Power supply :**

1. Power input to be 220-240V AC, 50 HZ fitted with Indian plug.
2. Voltage corrector stabilizer of appropriate ratings meeting ISI specification (input 160-260 v and output 220-240 v and 50 Hz) UPS of suitable rating shall be supplied for

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minimum 1 hour backup time for the entire system.

**H. Documentation :**

1. User manual in English.
2. Service manual in English.
3. List of equipments available for providing calibration and routine maintenance support as per manufacturer documentation in service technical manual.
4. List of important spare parts and accessories with their part number and costing.

**SCOPE OF SUPPLY:**

Anaesthesia workstation should be supplied with:

1. Modules for monitoring ECG (10 Lead), NIBP, Anaesthetic depth (BIS), SpO2, Temperature, Respiratory/ Anaesthetic gas monitoring –one number each (and to be supplied free of cost during whole warranty and CMC period as and when required)
2. Matching suitable cables for modules for monitoring ECG (10 Lead), NIBP, Anaesthetic depth (BIS), SpO2, Temperature, Respiratory/Anaesthetic gas monitoring – 2 number each
3. NIBP cuffs: all available sizes i.e. Total 10 (neonatal-2 ,Paediatric-3, Small Adult-2, Large Adult-2, Extra Large-1 )
4. Anaesthetic depth monitor (BIS)- 50 nos of disposable sensors.
5. SpO2 probe with sensors for adult patients – 2 Nos
6. SpO2 probe with sensors for paediatric patients –2 nos and for neonatal patients-1 nos
7. Temperature: skin/ surface and nasopharyngeal probes – 1 number each i.e. total 2 nos.
8. Respiratory gas monitoring: complete side stream monitoring set with sampling lines – 50 nos.
9. Flow sensors- 2 Nos initially and to be supplied free of cost during whole warranty and CMC period as and when required.
10. Oxygen Sensors (Permanent)- 1 (and to be supplied free of cost during whole warranty and CMC period as and when required).
11. Integrated CO2 absorbent canister- One number
12. Reusable autoclavable silicon circuits with catheter mount and right angle connector for adult patients – two numbers
13. Reusable autoclavable silicon circuits with catheter mount and right angle connector for paediatric patients – two numbers
14. Bains Circuit (Disposable)-5
15. Jackson Rees Circuit (Disposable)-5
16. Disposable adult size circuits for close system with catheter mounts and right angle connector-10 numbers
17. Disposable paediatric size circuits for close system with catheter mounts and right angle connector –25 numbers
18. Reusable, transparent Face masks all available sizes suitable for neonates to large adults- size- 00-1, 0- 2 , 1-2, 2-2, 3-2, 4-1 i.e. Total 10 nos

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19. Pin Index yokes for O2 & N2O- one number each
20. Colour coded Gas hoses along with appropriate connectors for all three gases i.e. Oxygen, Nitrous Oxide and Medical Air- one number each.
21. Integrated Anaesthesia ventilator- One number
22. Isoflourane Vaporiser-One Number
23. Sevoflourane Vaporiser- One number
24. Reusable bags for manual ventilation 0.5 l -(two), 1l -(two), 2l -(one) Total 5 nos

**ANNUAL SUPPLY IN 2<sup>ND</sup> ,3<sup>RD</sup> ,4<sup>TH</sup> AND 5<sup>TH</sup> YEAR AFTER INSTALLATION**

1. Matching suitable cables for modules for monitoring ECG (10 Lead), NIBP, Anaesthetic depth (BIS), SpO2, , Temperature, Respiratory/Anaesthetic gas monitoring -1 number each
2. Cable for module for monitoring ECG (5 Lead)-1
3. NIBP cuffs: Total 5 nos(size as per requirement)
4. Anaesthetic depth monitor (BIS)- 25 nos of disposable sensors.
5. Temperature: skin/ surface and nasopharyngeal probes - 1 number each i.e. total 2nos.
6. SpO2 probe with sensor for adult patients - 1 Nos
7. SpO2 probe with sensors for neonatal -1, pediatric -1 patients i.e. total 2 Nos
8. Respiratory gas monitoring: complete side stream monitoring set with sampling lines - 50 nos.
9. Reusable autoclavable silicon circuits with catheter mount and right angle connector for paediatric patients - one number
10. Bains Circuit (Disposable)-5
11. Jackson Rees Circuit (Disposable)-5
12. Disposable adult size circuits for close system with catheter mounts and right angle connector- 5 numbers
13. Disposable paediatric size circuits for close system with catheter mounts and right angle connector- 20 numbers
14. Reusable transparent Face masks for neonates to large adults- total 5 numbers (size as per requirement)
15. Reusable bags for manual ventilation- 3nos.(size as per requirement)

N.B.

The rates of all the above consumables/non-consumables and accessories and those parts that are NOT covered in warranty and CMC should be quoted separately for repurchase.

Bidder will be required to demonstrate the quoted product along with all accessories before the technical committee, failure to demonstrate will result in outright rejection of the bid.

1. IMPORTANT INSTRUCTIONS:

1.1 It shall be responsibility of the supplier to meet all the statutory requirements and to take approvals of the Competent Authorities for import and installation of the equipment / spares etc.

1.2 All information in the tender document must be supported by original product data sheets. Computer generated data sheets shall not be accepted.

1.3 All information asked for must be provided in the compliance statement under the heading given above. The vendors shall submit point-wise compliance statement in regard to the specifications asked for in the tender and should mention corresponding page numbers matching with the technical details in the compliance statement and the technical brochure – reciprocally.

1.4 All the equipments/ accessories/ software offered against this tender should have approval of the regulatory/ Standardization board of the country of origin of the equipments for the intended use. It shall be the responsibility of the supplier to meet all the local statutory requirements and to take approvals of the Competent Authorities for import and installation of the equipment/spares etc.

1.5 Supplier must ensure the availability of 'expertise service' and maintenance in New Delhi. Availability of spare parts and repair for the next 10 years must be ensured.

1.6 Application Specialist should be available for on-site training and for training of the medical and technical staff of the Institute as and when required.

1.7 The bidder should quote a single cost in the price bid comprising of the cost of the following for the basis of L1 i.e.

- a) Cost of main equipment
- b) Scope of supply
- c) Annual supply in 2<sup>ND</sup> ,3<sup>RD</sup> ,4<sup>TH</sup> and 5<sup>TH</sup> years
- d) Cost of CMC for 6<sup>th</sup>, 7<sup>th</sup>, 8<sup>th</sup>, 9<sup>th</sup> and 10 th years

1.8 Payment of a) and b) in point No. 1.7 above shall be released after satisfactory installation of the equipment. The payment for c) and d) in the point No. 1.7 above will be made on an annual basis as and when it accrues.

2. SUPPLIERS BACKGROUND:

2.1 The bid shall be submitted directly by the Principals or by a Distributor who must be in the business of supply, installation and maintenance of anaesthesia workstations from the same Principals for more than three years continuously at the time of quoting this tender. The Principals must have world-wide base of installations of such equipment including at least two installations in reputed medical institutions in India with a functional track record of over 2 years.

2.2 The Principals / Distributor must be having a clean track record of performance and service without having been punished in any form by any Government Institution or statutory bodies for non-performance, failing to meet commitments, any unfair trade

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practices or for failing to meet statutory obligations etc. during the preceding five years.

3. INSTALLATION:

- 3.1 Installation shall be free of cost and shall be the responsibility of the supplier.
- 3.2 All accessories, including batteries, hoses and filters etc. as necessary for complete, smooth and breakdown-free functioning of the entire system and shall be the responsibility of the supplier.

4. SPARES :

- 4.1 The supplier shall commit in writing to maintain regular supply of essential consumables, software upgradations and spares for smooth performance of the equipment without any interruption on this account for next 10 years at least.
- 4.2 The separate price list of all spares (Consumables and Non-consumables) and accessories (Including minor) required for maintenance and repairs in future after guarantee/warranty period must be attached/enclosed along with the sealed quotation failing which their bids are liable to be rejected.
- 4.3 If any spares & accessories other than the price list attached/enclosed by the firm are required for future repair it will be borne by the firm only.
- 4.4 The rates of these items (Consumables, Non-consumables and Accessories) shall not increase till the next five years. However, if there is a drop in the rates of any of these items, the benefits of the same shall be passed to the Institute immediately by the supplier. An unambiguous commitment in writing for the same shall be submitted by the Supplier while submitting his bid against this tender.

5. AFTER SALE SERVICE:

- 5.1 The supplier shall provide complete on-site training to all the staff of the department. A factory-trained service engineer well versed to handle and maintain the equipment shall be available within 6 hours of the call, whenever needed.
- 5.2 The supplier shall give a commitment for 98% uptime of the equipment, calculated on annual basis, with penalty equivalent to double the amount of daily cost of the unit for each day's delay's in proper functioning of the unit beyond 2% downtime per annum (calculated on the basis of the total cost of the AT divided by the total life span of the equipment taken as equivalent to 3000 working days), subject to minimum penalty of Rs. One thousand per day for the extra down time period of more than 7 days in a given calendar year. That means a total 7 (seven) days of downtime shall be permitted in a span of every 12 months, without invoking the penalty clause.
- 5.3 The supplier shall provide Bank guarantee valid for five years for the 10% amount of the final price negotiated for the order. The bank guarantee shall be released after obtaining satisfactory completion report from the user after the 5 years guarantee period. Fresh Bank Guarantee (10% of equipment cost) shall be submitted separately for CMC from 6th to 10th year. Penalty, if any, arising out of the higher downtime of more than 7 days per year, shall be deducted from this amount before releasing the

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## GENERAL TECHNICAL SPECIFICATIONS

### GENERAL POINTS:

1. Warranty:

- a) Five years Comprehensive Warranty as per Conditions of Contract of the TE document for complete equipment (including Batteries for UPS, other vacuumatic parts wherever applicable) from the date of installation, commissioning and Turnkey Work from the date of satisfactory installation, commissioning, trial run & handing over of equipment to Hospital/Institution/Medical College.
- b) 95% up time Warranty of complete equipment with extension of Warranty period by double the downtime period on 24 (hrs) X 7 (days) X 365 (days) basis.
- c) All software updates 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/Medical College on 24 (hrs) X 7 (days) X 365 (days) basis. Complaints should be attended properly, maximum within 8 hrs. The service should be provided directly by Tenderer/Indian Agent. Undertaking by the Principals that the spares for the equipment shall be available for at least 10 years from the date of supply.

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 equipment (including Batteries for UPS, other vacuumatic parts wherever applicable) and Turnkey (if any). The supplier shall visit each consignee site as recommended in the manufacturer's technical/ service /operational manual, 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 be added for Ranking/Evaluation purpose. The same will be taken at Net Present Value with a 10% discounting factor each year.
- 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 95% 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.



**Turnkey:**

Turnkey is indicated in the technical specification of the respective items, wherever required. The Tenderer shall examine the existing site where the equipment is to be installed, in consultation with HOD of Hospital/Institution/Medical College concerned. Turnkey details of each Hospital/Institution/Medical College are given at the end of Technical Specification. The Tenderer to quote prices indicating break-up of prices of the Machine and Turnkey Job of each Hospital/Institution/Medical College. The Turnkey costs may be quoted in Indian Rupee will be added for Ranking Purpose.

The taxes to be paid extra, to be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such duties and taxes and no claim for the same will be entertained later.

The Turnkey Work should completely comply with AERB requirement, if any.

**Note 1:** Tenderer's attention is drawn to GIT clause 18 and GIT sub-clause 11.1 A (iii). The tenderer is to provide the required details, information, confirmations, etc. accordingly failing which it's tender is liable to be ignored.

**Note 2:** General: Bidders are requested to make sure that they should attach the list of equipment for carrying out routine and preventive maintenance wherever asked for and should make sure that Electrical Safety Analyzer/ Tester for Medical equipment 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 equipment. If the Electrical Safety Analyzer/Tester is not available they should provide a commitment to get the equipment checked for electrical safety compliance with Electronic Regional Test Labs / Electronics Test and Development Centres across the country on every preventive maintenance call.

**Note 3:** OPTIONAL ITEMS: Bidders are requested to quote for all the available options as asked in the bidding document with reasonable pricing. However the pricing for optional items will not be considered for price comparison for ranking purpose. If the firm has not quoted for any optional item (except the items of turnkey) their offer will be treated as TECHNICALLY RESPONSIVE if otherwise meeting the specification.

**Note 4:** Supplier should provide adequate training of personnel and supply only non-locked open software and standard interface interoperability conditions for networked equipment in hospital management information system (HMIS)

**Note 5:** Training shall be given to the doctors, nurses, operators with proper training material, adequate operating manual & preliminary troubleshooting.

## **Section – VIII**

### **Quality Control Requirements**

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

Tender Reference No.

Date of opening

Time

Name and address of the Tenderer:

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

- 01 Name of the manufacturer
  - a. full postal address
  - b. full address of the premises
  - c. telegraphic address
  - d. telex number
  - e. telephone number
  - f. fax number
  
- 02 Plant and machinery details
- 03 Manufacturing process details
- 04 Monthly (single shift) production capacity of goods quoted for
  - a. normal
  - b. maximum
  
- 05 Total annual turn-over (value in Rupees)
- 06 Quality control arrangement details
  - a. for incoming materials and bought-out components
  - b. for process control
  - c. for final product evaluation
- 07 Test certificate held
  - a. . type test
  - b. . BIS/ISO certification
  - c. . any other
- 08 Details of staff
  - a. technical
  - b. skilled
  - c. unskilled

**Signature and seal of the Tenderer**

## Section – IX Qualification Criteria

01. **Status:** The Bidder should be a Manufacturer or its authorized Agent.
02. **Turnover:** Eligible Bidders should have an average annual turnover of Rs. 2.0 Cr in the consecutive past three financial years (2011-12, 2012-13, 2013-14).
03. **Minimum Work of Similar Nature:**
- i. Eligible bidders for Modular OT should have in the past five years ending 31st March 2014 successfully completed similar project for Modular OT works in India.
    - a. One single order of similar nature of project for a minimum value of Rs. 2.56 Cr.  
*or*
    - b. Two single orders of similar nature of project for minimum value of Rs. 1.60 Cr each.  
*or*
    - c. Three single orders of similar nature of project for minimum value of Rs. 1.28 Cr.
  - ii. Eligible bidders for Integration & Data Management System for Modular OT should have in the past five years ending 31st March 2014 successfully completed similar project for Integration & Data Management System for Modular OT works in India.
    - a. One single order of similar nature of project for a minimum value of Rs. 1.44 Cr.  
*or*
    - b. Two single orders of similar nature of project for minimum value of Rs. 0.90 Cr each.  
*or*
    - c. Three single orders of similar nature of project for minimum value of Rs. 0.72 Cr.
- The copies of order(s) alongwith the completion certificate(s) from end user(s) indicating that the specified work have been completed, shall be submitted.
04. **Solvency Certificate:** Eligible bidders should submit a solvency certificate of not less than Rs. 1.5 Cr. from a Nationalized / Scheduled bank. In case of a foreign bidder the solvency certificate may be submitted from a branch of a foreign bank having banking operations in India.
05. **Office in India:-** The bidder must have office/offices in India at the time of submitting bid. Proof of having office in India must be submitted along with the bid.
06. **Financial Status:** Eligible Bidders should not have incurred any loss in more than one year during the last three years ending 31<sup>st</sup> March 2014. Audited Profit & Loss account and Balance Sheet (duly notarized copies) for the immediate last three consecutive financial years should be submitted along with the bid.
07. **Manufacturer Authorization:** Eligible bidders should submit a mandatory letter of authority from the Foreign Principal / Manufacturer, mentioning country of origin with name of manufacturing company for major products quoted by them.

**Note:**

1. The tenderer shall give an affidavit as per Section XIX of tender enquiry.
2. In support of 3(i) and/or 3(ii) as the case may be, the Tenderer shall furnish Performance statement in the enclosed Proforma 'A'.

The manufacturer ( Tenderer) / Indian Agent shall furnish Satisfactory Completion Certificate in respect of above, duly translated in English and duly notarized in the country of origin, alongwith the tender.

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

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

(For the period of last five years)

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

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

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

Name and address of the Tenderer : \_\_\_\_\_

Name and address of the manufacturer : \_\_\_\_\_

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

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

**Signature and seal of the Tenderer**

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

**Section – X**  
**TENDER FORM**

Date \_\_\_\_\_

To \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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**(Signature with date)**

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

**SECTION – XI PRICE SCHEDULE****A) PRICE SCHEDULE FOR DOMESTIC GOODS OR GOODS OF FOREIGN ORIGIN LOCATED WITHIN INDIA**

| 1       | 2                          | 3                 | 4               | 5  |                                    |   |   |  |   |   | 6   |
|---------|----------------------------|-------------------|-----------------|--|------------------------------------|---|---|--|---|---|---|
| Sl. No. | Brief Description of Goods | Country of Origin | Quantity (Nos.) | Price per unit (Rs.)   |                                    |   |   |  |   |   | Total Price (at Consignee Site) basis (Rs.)<br><br>4 x 5(g) |
|         |                            |                   |                 | Ex - factory/ Ex - warehouse /Ex-showroom /Off - the shelf (a) | Packing and Forwarding charges (b) | Excise Duty (if any) [%age & value] (c) | Sales Tax/ VAT(if any) [%age & value] (d) | Transportation, Insurance for a period including 3 months beyond date of delivery, loading/ unloading and Incidental costs till consignee's site (e) | Incidental Services (including Installation & Commissioning, Supervision, Demonstration and Training) at the Consignee's site (f) | Unit Price (at Consignee Site) basis (g) =a+b+c+d+e+f |   |
|         |                            |                   |                 |  |                                    |   |   |  |   |   |   |

Total Tender price in Rupees: \_\_\_\_\_

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 Annual CMC after warranty shall be quoted separately as per Section – XI – Price Schedule C

Name \_\_\_\_\_

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

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

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

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

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

**B) PRICE SCHEDULE FOR GOODS TO BE IMPORTED FROM ABROAD**

| 1       | 2                          | 3                 | 4               | 5   |  |  |   |  | 6   |
|---------|----------------------------|-------------------|-----------------|---|--|--|---|--|---|
| Sl. No. | Brief Description of Goods | Country of Origin | Quantity (Nos.) | Price per unit (Currency)                       |  |  |   |  | Total price on CIP Named Port of Destination + Insurance (local transportation and storage)<br><br>4X 5 (e) |
|         |                            |                   |                 | FOB price at port/ airport of Lading<br><br>(a) | Freight & Insurance (port of loading to port of entry) and other Incidental costs<br><br>(b) | Incidental Services (including Installation & Commissioning, Supervision, Demonstration and Training) at the Consignee's site<br><br>(c) | Extended Insurance (local transportation and storage) from port of entry to the consignee site for a period including 3 months beyond date of delivery**<br><br>(d) | Unit Price on CIP Named Port of Destination + Extended Insurance (local transportation and storage)<br><br>(e) = a+b+c+d |   |
|         |                            |                   |                 |   |  |  |   |  |   |

\*\* To be paid in Indian Currency (Rs.)

Total Tender price in foreign currency: \_\_\_\_\_

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 Annual CMC after warranty shall be quoted separately as per Section – XI – Price Schedule C
3. The Tenderer will be fully responsible for the safe arrival of the goods at the named port of entry in good condition as per terms of CIP as per INCOTERMS, if applicable
4. Custom duty @ 11.76% and 2% C&F charges will be added to the CIP price to arrive at the DDP price for evaluation purpose.

**Indian Agent:**

**Indian Agency Commission (included in FOB price) - \_\_\_\_% of FOB**

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

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

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

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

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

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

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



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

| 1       | 2                          | 3           | 4  |                 |                 |                 |                 | 5  |
|---------|----------------------------|-------------|--|-----------------|-----------------|-----------------|-----------------|--|
| Sl. No. | BRIEF DESCRIPTION OF GOODS | Qty. (Nos.) | Annual Comprehensive Maintenance Contract Cost for Each Unit year wise*. |                 |                 |                 |                 | Total Annual Comprehensive Maintenance Contract Cost for 5 Years<br>[3 x (4a+4b+4c+4d+4e)] |
|         |                            |             | 1 <sup>st</sup>  | 2 <sup>nd</sup> | 3 <sup>rd</sup> | 4 <sup>th</sup> | 5 <sup>th</sup> |  |
|         |                            |             | a  | b               | c               | d               | e               |  |
|         |                            |             |  |                 |                 |                 |                 |  |
|         |                            |             |  |                 |                 |                 |                 |  |

\* After completion of Warranty period

**NOTE:-**

1. In case of discrepancy between unit price and total prices, THE UNIT PRICE shall prevail.
2. 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 5 years on yearly basis for complete equipment and Turnkey (if any).
3. 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.
4. Cost of CMC offered will be added (at a discounted rate of 10% per year) for Ranking/Evaluation purpose.
5. The payment of CMC will be made as per clause GCC clause 21.1 (D).
6. 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.
7. All software updates should be provided free of cost during CMC period.
8. The stipulations in Technical Specification will supersede above provisions
9. The supplier shall keep sufficient stock of spares required during Annual Comprehensive Maintenance Contract period. In case the spares are required to be imported, it would be the responsibility of the supplier to import and get them custom cleared and pay all necessary duties.

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

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

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

**D) PRICE SCHEDULE FOR TURNKEY**

| <b>Sl. No.</b> | <b>BRIEF TURNKEY DESCRIPTION OF GOODS</b> | <b>CONSIGNEE CODE</b> | <b>Turnkey price</b> |
|----------------|---|-----------------------|----------------------|
|                |   |                       |                      |
|                |   |                       |                      |
|                |   |                       |                      |
|                |   |                       |                      |

**Note: -**

1. The cost of Turnkey as per Technical Specification (Section VII) may be quoted on lump sum 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.
2. Cost of Turnkey will be added for Ranking/Evaluation purpose.
3. The payment of Turnkey will be made as per clause GCC clause 21.1 (c).
4. The stipulations in Technical Specification will supersede above provisions

Name \_\_\_\_\_

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

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

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

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

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

**SECTION – XII  
QUESTIONNAIRE**

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

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

**SECTION – XIII**

**BANK GUARANTEE FORM FOR EMD**

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

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

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

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

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

.....  
Name and designation of the officer

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

**SECTION – XIV**

**MANUFACTURER’S AUTHORISATION FORM**

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

Dear Sir,

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

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

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

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

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

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

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

Yours faithfully,

[*Signature with date, name and designation*]

for and on behalf of Messrs \_\_\_\_\_

[*Name & address of the manufacturers*]

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

**SECTION – XV**

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

The Dean/ Director/ Medical Superintendent  
(*in the name of concerned Institution with its address*)

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 66 (sixty six) months from the date of Notification of Award i.e. up to ----- (indicate date)

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

.....  
Name and designation of the officer

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

**SECTION – XVI**

**CONTRACT FORM - A**

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

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

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

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

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

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

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

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

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

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

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

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

- (ii) Delivery schedule
- (iii) Details of Performance Security
- (iv) Quality Control
  - (a) Mode(s), stage(s) and place(s) of conducting inspections and tests.
  - (b) Designation and address of purchaser's inspecting officer
- (v) Destination and despatch instructions
- (vi) Consignee, including port consignee, if any

- 6. Warranty clause
- 7. Payment terms
- 8. Paying authority

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

Received and accepted this contract

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

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

(Name and address of the supplier)

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

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

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



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

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

(Address of Head of Hospital)  
And \_\_\_\_\_

(Name & Address of the Supplier)

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

In continuation to the above referred contract

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

| 1<br>Schedule No. | 2<br>BRIEF DESCRIPTION OF GOODS | 3<br>QUANTITY. (Nos.) | 4<br>Annual Comprehensive Maintenance Contract Cost for Each Unit year wise*. |                 |                 |                 |                 | 5<br>Total Annual Comprehensive Maintenance Contract Cost for 5 Years [3 x (4a+4b+4c+4d+4e)] |
|-------------------|---------------------------------|-----------------------|---|-----------------|-----------------|-----------------|-----------------|--|
|                   |                                 |                       | 1 <sup>st</sup>   | 2 <sup>nd</sup> | 3 <sup>rd</sup> | 4 <sup>th</sup> | 5 <sup>th</sup> |  |
|                   |                                 |                       | a   | b               | c               | d               | e               |  |
|                   |                                 |                       |   |                 |                 |                 |                 |  |

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

- b) The CMC commence from the date of expiry of all obligations under Warranty i.e. from \_\_\_\_\_ (date of expiry of Warranty) and will expire on \_\_\_\_\_ (date of expiry of CMC)
- c) The cost of Annual Comprehensive Maintenance Contract (CMC) which includes preventive maintenance, labour and spares, after satisfactory completion of Warranty period may be quoted for next 5 years as contained in the above referred contract on yearly basis for complete equipment (including X ray tubes, Helium for MRI, Batteries for UPS, other vacuumatic parts, \_\_\_\_\_ & \_\_\_\_\_) and Turnkey (if any).
- d) There will be 98% uptime warranty during CMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CMC period by double the downtime period.
- e) During CMC period, the supplier shall visit at each consignee's site for preventive maintenance including testing and calibration as per the manufacturer's service/ technical/ operational manual. The supplier shall visit each consignee site as recommended in the manufacturer's manual, but at least once in 6 months commencing from the date of the successful completion of warranty period for preventive maintenance of the goods.
- f) All software updates should be provided free of cost during CMC.
- g) The bank guarantee valid till \_\_\_\_\_ [(fill the date) 2 months after expiry of entire CMC period] for an amount of Rs. \_\_\_\_\_ [(fill amount) equivalent to 2.5 % of the cost of the equipment as per contract] shall be furnished in the prescribed format given in

Section XV of the TE document, along with the signed copy of Annual CMC within a period of 21 (twenty one) days of issue of Annual CMC failing which the proceeds of Performance Security shall be payable to the Purchaser/Consignee.

- h) If there is any lapse in the performance of the CMC as per contract, the proceeds Annual CMC bank guarantee for an amount of Rs. \_\_\_\_\_ (equivalent to 2.5 % of the cost of the equipment as per contract) shall be payable to the Consignee.
- i) **Payment terms:** The payment of Annual CMC will be made against the bills raised to the consignee by the supplier on six monthly basis after satisfactory completion of said period, duly certified by the HOD concerned. The payment will be made in Indian Rupees.
- j) **Paying authority:** \_\_\_\_\_ (name of the consignee i.e. Hospital authorised official)

\_\_\_\_\_  
(Signature, name and address  
of Hospital 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 – 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) Counter Signed by Director/MS/Dean  
of the concerned Hospital/Institute : \_\_\_\_\_
- 10) 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/Transporters: \_\_\_\_\_
- (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 |
|---------|---------------------|----------|------------------------|
|         |                     |          |                        |

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:

- a) He has not adhered to the time schedule specified in the contract in dispatching the documents/ drawings pursuant to ‘Technical Specifications’.
- b) 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).

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

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

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

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

(Signature)

(Name)

(Designation with stamp)

*(Counter Signed by Director/MS/Dean of the concerned Hospital/Institute)*

**## Explanatory notes for filling up the certificate:**

- i) He has adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to 'Technical Specification'.
- ii) 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).
- iii) Training of personnel has been done by the supplier as specified in the contract.
- iv) In the event of documents/drawings having not been supplied or installation and commissioning of the equipment(s)/plant(s) having been delayed on account of the supplier, the extent of delay should always be mentioned in clear terms.

**SECTION – XIX**

**AFFIDAVIT/UNDERTAKING**

I/ We have read and understood the instructions and the terms and conditions contained in the document. I/We accordingly accept all terms and conditions of the tender enquiry document including the essential conditions specially incorporated in the tender enquiry like terms of terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law. I/ We confirm that we do not stand deregistered/banned/blacklisted by any Govt. Authorities. I/ We do hereby declare that the information furnished/ uploaded is correct to the best of my/our knowledge and belief.I/ We hereby certify thatthe prices offered by us in this tender is not higher than the prices we had offered to any other Govt. of India Organisation(s)/PSU(s) during the last one year and shall provide the justification for reasonableness of our offered price whenever asked during evaluation of our submitted bid. I/ We also hereby certify that if at any time, information furnished by us is proved to be false or incorrect; I/ We are liable for any action as deemed fit by the purchaser in addition to forfeiture of the earnest money.

**Date:**

**(Signature of the bidder)**

NAME & ADDRESS OF THE BIDDER

NOTE: To be submitted on non-judicial stamp paper of Rs. 10/- duly certified by Public Notary

## **SECTION – XX**

### **CHECKLIST**

| <b>Sl No.</b> | <b>Description</b>   |
|---------------|--|
| 1. a.         | Have you enclosed EMD of required amount for the quoted schedules?   |
| b.            | In case EMD is furnished in the form of Bank Guarantee, has it been furnished as per Section XIII?   |
| c.            | In case Bank Guarantee is furnished, have you kept its validity of 165 days from Techno Commercial Tender Opening date as per clause 19 of GIT?              |
| 2.            | Have you enclosed duly filled Tender Form as per format in Section X?  |
| 3.            | Are you a SSI unit, if yes have you enclosed certificate of registration issued by Directorate of Industries/NSIC  |
| 4. 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?  |
| 5. a.         | Have you submitted satisfactory performance certificate as per the Proforma for performance statement in Sec. IX of TE document in respect of all orders?    |
| b.            | Have you submitted copy of the order(s) and end user certificate?  |
| 6.            | Have you submitted manufacturer's authorization as per Section XIV?  |
| 7.            | Have you submitted prices of goods, turnkey (if any), CMC etc. in the Price Schedule as per Section XI?  |
| 8.            | Have you kept validity of 120 days from the Techno Commercial Tender Opening date as per the TE document?  |
| 9. a.         | In case of Indian Tenderer, have you furnished Income Tax Account No. as allotted by the Income Tax Department of Government of India?                       |
| b.            | In case of Foreign Tenderer, have you furnished Income Tax Account No. of your Indian Agent as allotted by the Income Tax Department of Government of India? |
| 10.           | Have you intimated the name and full address of your Banker (s) along with your Account Number   |
| 11.           | Have you fully accepted payment terms as per TE document?  |
| 12.           | Have you fully accepted delivery period as per TE document?  |
| 13.           | Have you submitted the certificate of incorporation?   |

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| <b>Sl No.</b> | <b>Description</b>   |
|---------------|--|
| 14.           | Have you accepted the warranty and CMC as per TE document?   |
| 15.           | Have you accepted terms and conditions of TE document?   |
| 16.           | Have you furnished documents establishing your eligibility & qualification criteria as per TE documents?                             |
| 17            | Have you furnished Annual Report (Balance Sheet and Profit & Loss Account) for last three years prior to the date of Tender opening? |

**N.B.**

- (i) The Tenderer may go through the checklist and ensure that all the documents/confirmations listed above are enclosed in the tender.
- (ii) It is the responsibility of tendered to go through the TE document to ensure furnishing all required documents in addition to above, if any.



**Section – XXI****Consignee**

| <b>Consignee Code</b> | <b>Medical Institutions</b> | <b>Contact Address.</b>  | <b>AirPort</b> | <b>Sea Port / Dry Port</b> |
|-----------------------|-----------------------------|--|----------------|----------------------------|
| GNEC                  | Guru Nanak Eye Centre       | The Director<br>Guru Nanak Eye Centre<br>Maharaja Ranjeet Singh Marg,<br>New Delhi – 110002<br>Phone - 011 2323 4612 | NEW<br>DELHI   | NEW<br>DELHI               |

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