

# **TENDER ENQUIRY DOCUMENT**

FOR PURCHASE OF  
MEDICAL EQUIPMENT  
FOR INSTITUTIONS GETTING UPGRADED  
UNDER PMSSY PHASE III

On behalf of  
**GOVT. OF INDIA**

**MINISTRY OF HEALTH & FAMILY WELFARE**  
**HITES/PCD/PMSSY-III/22/PAED/17-18**

*Through*



## **HLL INFRA TECH SERVICES LIMITED**

(Subsidiary of HLL Lifecare Ltd., a Govt. of India Enterprise)

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## SECTION I

## NOTICE INVITING TENDER (NIT)

Tender Enquiry No.: HITES/PCD/PMSSY-III/22/PAED/17-18

Dated: 04.12.2017

- (1) Procurement & Consultancy Services Division of **HLL Infra Tech Services Limited (HITES)**, a fully owned subsidiary of HLL Lifecare Ltd. (HLL), for and on behalf of Govt. of India, Ministry of Health & Family Welfare, invites sealed tenders, from eligible and qualified tenderers for supply of Medical Equipment in department of **PAEDIATRIC SURGERY** to various Medical Colleges/ Institutes mentioned in this Tender Enquiry Document which are getting upgraded to super-specialities under Pradhan Mantri Swasthya Suraksha Yojna (PMSSY) Phase III:

Sl No	RFx No	Equipments	Quantity	Tender Processing Fee (INR)	EMD (INR)
1	3000002450	Air Oxygen blender	4	590	8000
2	3000002451	Bubble CPAP Machine	5	590	60000
3	3000002452	Pediatric Open Surgical Instruments	8	1180	320000
4	3000002453	Surgical instruments for fine surgery	4	1180	160000
5	3000002454	Irradiance Meter for phototherapy	4	590	8000
6	3000002455	OAE Machine	2	590	28000
7	3000002456	Open Care System	12	1180	192000
8	3000002457	OT Table - (Paediatric)	8	3540	560000
9	3000002458	LED Phototherapy Unit	9	590	9000
10	3000002459	Resuscitation Equipment	2	590	2000
11	3000002460	Transcutaneous Bilirubin Analyzer	4	590	32000
12	3000002461	Transport Incubator with ventilator	9	3540	450000
13	3000002462	Paediatric Urodynamic System with anorectal/Esophageal manometry facility	10	1180	400000
14	3000002463	Ventilator Neonatal with HFO	13	3540	650000
15	3000002464	Cystoscope and Resectoscope - Paediatric	7	1180	280000
16	3000002465	Laproscope set Paediatric	12	3540	600000
17	3000002466	Paediatric neuroendoscope	2	590	80000
18	3000002467	Paediatric Rigid Bronchoscope & Oesophagoscope	7	1180	280000
19	3000002468	Paediatric URS	3	590	60000
20	3000002469	PCNL set paediatric	2	590	80000
21	3000002470	Endovision camera System	12	3540	600000

**Note:** Tender processing Fee is inclusive of GST @18% (Our GSTIN: 09AADCH4882R1ZP)

- (2) Tender timeline:

Sl. No.	Description	Schedule
a.	Last date for receipt of Pre-bid queries	11.12.2017,06.00 PM

Sl. No.	Description	Schedule
b.	Pre-bid meeting date, time	13.12.2017, 11:00 AM
d.	Closing date & time for submission of online bids	09.01.2018, 12:00 PM
c.	Closing date & time for submission of <b>tender processing fee and EMD in physical form*</b>	09.01.2018, 02:00 PM
e.	Time and date of opening of online bids	09.01.2018, 02:30 PM
f.	Venue for :- <ul style="list-style-type: none"> <li>• Submission of tender processing fee, EMD in physical form.</li> <li>• Tender Opening-Tech Bid</li> </ul>	HLL Infra Tech Services Limited, Procurement & Consultancy Services Division, B-14 A, Sector-62, Noida-201307

\* Bidders have to submit Original Bank Instruments for tender processing fee and EMD within the above mentioned date and time

### **SPECIFIC Instructions for e-Tender Participation:-**

3. Bidders should have valid Class 3-B Digital Signature Certificate with encryption.
4. Bidders are requested to read the bidders help document on e-tender web site link before proceeding for bidding.
5. The prospective bidders have to register with the E-procurement system of HLL at <https://etender.lifecarehll.com/irj/portal>. On completion of the registration process, the bidders will be provided user ID and password within 48 hours (excluding non-working days). In order to submit the bids electronically, bidders are required to have a valid Class 3-B Digital Signature Certificate (signing and encryption/ decryption certificates).
6. Post receipt of User ID & Password, Bidders can log on for downloading & uploading tender document.
7. The tenderers shall submit Tender Processing Fee and EMD in physical form at the scheduled time and venue.
8. Tenderer may download the tender enquiry documents from the web site [www.hllhites.com](http://www.hllhites.com) or [www.lifecarehll.com](http://www.lifecarehll.com) or [www.eprocure.gov.in/cppp](http://www.eprocure.gov.in/cppp) or <https://etender.lifecarehll.com/irj/portal>.
9. The bidders shall submit the required Tender Processing Fee (in form of Demand Draft or Banker's Cheque) and EMD (as per GIT clause no. 19.3) in physical form in favour of 'HLL Infra Tech Services Limited' at the scheduled time and venue. **Tender processing Fee is required from all the bidders irrespective of their registration with NSIC or any other Govt. Organisation.**
10. All the tender related documents to be scanned in .pdf format with lower resolution and 100% readability and submitted online. The bidders shall not submit any other documents in physical form other than the documents mentioned at point no 9 above.
11. Prospective bidders may send their queries 02 (two) days before the pre-bid meeting so that they can be studied and addressed during pre-bid meeting. Query can also be raised during pre-bid meeting. No queries/ representations will be entertained after pre-bid meeting
12. All prospective tenderers may attend the Pre Tender meeting. The venue, date and time indicated above.
13. Tenderers shall ensure that their tenders, complete in all respects, are submitted **online through HLL's e-portal (as described above) ONLY. No DEVIATION is acceptable.**

14. Bidders may simulate bid submission (technical & financial) at least one week in advance of the bid submission deadline. No clarifications/troubleshooting regarding any problems being faced during online bid submission shall be entertained in the last week of bid submission

**IMPORTANT NOTE:-**

**Tender Processing Fee and EMD** (as applicable) should be deposited within the scheduled date & time in the Tender Box located at:

**HLL Infra Tech Services Limited,  
Procurement and Consultancy Division,  
B-14 A, Sector-62, Noida-201307, Uttar Pradesh**

**CEO  
HLL Infra Tech Services Limited**

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

#### 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) “RR” means Railway Receipt
- (xix) “BL” means Bill of Lading
- (xx) “FOB” means Free on Board
- (xxi) “FCA” means Free Carrier
- (xxii) “FOR” means Free On Rail
- (xxiii) “CIF” means Cost, Insurance and Freight
- (xxiv) “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.
- (xxv) “DDP” means Delivery Duty Paid named place of destination (consignee site)
- (xxvi) “INCOTERMS” means International Commercial Terms as on the date of Tender Opening
- (xxvii) ”MOH&FW” means Ministry of Health & Family Welfare, Government of India
- (xxviii) “Dte. GHS” means Directorate General and Health Services, MOH&FW.
- (xxix) “CMC” means Comprehensive maintenance Contract (labour, spare and preventive maintenance)
- (xxx) “RT” means Re-Tender.
- (xxxix) “GST” means Goods and Services Tax

## 2. Introduction

- 2.1 The Purchaser has issued these TE documents for purchase of goods and related services on behalf of MoHFW, Govt of India as mentioned in Section – VI – “List of Requirements”, which also indicates, *inter alia*, the required delivery schedule, terms and place of delivery.
- 2.2 This section (Section II - “General Instruction Tenderers”) provides the relevant information as well as instructions to assist the prospective bidders in preparation and submission of bids. 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, etc. contained in the TE documents. Failure to provide and/or comply with the required information, instructions etc. incorporated in these TE documents may result in rejection of its tender.

## 3. Availability of Funds

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

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

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

#### **5. Eligible Tenderers**

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

#### **6. Eligible Goods and Services**

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

#### **7. Tendering Expense**

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

### **B. e-TENDER ENQUIRY DOCUMENTS**

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

- 8.1 In addition to Section I – “Notice inviting e-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 – 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 writing by registered/speed post or by fax/telex/e-mail, to all prospective tenderers, who have received the TE documents and will be binding on them.  
 9.3 In order to provide reasonable time to the prospective tenderers to take necessary action in preparing their tenders as per the amendment, the purchaser may, at its discretion extend the deadline for the submission of tenders and other allied time frames, which are linked with that deadline.

## 10. Clarification of TE documents

- 10.1 A tenderer requiring any clarification or elucidation on any issue of the TE documents may take up the same with the purchaser in writing on their letter head duly signed and scanned through email to [pcd@hllhites.com](mailto:pcd@hllhites.com) and [bmenoida@hllhites.com](mailto:bmenoida@hllhites.com). The purchaser will respond to such request provided the same is received by the purchaser **within the due date mentioned in the NIT. Any queries/ representations received later shall not be taken into cognizance.**

## C. PREPARATION OF e-TENDERS

### 11. Documents comprising the e-Tender

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

#### Note:

- (i) The Tender Processing Fee and EMD, in favor of HLL Infra Tech Services Ltd, are to be submitted in physical form as per Section - I, Notice Inviting Tender, of this tender enquiry.
- (ii) The bidders have to follow the steps listed in *Bidding Manual – Attachment Mode* available in the *Bidder Help Documents* of e-tender portal login screen for uploading the Techno-Commercial Bid.

**A) Details of Technical Tender (Un priced Tender)**

**Bidders shall furnish the following information along with technical tender:.**

- i) Techno-Commercial Bid in excel format provided with the tender enquiry
- ii) Earnest money Deposit (EMD) furnished in accordance with GIT clause 19.1 alternatively, documentary evidence as per GIT clause 19.2 for claiming exemption from payment of earnest money.
- iii) Tender Form as per Section X (without indicating any prices).
- iv) 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.
- v) Tenderer/Agent who quotes for goods manufactured by other manufacturer shall furnish Manufacturer's Authorization **strictly as per the prescribed format (Section - XIV)**.
- vi) Power of Attorney issued by Competent Authority in favour of the person **who is digitally signing/ uploading the tender(s)**.
- vii) 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.
- viii) Performance Statement as per section IX along with relevant copies of orders and end users' satisfaction certificate.
- ix) Price Schedule(s) as per Section XI filled up with all the details including Make, Model etc. of the goods offered with prices blank (without indicating any prices).
  - x) Certificate of Incorporation.
  - xi) Self-Attested copies of VAT registration certificate and PAN Card.
  - xii) Non conviction /no pending conviction certification issued by Notary on judicial stamp paper for preceding three years.
  - xiii) Self-Attested copies of quality certificates i.e. US FDA /CE Certificate issued by competent authority, if applicable.
  - xiv) Documentary evidence stating the status of bidder.
  - xv) List of procurement agencies of repute to which the tendered product have been supplied during last 12 months.
  - xvi) Self-attested copies of annual report, audited balance sheet and profit & loss account for preceding three years from the date of tender opening.
  - xvii) Notarized affidavit that tenderer does not have any relation with the person authorized to evaluate technically or involve in finalizing the tender or will decide the use of tendered items.
  - xviii) A self-declaration on Rs. 10/- non-judicial Stamp Paper that the rates quoted in the tender are the lowest and not quoted less than this to any Government Institution (State/Central/ other Institute in India).
  - xix) **Copies of original product catalogues / data sheet must be enclosed of all quoted items.**

**B) Price Bid:**

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

**Note:**

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

- (ii) It is the responsibility of bidder to go through the TE document to ensure furnishing all required documents in addition to above, if any.
- (iii) The bidders have to follow the steps listed in *Bidding Manual – Attachment Mode* available in the *Bidder Help Documents* of e-tender portal login screen for uploading the Price Bid.

- 11.2 A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrant that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.
- 11.3 A tender, which does not fulfill any of the above requirements and/or give evasive information/reply against any such requirement, shall be liable to be ignored.
- 11.4 Tender sent by fax/telex/cable shall be ignored.

## **12. Tender currencies**

- 12.1 The tenderer supplying indigenous goods or already imported goods shall quote only in Indian Rupees (INR). A tenderer quoting imported goods located within India shall produce documentary evidence of the goods having been imported and already located within India, in case their bid is found to be the lowest one after opening of price bid.
- 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 Japanese Yen. As regards price(s) for allied services, if any required with the goods, the same shall be quoted in Indian Rupees only (INR), 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 currency may not be accepted and are liable to be ignored.

## **13 Tender Prices**

- 13.1 The Tenderer shall indicate on the Price Schedule provided under Section XI all the specified components of prices shown therein including the unit prices and total tender prices of the goods and services it proposes to supply against the requirement. All the columns shown in the price schedule should be filled up as required.
- 13.2 If there is more than one schedule in the List of Requirements, the tenderer has the option to submit its quotation for any one or more schedules. 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, Custom Duty and/or GST 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 taxes and duties including Custom duty and/or GST, 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), Loading & Unloading etc. 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 Site Modification Work (if any), as mentioned in List of Requirements, Technical Specification and Price Schedule.
- 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) Price of goods quoted CIP (name port of destination) in India as indicated in the List of Requirements, Price Schedule and Consignee List
- c) The charges for Insurance (local transportation and storage), custom clearance, forwarding and handling 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. 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 charges for Incidental Services, as in the List of Requirements and Price Schedule;
- e) The prices of Site Modification Work ( 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.

### 13.5 **Additional information and instruction on Duties and Taxes:**

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

13.5.2 Deleted

13.5.3 Deleted

### 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.

#### 13.5.6 **Goods and Services Tax (GST) :**

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

- 13.6 For transportation of imported goods offered from abroad, relevant instructions as incorporated under GCC Clause 10 shall be followed.
- 13.7 For insurance of goods to be supplied, relevant instructions as provided under GCC Clause 11 shall be followed.
- 13.8 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) As per the Compulsory Enlistment Scheme of the Department of Expenditure, Ministry of Finance, it is compulsory for Indian agents, who desire to quote directly on behalf of their foreign principals, to get themselves enlisted with the Central Purchase Organization (eg. DGS&D).
  - b) The complete name and address of the Indian Agent and its permanent income tax account number as allotted by the Indian Income Tax authority.
  - c) The details of the services to be rendered by the agent for the subject requirement.
  - d) Details of Service outlets in India, nearest to the consignee(s), to render services during Warranty and CMC period.
  - e) 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).
  - f) Principal's/Manufacturer's original Proforma Invoice with the price bid

#### 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. Bidders are

requested to quote BOQ wise unit price (**uniform unit prices must be quoted for same BOQ items across India**) and total price. If a firm quotes NIL Charges/ consideration, the bid shall be treated as unresponsive and will not be considered

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

## 17 Documents Establishing Tenderer's Eligibility and Qualifications

- 17.1 Pursuant to GIT clause 11, the tenderer shall furnish, as part of its tender, relevant details and documents establishing its eligibility to quote and its qualifications to perform the contract if its tender is accepted.
- 17.2 The documentary evidence needed to establish the tenderer's qualifications shall fulfil the following requirements:
  - a) in case the tenderer offers to supply goods, which are manufactured by some other firm, the tenderer has been duly authorised by the goods manufacturer to quote for and supply the goods to the purchaser. The tenderer shall submit the manufacturer's authorization letter to this effect as per the standard form provided under Section XIV in this document.
  - b) the tenderer has the required financial, technical and production capability necessary to perform the contract and, further, it meets the qualification criteria incorporated in the Section IX in these documents.
  - c) in case the tenderer is not doing business in India, it is duly represented by an agent stationed in India fully equipped and able to carry out the required contractual functions and duties of the supplier including after sale service, maintenance & repair etc. of the goods in question, stocking of spare parts and fast moving components and other obligations, if any, specified in the conditions of contract and/or technical specifications.
  - d) in case the tenderer is an Indian agent/authorized representative quoting on behalf of a foreign manufacturer for the **restricted item**, the Indian agent/authorized representative is already enlisted under the Compulsory Enlistment Scheme of Ministry of Finance, Govt. of India, operated through Directorate General of Supplies & Disposals (DGS&D), New Delhi.

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

- 18.1 The tenderer shall provide in its tender the required as well as the relevant documents like technical data, literature, drawings etc. to establish that the goods and services offered in the tender fully conform to the goods and services specified by the purchaser in the TE documents. For this purpose the tenderer shall also provide a clause-by-clause commentary on the technical specifications and other technical details incorporated by the purchaser in the TE documents to establish technical responsiveness of the goods and services offered in its tender.
- 18.2 In case there is any variation and/or deviation between the goods & services prescribed by the purchaser and that offered by the tenderer, the tenderer shall list out the same in a chart form without ambiguity and provide the same along with its tender.
- 18.3 If a tenderer furnishes wrong and/or 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. Vague stipulations in the Registration Certificate such as "to customers' specification", etc. will not be acceptable for exemption from furnishing of earnest money. 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) Fixed Deposit Receipt
  - iii) Banker's cheque and
  - iv) Bank Guarantee
- 19.4 The demand draft or banker's cheque or Fixed Deposit Receipt shall be drawn on any scheduled commercial bank in India or country of the tenderer, in favour of the "**HLL Infra Tech Services Limited**" payable at New Delhi. In case of bank guarantee, the same is to be provided from any scheduled 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 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. Digital Signing of Tender

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

## D. SUBMISSION OF TENDERS

### 22. Submission of Tenders

- 22.1 The tender shall be submitted online only.

- (i) Pre-qualification and Technical compliance along with the Techno-Commercial Bid in excel format:
- a) Scanned copies of tender processing fee and EMD
  - b) Manufacturer's authorization in case bid is submitted by an Indian agent (A declaration must be attached here in case directly quoted by a manufacturer or a document establishing the relation of the Indian office with the manufacturer in case quoted by Indian office of the manufacturer).
  - c) Tender Form as per Section X.
  - d) Compliance of all terms and conditions of TED like- warranty, CMC, delivery period, delivery terms, payment terms, Liquidated Damages Clause, Arbitration clause, etc
  - e) Declaration regarding Fall Clause and Deregistration, debarment from any Govt Dept/ Agencies
  - f) Copy of PAN.
  - g) Certificate of Incorporation/ or a Declaration in case the firm is being a proprietary firm.
  - h) Abridged Annual report of last 03 years (Balance sheet and Profit & Loss Account) completed till December 2016, in pdf format.
  - i) Name, address and details of account with respect to bidder and/or beneficiary of L/C.
  - j) Quality Control Requirements as per Section VIII
  - k) Performance statement along with required PO copies and its corresponding end user's satisfactory performance certificate as per section IX.
  - l) Technical Bid along with clause-by-clause technical compliance statement for the quoted goods vis-à-vis the Technical specifications along with product catalogue and data sheet in the tender enquiry.
  - m) The bidder should submit blank proforma invoice from the foreign manufacturer along with his technical bid, duly mentioning the specifications and code number of the parts quoted.
  - n) The original proforma invoices from the foreign principal will be applicable in case of 100% subsidiary companies incorporated in India also.
  - o) In case the bidder quotes an equipment of a foreign manufacturer and submits the documents as per Clause 22.1 (i) l & m from the subsidiary company of the foreign Original Equipment Manufacturer in India, the bidder must submit the Power of Attorney given to the subsidiary company by the foreign Original Equipment Manufacturer, authorizing it to do business and perform all obligations for and on behalf of the foreign manufacturer company, in India.

#### (ii) PRICE BID (ONLY ONLINE):

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

- b) The tenderers must ensure that they submit the on-line tenders not later than the closing time and date specified for submission of tenders.
- c) Along with price bid recent purchase order copies for the same model and technical configuration issued by institute of National importance and/or reputed central/state government hospitals should be uploaded in pdf form for reasonability of the offered price.
- d) The bidder should submit the copy of original proforma invoice from the foreign manufacturer along with the price bid.
- e) The supplier shall justify the present quotes based on previous purchase orders for similar project executed either in India or Globally. If they quote any new model or upgraded version of earlier model, they may mention the same in their tender.

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

### 23. Late Tender:

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

### 24. Alteration and Withdrawal of Tender

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

## E. TENDER OPENING

### 25. Opening of Tenders

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

## 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 and, whether the documents uploaded are in legible form.

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 summarily ignored.

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) Tender validity is shorter than the required period.
- (ii) Required EMD or its exemption documents have not been provided.
- (iii) 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.
- (iv) Poor/ unsatisfactory past performance.
- (v) Tenderers who stand deregistered/banned/blacklisted by any Govt. Authorities.
- (vi) Tenderer is not eligible as per GIT Clauses 5.1 & 17.1.
- (vii) Tenderer has not quoted for the entire quantity as specified in the List of Requirements/ BOQ for the quoted schedule.
- (viii) Tenderer has not agreed to other essential condition(s) specially incorporated in the tender enquiry, like delivery terms, delivery schedule, terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law.

### 28. Minor Informality/Irregularity/Non-Conformity

If during the preliminary examination, the purchaser find any minor informality and/or irregularity and/or non-conformity in a tender, the purchaser may waive the same provided it does not constitute any material deviation and financial impact and, also, does not prejudice or affect the ranking order of the tenders. Wherever necessary, the purchaser will convey its observation on such 'minor' issues to the tenderer by registered/speed post etc. asking the tenderer to respond by a specified date. If the tenderer does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.

### 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**

Not applicable being e-Tender.

### **31. Qualification Criteria**

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

- 31.2 The Purchaser reserves the right to relax the Norms on Prior Experience for Start-ups and Micro & Small Enterprises in Public Procurement.

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

#### **The Notification is available in the below link:**

[http://www.finmin.nic.in/the\\_ministry/dept\\_expenditure/ppcell/RelaxNorms\\_StartupMedEnterpris\\_e25072016.pdf](http://www.finmin.nic.in/the_ministry/dept_expenditure/ppcell/RelaxNorms_StartupMedEnterpris_e25072016.pdf)

#### **The FAQs are available in the below link:**

[http://dipp.nic.in/English/Investor/startupindia/FAQs\\_StartupIndia\\_30March2016.pdf](http://dipp.nic.in/English/Investor/startupindia/FAQs_StartupIndia_30March2016.pdf)

#### **Note:- Definition of Startup (only for the purpose of Government schemes)**

(Ref: Ministry of Finance Office Memorandum No. F.20/2/2014-PPD(Pt.) dated 25<sup>th</sup> July 2016.)

Start-up means an entity, incorporated or registered in India not prior to five years, with annual turnover not exceeding INR 25 crore in any preceding financial year, working towards innovation, development, deployment or commercialization of new products, processes or services driven by technology or intellectual property.

Provided that such entity is not formed by splitting up, or reconstruction, of a business already in existence.

Provided also that an entity shall cease to be a Start-up if its turnover for the previous financial years has exceeded INR 25 crore or it has completed 5 years from the date of incorporation/ registration.

Provided further that a Start-up shall be eligible for tax benefits only after it has obtained certification from the Inter-Ministerial Board, setup for such purpose.

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

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

### **33. Schedule-wise Evaluation**

- 33.1 In case the List of Requirements contains more than one schedule, the responsive tenders will be evaluated and compared separately for each schedule. The tender for a schedule will not be considered if the complete requirements prescribed in that schedule are not included in the tender.

### 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 Site Modification Work prices and Comprehensive Annual Maintenance charges (CMC) prices will also be added for comparison/ranking purpose for evaluation. **“Net Present value (NPV) of the actual CMC price quoted for the required CMC period after the warranty period shall be considered for bid comparison and the NPV will be calculated after discounting the quoted CMC price by a discounting factor of 10% per annum.”**

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

- 35.1 Further to GIT Clause 34 above, the purchaser’s evaluation of a tender will include and take into account the following:
- i) In the case of goods manufactured in India or goods of foreign origin already located in India, GST or any other taxes which will be contractually payable (to the tenderer), on the goods if a contract is awarded on the tenderer; and
  - ii) in the case of goods of foreign origin offered from abroad, customs duty and other similar import duties/taxes, which will be contractually payable (to the tenderer) on the goods if the contract is awarded on the tenderer.
- 35.2 The purchaser’s evaluation of tender will also take into account the additional factors, if any, incorporated in SIT in the manner and to the extent indicated therein.
- 35.3 The Purchaser reserves the right to give the 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.
- i. In exercise of powers conferred in Section 11 of the Micro, Small and Medium Enterprises Development (MSMED) Act 2006, the Government has notified a new Public Procurement Policy for Micro & Small Enterprises effective from 1<sup>st</sup> April 2012. The policy mandates that 20% of procurement of annual requirement of goods and services by all Central Ministries / Public Sector Undertakings will be from the micro and small enterprises. The Government has also earmarked a sub-target of 4% procurement of goods & services from MSEs owned by SC/ST entrepreneurs out of above said 20% quantity.
  - ii. In accordance with the above said notification, the participating Micro and Small Enterprises (MSEs) in a tender, quoting price within the band of L 1+15% would also be allowed to supply a portion of the requirement by bringing down their price to the L 1 price, in a situation where L 1 price is from someone other than an MSE. Such MSEs would be allowed to supply up to 20% of the total tendered value. In case there are more than one such eligible MSE, the 20% supply will be shared equally. Out of 20% of the quantity earmarked for supply from MSEs, 4% quantity is earmarked for procurement from MSEs owned by SC/ST entrepreneurs. However, in the event of failure of such MSEs to participate in the tender process or meet the tender requirements and the L 1 price, the 4% quantity earmarked for MSEs owned by SC/ST entrepreneurs will be met from other participating MSEs.
  - iii. The MSEs fulfilling the prescribed eligibility criteria and participating in the tender shall enclose with their tender a copy of their valid registration certificate with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or any other body specified by Ministry of Micro and Small enterprises in support of their being an MSE, failing which their tender will be liable to be ignored.

- iv. The Purchaser reserves the right to relax the Norms on Prior Experience for Start-ups and Micro & Small Enterprises in Public Procurement.

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

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Startup means an entity, incorporated or registered in India not prior to five years, with annual turnover not exceeding INR 25 crore in any preceding financial year, working towards innovation, development, deployment or commercialization of new products, processes or services driven by technology or intellectual property.

Provided that such entity is not formed by splitting up, or reconstruction, of a business already in existence.

Provided also that an entity shall cease to be a Startup if its turnover for the previous financial years has exceeded INR 25 crore or it has completed 5 years from the date of incorporation/ registration.

Provided further that a Startup shall be eligible for tax benefits only after it has obtained certification from the Inter-Ministerial Board, setup for such purpose.

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

- a. The local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.
- b. In cases of procurement for a value in excess of Rs. 10 crores. the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

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

- 36.1 The purchaser, through the above process of tender scrutiny and tender evaluation will determine to its satisfaction whether the tenderer, whose tender has been determined as the lowest evaluated responsive tender is eligible, qualified and capable in all respects to perform the contract satisfactorily. If, there is more than one schedule in the List of Requirements, then, such determination will be made separately for each schedule.
- 36.2 The above-mentioned determination will, inter alia, take into account the tenderer's financial, technical and production capabilities for satisfying all the requirements of the purchaser as incorporated in the TE document. Such determination will be based upon scrutiny and examination of all relevant data and details submitted by the tenderer in its tender as well as such other allied information as deemed appropriate by the purchaser.

**37. Contacting the Purchaser**

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

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

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

**39. Award Criteria**

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

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

- 40.1 At the time of awarding the contract, the purchaser reserves the right to increase or decrease by up to twenty five (25) per cent, the quantity of goods and services mentioned in the schedule(s) in the "List of Requirements" (rounded off to next whole number) without any change in the unit price and other terms & conditions quoted by the tenderer.
- 40.2 If the quantity has not been increased to the maximum of 25% of the tendered quantity at the time of awarding the contract, the purchaser reserves the right to increase the quantity further by up to the balance available twenty five (25) per cent of the tendered quantity of goods and services (rounded off to next whole number) without any change in the unit price and other terms & conditions mentioned in the contract during the currency of the contract.

**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 email (to be confirmed by registered / speed post) that its tender for goods & services, which have been selected by the purchaser, has been accepted, also briefly indicating 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. The successful tenderer should also submit Proforma Invoice from the foreign principal (if applicable as per contractual price) within 21 days from the date of NOA.

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

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

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

**44. Return of EMD**

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

**45. Publication of Tender Result**

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

**46. Corrupt or Fraudulent Practices**

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

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

- (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)**

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

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.

**SUBMISSION OF e-TENDERS**

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

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

**TABLE OF CLAUSES**

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**1. Application**

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

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

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

**3. Patent Rights**

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

**4. Country of Origin**

- 4.1 All goods and services to be supplied and provided for the contract shall have the origin in India or in the countries with which the Government of India has trade relations.
- 4.2 The word "origin" incorporated in this clause means the place from where the goods are mined, cultivated, grown, manufactured, produced or processed or from where the services are arranged.
- 4.3 The country of origin may be specified in the Price Schedule

**5. Performance Security**

- 5.1 Within twenty one (21) 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 six months plus number of months under warranty 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 and lodging will be borne by the purchaser and/or its nominated representative(s) for the first visit. In case the goods are rejected in the first instance and the

supplier requests for re-inspection, and if same is accepted by purchaser/consignee/PSA/PA, all subsequent inspections shall be at the cost of the supplier. The expense will be to and fro Economy Airfare, Local Conveyance, Boarding and Lodging of the inspection team for the inspection period.”

- 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.  
“On rejection, the supplier shall remove such stores within 14 days of the date of intimation of such rejection from the consignee’s premises. If such goods are not removed by the supplier within the period mentioned above, the purchaser/consignee may remove the rejected stores and either return the same to the supplier at his risk and cost by such mode of transport as purchaser/consignee may decide or dispose of such goods at the suppliers risk to recover any expense incurred in connection with such disposals and also the cost of the rejected stores if already paid for.”
- 8.7 Goods accepted by the purchaser/consignee and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute purchaser’s/consignee’s right to reject the same later, if found deficient in terms of the warranty clause of the contract, as incorporated under GCC Clause 15.
- 8.8 Principal/ Foreign supplier shall also have the equipment inspected by 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 or its Indian Subsidiary/Indian agent 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) The supplier shall be responsible for undertaking the supply of any such spare part for the proper up keeping of equipment for a period of 10 years including the warranty and CMC periods.

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.

- a. Installation & commissioning, Supervision and Demonstration of the goods
- b. Providing required jigs and tools for assembly, minor civil works required for the completion of the installation.
- c. Training of Consignee's Doctors, Staff, operators etc. for operating and maintaining the goods
- d. 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) Certificate of origin for goods of foreign origin;
- (iv) Insurance Certificate as per GCC Clause 11.
- (v) 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 prepaid and four copies of non-negotiable Bill of Lading/Airway bill;
- (iii) Four Copies of packing list identifying contents of each package;
- (iv) Manufacturer's/Supplier's warranty certificate;
- (v) Inspection Certificate for the despatched equipment issued by recognized/ reputed agency like SGS, Lloyd, BUREAU VERITAS, TUV prior to despatch
- (vi) Manufacturer's own factory inspection report;
- (vii) Certificate of origin
- (viii) Port of Loading;
- (ix) Port of Discharge and
- (x) Expected date of arrival.

## 15. Warranty:

- The supplier warrants comprehensively that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by the purchaser in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials (except when the design adopted and/or the material used are as per the Purchaser's/Consignee's specifications) or workmanship or from any act or omission of the supplier, that may develop under normal use of the supplied goods under the conditions prevailing in India.
- The warranty shall remain valid for 60 months from the date of installation & commissioning with a regular updates of newer technology as and when evolved followed by a CMC for a period of 5 (Five) Years for all the equipment after the goods or any portion thereof as the case may be, have been delivered to the final destination and installed and commissioned at the final destination and accepted by the purchaser/ consignee in terms of the contract, unless specified otherwise in the SCC.
- No conditional warranty will be acceptable.
- Warranty as well as Comprehensive Maintenance contract will be inclusive of all accessories and Site Modification 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
  - Replacement and repair will be under taken for the defective goods.
  - All kinds of painting, civil, HVAC and electrical work
  - 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 till the completion of the original warranty period of the main equipment.
- 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 equipment 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 equipment /machines/goods etc. and shall always give the most competitive price for its machines/equipment supplied to the Purchaser/Consignee.

## **16. Assignment**

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

## **17. Sub Contracts**

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

## **18. Modification Of Contract**

- 18.1 If necessary, the purchaser may, by a written order given to the supplier at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following:
- a) Specifications, drawings, designs etc. where goods to be supplied under the contract are to be specially manufactured for the purchaser,
  - b) Mode of packing,
  - c) Incidental services to be provided by the supplier
  - d) Mode of despatch,
  - e) Place of delivery, and
  - f) Any other area(s) of the contract, as felt necessary by the purchaser depending on the merits of the case.
- 18.2 In the event of any such modification/alteration causing increase or decrease in the cost of goods and services to be supplied and provided, or in the time required by the supplier to perform any obligation under the contract, an equitable adjustment shall be made in the contract price and/or contract delivery schedule, as the case may be, and the contract amended accordingly. If the supplier doesn't agree to the adjustment made by the Purchaser/Consignee, the supplier shall

convey its views to the Purchaser/Consignee within twenty-one days from the date of the supplier's receipt of the Purchaser's/Consignee's amendment / modification of the contract.

## **19. Prices**

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

## **20. Taxes and Duties**

20.1 Supplier shall be entirely responsible for all taxes, duties, fees, levies etc. incurred until delivery of the contracted goods to the purchaser.  
20.2 Further instruction, if any, shall be as provided in the SCC.

## **21. Terms and mode of payment**

### **21.1 Payment Terms**

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.

### **TERMS AND MODE OF PAYMENT**

#### **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:**

Seventy Five percent (75%) payment of the contract price shall be paid on receipt of goods in good condition and upon the submission of the following documents subject to recovery of LD, if any:

- (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) Insurance Certificate as per GCC Clause 11
- (v) Certificate of origin for imported goods
- (vi) Consignee Receipt Certificate as per Section XVII in original issued by the authorized representative of the consignee

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

Balance Twenty Five percent (25%) 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. FAC needs to be issued by the designated consignee after installation, commissioning, testing and one to two weeks of successful trail run of the equipment.

#### **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:**

Seventy Five percent (75%) 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) Manufacturer's own factory inspection report and
- (vii) Certificate of origin by the chamber of commerce of the concerned country;
- (viii) Inspection Certificate for the dispatched equipment issued by recognized/ reputed agency like SGS, Lloyd, BEAURU VARITUS and TUV prior to despatch.
- (ix) Consignee Receipt Certificate as per Section XVII in original issued by the authorized representative of the consignee

**b) On Acceptance:**

Balance payment of Twenty Five percent (25%) 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. FAC need to be issued by the designated consignee after installation, commissioning, testing and one to two weeks of successful trial run of the equipment.

- 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. This is payable against submission of a certificate from the principal supplier that they have realised full and final settlement against their supply.

**C) Payment of Site Modification Work, if any:**

Site Modification Work payment will be made to the bidder/ manufacturer's agent at its Indian Office in Indian rupees 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. This will be paid on proof of final installation, commission and acceptance of equipment by the consignee

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

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

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

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

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

## **22. Delivery**

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

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

22.6.1 Passing of Property:

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

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

22.6.4 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 including opening of office in India as per the undertaking given in the qualification criteria, 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. *Since the Liquidated damages are in virtue of non-performance of services, it will attract GST or any other applicable taxes which in turn shall be deducted from the bidder.*

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

## 24. Termination for default

- 24.1 The Purchaser/Consignee, without prejudice to any other contractual rights and remedies available to it (the Purchaser/Consignee), may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Purchaser/Consignee pursuant to GCC sub-clauses 22.3 and 22.4.
- 24.2 In the event of the Purchaser/Consignee terminates the contract in whole or in part, pursuant to GCC sub-clause 24.1 above, the Purchaser/Consignee 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 or amendments thereof. 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 arbitration of an officer in the Ministry of Law and Justice, appointed to be the arbitrator by the Director General (Health Services). The award of the arbitrator shall be final and binding on the parties to the contract subject to the provision that the Arbitrator shall give reasoned award in case the value of claim in reference exceeds Rupees One lakhs (Rs. 1,00,000/-)
- 30.3 Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., New Delhi, India/NCR.
- 30.4 Jurisdiction of the court will be from the place where the tender enquiry document has been issued, i.e., New Delhi, India

## **31. Applicable Law**

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



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

Whenever any claim for payment arises under the contract against the supplier the purchaser shall be entitled to withhold and also have a lien to retain such sum from the security deposit or sum of money arising out of under any other contract made by the supplier with the purchaser, pending finalization or adjudication of any such claim. It is an agreed term of the contract that the sum of money so withheld or retained under the lien referred to above, by the purchaser, will be kept withheld or retained till the claim arising about of or under the contract is determined by the Arbitrator or by the competent court as the case may be, and the supplier will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention.

**33. General/ Miscellaneous Clauses**

- 33.1 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.
- 33.8 If any provisions of this tender enquiry or a contract formed on the basis of this tender enquiry are invalid or void under any of the existing provisions of Indian law, then such provisions will not affect other provisions of this tender enquiry/ contract.

**SECTION – V**

**SPECIAL CONDITIONS OF CONTRACT (SCC)**

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

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

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

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

Sl No	RFx No	Equipments	Quantity	Warranty	CMC
1	3000002450	Air Oxygen blender	4	5 years	5 years
2	3000002451	Bubble CPAP Machine	5	5 years	5 years
3	3000002452	Pediatric Open Surgical Instruments	8	5 years	5 years
4	3000002453	Surgical instruments for fine surgery	4	5 years	5 years
5	3000002454	Irradiance Meter for phototherapy	4	5 years	5 years
6	3000002455	OAE Machine	2	5 years	5 years
7	3000002456	Open Care System	12	5 years	5 years
8	3000002457	OT Table - (Paediatric)	8	5 years	5 years
9	3000002458	LED Phototherapy Unit	9	5 years	5 years
10	3000002459	Resuscitation Equipment	2	5 years	5 years
11	3000002460	Transcutaneous Bilirubin Analyzer	4	5 years	5 years
12	3000002461	Transport Incubator with ventilator	9	5 years	5 years
13	3000002462	Paediatric Urodynamic System with anorectal/Esophageal manometry facility	10	5 years	5 years
14	3000002463	Ventilator Neonatal with HFO	13	5 years	5 years
15	3000002464	Cystoscope and Resectoscope - Paediatric	7	5 years	5 years
16	3000002465	Laprosopy set Paediatric	12	5 years	5 years
17	3000002466	Paediatric neuroendoscope	2	5 years	5 years
18	3000002467	Paediatric Rigid Bronchoscope & Oesophagoscope	7	5 years	5 years
19	3000002468	Paediatric URS	3	5 years	5 years
20	3000002469	PCNL set paediatric	2	5 years	5 years
21	3000002470	Endovision camera System	12	5 years	5 years

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

Supply, Installation and commissioning to be completed within 90 days from the date of NOA or date of opening of LC or date of approval of layout drawing, whichever is later.

Layout drawing for approval, valid Performance Security and Proforma Invoice (in case of LC opening) are to be submitted within 30 days from the date of release of NOA.

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

**Note:**

- i) Supplier has to submit clear documents for opening of LC to HITES within 30 days of placement of order. Any delay will be treated as non-performance and Liquidated Damages shall be levied.
- ii) In case of multiple LC are opened in favour of multiple manufacturers, the delivery period for all the items under the contract shall be counted from the date of opening of the first LC only.
- iii) 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.
- iv) Since the supplier is not responsible for custom clearing and forwarding the goods to consignee site, the time taken for the same shall not be counted for computation of LD. However, time taken by the supplier to rectify the short comings of any document for custom clearing the goods to be counted in the above delivery period.

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

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

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

**Part IV:**

Site Modification Work (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 delivery, 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 order will be for DDP basis. However, 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.

Manufacturer/ Supplier/ Indian Subsidiary of OEM/ Authorized Agent of OEM/ Bidder shall be responsible for timely lodgment of Bill of Entry (BOE), customs clearing, local transportation and delivery of all goods to the consignee site. Purchaser being applicant of LC, will be responsible for providing CDEC (if applicable). The information on BoE assessment may be given to the purchaser and the payment of customs duty will be made within the office hours of next working day.

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

**Destination/Consignee details:**

A list of Consignee is given in Section XXI. The goods mentioned at Part-I in this section are intended to be supplied to the following hospitals/medical institutes. However, order may be placed for any hospital/institute across India.

## Section – VII Technical Specifications

### Item 01

#### Air Oxygen blender

SI NO.	Description
1	High quality corrosion resistant stainless steel
2	Able to supply FiO <sub>2</sub> : 21 to 100% with accuracy of +/- 3%
3	Flow rate 3-15lpm
4	Compatible with standard fitting
5	Compact unit
6	Supplied with two outlets with flow meters
7	CE/FDA approved product .
8	Should be wall mountable
9	Bidder should carry out calibration of the equipment in every 6 months

### Item 02

#### Bubble CPAP Machine

SI NO.	Description
1	Should be light weight, easily portable, reliable and sturdy.
2	<b>CPAP generator:</b>
a	Pressure setting from 3 to 10cm H <sub>2</sub> O
b	Should have a detachable overflow container
c	Should deliver the intended pressure constantly and accurately ( $\pm 1$ cm)
d	The gradations (on the sliding rod) should be easily visible from a distance of 4 feet
3	<b>Air-oxygen blender</b>
a	FiO <sub>2</sub> concentration should be adjustable (21-100%) and accurate ( $\pm 3\%$ )
4	<b>Humidifier:</b>
a	Should automatically regulate the necessary temperature (37°C)
b	Should have a closed system for filling-up the required water level
c	Should display the chamber temperature and/or the temperature at patient end
d	Should have ports for attaching a temperature probe as well as heater wire
5	<b>Patient circuits:</b>
a	Should have the option of using both disposable and reusable circuits.
b	Thermoregulation – with both manual and servo modes; (temperature probe, heater source, and a thermostat mechanism are essential)
c	Oxygen therapy – air/oxygen blender and flow meter, oxygen cylinder
d	Disposable circuits should be readily available and reasonable priced

<b>e</b>	Should have /be able to accommodate a heater wire; heat loss should be minimal along its length.		
<b>6</b>	<b>Safety Features</b>		
<b>a</b>	Limiting the delivered pressure in the event of an occlusion		
<b>b</b>	High/low pressure alarm		
<b>c</b>	A stand or arm support for holding the nasal tubing in support.		
<b>d</b>	Should be US FDA or European CE with 4 digit notified body no approved product		
<b>7</b>	<b>Other features:</b>		
<b>a</b>	Sturdy wheels for easy portability		
<b>10</b>	Following consumables with be supplied with each unit:		
<b>a</b>	Nasal prongs (with each unit) - 10 each (Small, medium, large)		
<b>b</b>	Nasal interface - 20 nos		
<b>c</b>	Reusable tubes 2 sets		
<b>d</b>	CPAP generator 10 sets		
<b>e</b>	100 disposable complete sets for delivery of CPAP excluding nasal prongs with each unit per year for 3 years (total 100 nos. per year i.e. 300 no in 3 years)		
<b>f</b>	Nasal mask (10 each of 3 different sizes) - user will decide the size at the time of delivery		
<b>g</b>	Head Bonnet (10 each of 4 different size) - user will decide the size at the time of delivery		
<b>SN</b>	<b>BOQ</b>	<b>QTY</b>	<b>UOM</b>
<b>1</b>	System as specified	1	No
<b>2</b>	Nasal prongs (with each unit) - (Small, medium, large)	10	No Each
<b>3</b>	Nasal interface	20	Nos
<b>4</b>	Reusable tubes	2	set
<b>5</b>	CPAP generator	10	set
<b>6</b>	Nasal mask ( 3 different sizes)	10	No Each
<b>7</b>	Head Bonnet ( 4 different size)	10	No Each

**Item 03****Paediatric Open Surgical Instruments**

SI No	Description
<b>1</b>	<b>Paediatric Retractor System-1 No.</b>
a	Flexible Table mounted retraction system for Pediatric Patients of all sizes 01
b	Adjustable for smaller operative fields
c	Should have small, independently-adjustable and removable frame arms to follow the contours of any pediatric operative field
d	Should allow for multi-plane, multi-position hands-free retraction
e	Should allow for fast and accurate set up
f	Should be US FDA/European CE Approved
g	Should be supplied with following components -
I.	Sterile Field Post – attachable to the operating table – 1
II	Support Arm – 1
III	Small Curved (wishbone) frame arm – 2
IV	Snap on Clamps for attaching retractors – 6
V	Rake Retractor (2.2x1.3 cms) – 1
VI	Rake Retractor – 2.2x 2.5 cms) – 1
VII	Mayo Swivel Retractors (5cms x 5cms)- 2
VIII	Mayo Swivel Retractors (7 cms x 5 cms) – 2
IX	Mayo Swivel Retractor (2.5 cms x 2.5 cms) – 1
X	Mayo swivel retractor (5 cms x 3.8 cms)- 2
XI	Malleable Swivel Retractor – (2.5 cms x 2.5 cms) – 1
XII	Malleable Swivel Retractor – (1.3cms x 2.5 cms) – 1
XIII	Malleable Swivel Retractor (1.9x5 cms) – 1
XIV	Malleable Swivel Retractor (1.9x7.6cms) - 1
XV	Malleable Swivel Retractor (2.5x10.2cms) – 1
XVI	Malleable Swivel Retractor (2.5x12.7 cms) – 1
XVII	Malleable Swivel Retractor (2.5 x 15.2 cms) – 1
XVIII	Malleable Swivel Retractor (3.8x7.6cms) – 1
XIX	Malleable Swivel Retractor (3.8x12.7cms) – 1
XX	Malleable Swivel Retractor (3.8x15.2 cms) – 1

XXI	Splanchnic Swivel Retractor (3.8x8.9cms) – 2
<b>2</b>	<b>Pediatric Open Surgical Instruments( Non reflective)</b>
<b>A</b>	<b>Finochietto Chest Retractor – Neonatal - 1 01</b>
1	Blades Size – 10mm x 30 mm
2	Retractor Spread – 75 mm
3	Arm Length – 50 mm
4	Rust Proof Stainless Steel
5	US FDA/European CE certification
<b>B</b>	<b>Finochietto Chest Retractor – Neonatal - 2</b>
1	Blades Size – 10mm x 15 mm
2	Retractor Spread – 50 mm
3	Arm Length – 50 mm
4	Rust Proof Stainless Steel
5	US FDA/European CE certification
<b>C</b>	<b>Finochietto Chest Retractor – Infant – 2</b>
1	Blades Size – 12mm x 40 mm
2	Retractor Spread – 90 mm
3	Arm Length – 75 mm
4	Rust Proof Stainless Steel
5	US FDA/European CE certification
<b>D</b>	<b>Finochietto Chest Retractor – Small Infant – 2</b>
1	Blades Size – 12mm x 34 mm
2	Retractor Spread – 90 mm
3	Arm Length – 75 mm
4	Rust Proof Stainless Steel
5	US FDA/European CE certification
<b>3</b>	<b>Shunt related instrument</b>
<b>A</b>	<b>Skull trephine for Neonate &amp; Paediatric - 2 each</b>
<b>B</b>	<b>Hoffman Shunt Passer - 2</b>
1	Stainless Steel
2	Resuable
3	Suitable for subcutaneous tunneling for VP Shunt



4	Tube – 3.2 mm Internal diameter, 4.2 mm Outer diameter
5	Size - 35 – 42cms
6	US FDA/European CE certification
<b>C</b>	<b>Hoffman Shunt Passer - 2</b>
1	Stainless Steel
2	Resuable
3	Suitable for subcutaneous tunneling for VP Shunt
4	Tube – 3.2 mm Internal diameter, 4.2 mm Outer diameter
5	Size - 60 - 65 cms
6	US FDA/European CE certification
<b>D</b>	<b>Ventricular Cannula – 2</b>
1	For Hydrocephalus
2	Reusable
3	Stainless steel
4	Closed end with three side holes
5	Graduated
6	Size – 5 Fr
7	Length – 10 cms
8	US FDA/European CE certification
<b>E</b>	<b>Ventricular Cannula – 2</b>
1	For Hydrocephalus
2	Reusable
3	Stainless steel
4	Closed end with three side holes
5	Graduated
6	Size – 7 Fr
7	Length – 10 cms
8	US FDA/European CE certification
<b>F</b>	<b>Ventricular Cannula – 2</b>
1	For Hydrocephalus
2	Reusable
3	Stainless steel

4	Closed end with three side holes
5	Graduated
6	Size – 9 Fr
7	Length – 10 cms
8	US FDA/European CE certification
<b>4</b>	<b>Scissor</b>
<b>A.</b>	<b>Mayo Dissecting Scissors – 15</b>
1	Stainless steel
2	Length – 4 Inch
3	Curved
4	Blunt Tip
5	US FDA/European CE certification
<b>B</b>	<b>Mayo Dissecting Scissors – 15</b>
1	Stainless steel
2	Length – 6 Inch
3	Curved
4	Blunt Tip
5	Ring Handle
6	US FDA/European CE certification
<b>5</b>	<b>Malleable Retractor</b>
<b>A</b>	<b>Ribbon Type Malleable Retractor – 5</b>
1	Size 1 1/2 inch width, Length – 13 inches
2	Malleable
3	Ribbon type
4	US FDA/European CE certification
<b>B</b>	<b>Ribbon Type Malleable Retractor – 5</b>
1	Size 1inch width, Length – 13"
2	Malleable
3	Ribbon type
4	US FDA/European CE certification
<b>C</b>	<b>Ribbon Type Malleable Retractor – 5</b>
1	Size 1/2 inch width, Length – 7 inches

2	Malleable
3	Ribbon type
4	US FDA/European CE certification
D	<b>Ribbon Type Malleable Retractor – 5</b>
1	Size 10mm width, Length – 5 inches
2	Malleable
3	Ribbon type
4	4. US FDA/European CE certification
6	<b>Abdominal Retractor</b>
A	<b>Denis Browne Abdominal Retractor – Child Size – 1</b>
1	Ring/Frame Only
2	Size – 18x14 cms
3	Stainless Steel
4	Oval Sproket Frame
5	US FDA/European CE Certification
B	<b>Denis Browne Abdominal Retractor – Adult Size – 1</b>
1	Ring /Frame Only
2	Size – 25x18 cms
3	Stainless Steel
4	Oval Sproket Frame
5	US FDA/European CE
C	<b>Valve Allien Retractor Blades for Denis Browne Abdominal</b>
	<b>Retractors – 2</b>
1	40x40 mm bades
2	US FDA/European CE
D	<b>Valve Allien Retractor Blades for Denis Browne Abdominal</b>
	<b>Retractors – 2</b>
1	30x40 mm bades
2	US FDA/European CE
E	<b>Valve Allien Retractor Blades for Denis Browne Abdominal</b>
	<b>Retractors – 2</b>
1	50x40 mm bades

2	US FDA/European CE
	* It should be supplied with two sterilization case from the same manufacturer.
	* The company must quote all items.
7	<b>Instrument cases and trays</b>
A	<b>Instrument Sterilization Case/tray – 10 01</b>
1	Anodized Aluminum Case
2	Hinged top
3	Size 8"X14"X1" Inches with Cover
4	Full Silicone Finger Mat Below and silicone cushion above
5	Should be good quality and durable.
B	<b>Full Size Double Decker Laproscopic Instrument Tray – 5</b>
1	Should be suitable for holding full sized Laparoscopy Instruments
2	Should have holders for 3mm, 5mm and 10 mm Instruments
3	Should have silicone mat to protect the instruments
4	Size – 23inch x 11 inch x 8 inch
5	Should accommodate minimum 12 instruments
6	Should be made from High grade anodized aluminium
7	Should be good quality and durable.
C	<b>Clear Top Telescope Trays – 10</b>
1	Should be suitable for securely holding Laparoscopic/cystoscopic telescopes
2	Length – 15 inches, Width – 2.5 inches, Height – 1.5 inch
3	Should be suitable for telescopes from 1mm to 10 mm
4	Should be able to accommodate two telescopes
5	Should have soft silicone base to prevent damage to instruments
6	Should have a robust locking mechanism to prevent inadvertent opening
7	Should be good quality and durable.
D	<b>Instrument trays – 10</b>
1	Stainless steel
2	Size 20inch x 12 inch x 2.5 inches
3	With Cover
4	Should be good quality and durable.

E	<b>Wire Baskets for Storage and Sterlization – 10</b>
1	Stainless steel
2	Size – 19 inch x 10 inch x 2 inches
3	Should be provided with compatible wire mesh cover
4	Should be good quality and durable.
F	<b>Wire Baskets for Storage and Sterlization – 10</b>
1	Stainless steel
2	Size – 10 inch x 10 inch x 2 inches
3	Should be provided with compatible wire mesh cover
4	Should be good quality and durable.
	For the sake of price comparison, set wise price tabulation will be done and L1 will be decided. If any firm does not quote any item in particular set, that firm will be excluded from that particular set. This is for the sake of uniformity in price comparison.

**Item 04**  
**Surgical instruments for fine surgery**

Sl. No	Description	Quantity
<b>A</b>	<b>Artery forceps</b>	
1	Towel clip Doyens	1 dozen
2	Lanes artery forceps 4 inch	4
3	Straight artery forceps size 4 inch	2 dozen
4	Straight artery forceps size 6 inch	2 dozen
5	Curved artery forceps size 4 inch	2 dozen
6	Curved artery forceps size 6 inch	2 dozen
7	Curved artery forceps size 4 inches fine tipped	6
8	Curved artery forceps size 3 inch (Mosquito)	1 dozen
9	Roberts type curved artery forceps 6 inches	6
10	Moynihan cholecystectomy forceps	4
11	Forceps, Tissue, Littlewood	4
12	Crile Forceps, straight - 5 ½"	4
13	Crile Forceps, curved- 5 ½"	4
14	Tube Occluding Clamps-7"	2
15	Right angle artery forceps (Lahey type ) Blunt tipped 6 inch	6
16	Right angle artery forceps (Lahey type) Blunt tipped 3 inch (Mini)	6
17	Benson Pylorus Separator5-3/4"	2
<b>B</b>	<b>Dissecting forceps</b>	
1	Toothed dissecting forceps (Adson type) 4inch	6
2	Toothed dissecting forceps (Bonneys type) 6 inch	6
3	Toothed dissecting forceps (Gilleis type) 4inch	6
4	Toothed dissecting forceps (Adson type) 6 inch	6
5	Toothed dissecting forceps (Bonneys type) 4 inch	6
6	Toothed dissecting forceps (Adson type) 3 inch	4
7	Toothed dissecting forceps (Bonneys type)3 inch	4
8	Toothed dissecting forceps (Gilleis type) 3inch	4
9	Non -Toothed dissecting forceps (Adson type) 4inch	2
10	Non -Toothed dissecting forceps ( Gerald type) 4 inch	4

11	Non -Toothed dissecting forceps (Macindoe) type 6 inch	4
12	Debakey forceps 20 cm with tip width of 1.5mm	2
13	Debakey forceps 30 cm with tip width of 1.5mm	2
14	Debakey forceps 30 cm with tip width of 2 mm	2
15	Debakey forceps 20 cm with tip width of 2 mm	2
16	Debakey forceps 30 cm with tip width of 1mm	2
17	Debakey forceps 20 cm with tip width of 1mm	2
<b>C</b>	<b>Scissors</b>	
1	Lister Bandage Scissors- 5 1/2"	2
2	Scissors, Strabismus	2
3	Spencer Stitch scissors- 3 1/2" & 4 1/2	2
4	Potts scissors Small	2
5	Potts scissors Medium	2
6	Potts scissors Large	2
7	Micro metzenbaum 3 inches(Tungsten carbide)	1
8	Metzenbaum Scissors 6 inches(Tungsten carbide)	2
9	Metzenbaum scissors curved (Tungsten carbide)- 5 1/4"	2
10	Metzenbaum scissors curved(Tungsten carbide)- 7"	2
11	Iris scissors curved fine(Tungsten carbide)- 4 1/2"	2
12	Iris scissors straight fine(Tungsten carbide)- 4 1/2"	2
13	Iris scissors curved standard- 4 1/2"	2
14	Iris scissors straight standard- 4 1/2"	2
15	Suture cutting scissors 6 inch	2
16	Mayo heavy straight cutting scissors 6 inch	1 dozen
17	Curved iris scissors 6 inch	2 dozen
18	Curved iris scissors 3 inch	2 dozen
<b>D</b>	<b>Needle Holder</b>	
1	Micro Needle holder Length 14cm Straight	1
2	Micro Needle holder Length 18 cm Straight	1
3	Micro Needle holder Length 14cm curved	1
4	Micro Needle holder Length 18 cm curved	1
<b>E</b>	<b>Micro Scissors</b>	

1	Micro Scissors Length 14cm Straight	1
2	Micro Scissors Length 18 cm, Straight	1
3	Micro Scissors Length 14cm, Curved	1
4	Micro Scissors Length 18 cm, Curved	1
<b>F</b>	<b>Micro &amp; Other forceps</b>	
1	Micro forceps 15cm long ,width 1.0 mm	1
2	Sponge holding forceps 9 inch	1 dozen
3	Sponge holding forceps 6 inch	1 dozen
4	Bayonet forceps	4
5	Kochers straight forceps (fine tipped 4 inch)	6
6	Kochers curve forceps (fine tipped 6 inch)	6
7	Babcock forceps 6 inch	1 dozen
8	Babcock forceps 4 inch	1 dozen
9	Allies forceps 6 inch(3/4 toothed)	1 dozen
10	Allies forceps 6 inch (1/2 toothed)	1 dozen
11	Allies forceps 3 inch(3/4 toothed)	1dozen
12	Allies forceps 3 inch (1/2 toothed)	1 dozen
13	Mixter forceps 180 mm length, curved half serrated jaw	1 dozen
<b>G</b>	<b>BP Blade</b>	
1	Scalpel handle (Bald Parker) no-4	1 Dozen
2	Scalpel handle (Bald Parker) no-3	1 Dozen
3	Scalpel handle (Bald Parker) no-7	1 Dozen
<b>H</b>	<b>Needle holders Tungsten carbide tip</b>	
1	Mayo Straight Needle holder 6 inch	1 dozen
2	Mayo Hegar Straight Needle holder 6 inches	1 dozen
3	Crile wood Straight Needle holder 5 inch	2
4	De-Bakey Straight Needle holder 5 inch	2
5	Bozemann Straight Needle holder 7 inch	2
<b>I</b>	<b>Retractors</b>	
1	Deavers retractor with fibre optic light cable 16mmX 9 inches	1
2	Deavers retractor 19mmX 18 cm	2
3	Deavers retractor 19mmX 25 cm	2



4	Deavers retractor 25mmX 30 cm	2
5	Deavers retractor 38mmX 30 cm	2
6	Deavers retractor 51mmX 30 cm	2
7	Deavers retractor with handle 76mmX 30 cm	1
8	Langenbacks Retractor ultra small	2
9	Langenbeck retractor small	2
10	Langenbeck retractor Large	1
11	Langenbeck retractor Medium	2
12	Morris Abdominal retractor 70x40 mm blade	6
13	Zerney Retractor wide blade 4 inch	2
14	Zerney Retractor medium blade 6 inch	2
15	Zerney Retractor 8 inches	2
<b>J</b>	<b>Self retaining retractor</b>	
1	Henderson medium size self retaining retractor 6 inch	3
2	Belfour doyen medium size self retaining retractor pediatric size	1
3	Mastoid self retaining retractor 3 inch	3
4	Denis Brown self retaining retractor	1
<b>K</b>	<b>Vascular Forceps &amp; clamps</b>	
1	Satinsky clamp Straight, curved ,right angled length 9" inches double angled 235 mm, atraumatic jaw length 68 mm	2
2	Satinsky clamp Straight, curved ,right angled length 9 inches double angled 245 mm, atraumatic jaw length 76 mm 10.5 inches	2
3	Satinsky clamp Straight, curved ,right angled length 9 inches double angled 135 mm, atraumatic jaw length 74 mm 11.5 inches	2
4	Ring Handled Bulldog Clamps 5 inches (12.5cm Long) , Straight	2
5	Ring Handled Bulldog Clamps 5 inches (12.5cm Long) , 45 Degree , Curved	2
6	Ring Handled Bulldog Clamps 5 inches (12.5cm Long) 90 Degree, Curved	2
7	Micro bulldog clamp Straight and curved, 1 cm, with applicator	1
<b>L</b>	<b>Skin grafting instrument</b>	
1	Micro Needle holder	2
2	Humby skin graft knife Handle (pediatric size) with 5 Boxes of 10 Sterile Stainless Steel skin graft blades compatible with the handle.	2
3	Meshes For expanding skin grafts	1
<b>M</b>	<b>Clamps ( non crushing)</b>	

1	Non crushing Twin Gastrojejunostomy Clamp	1
2	Pyers stomach Crushing clamp (pediatric)	1
3	Intestinal non crushing clamp straight (Pediatric/ medium size)	4
4	Intestinal non crushing clamp straight (Small size/ Neonatal )	2
5	Intestinal non crushing clamp curved (Pediatric/ medium size)	2
6	Intestinal non crushing clamp curved (Small size/ Neonatal )	2
<b>N</b>	<b>Other Instruments</b>	
1	Ventriculo peritoneal shunt introducer	2
2	Oral self retaining retractor	2
3	Periosteum elevator Length 160 mm blade width 8 mm	2
4	Bone nibbler Length 7 inches, 4 mm wide	2
5	Bone Cutter fine 7 inches, straight, double action	2
6	Rib raspatory set pediatric size(right and left)	1 each
7	Rib approximator pediatric size	1
8	Hook skin retractors	6
9	Cat's paw retractor	6
10	Walton malleable retractor Size: 305mm(12") malleable, 15 mm wide, autoclavable	6
11	Copper malleable retractor width 30 mm	6
12	Copper malleable retractor width 15 mm	6
13	Cheate forceps 10 inches, heavy, with box joint, made of stainless steel and autoclavable	12 dozen
14	Proctoscope Paediatric Reusable, stainless steel with obturator	1 dozen
15	Desjardin type Gall stone forceps Set consisting of 5 forceps with varying angle	2
16	Instrument pin	1 Dozen
<b>N</b>	For the sake of price comparison set wise price tabulation will be done and L1 will be decided. If any firm does not quotes any item in particular set, that firm will be excluded from that particular set. This is for the sake of uniformity in price comparison	

**Item 05****Irradiance Meter for Phototherapy**

<b>SI NO</b>	<b>Technical Specifications</b>
1	Handheld irradiance meter (spectro radiometer) for measurements the output of LED phototherapy machines.
2	Bandpass filters, max transmissions: 425 to 475 nm
3	Light detector , range : 0 to 40 uW/cm2/nm
4	Results expressed in uW/cm2/nm only.
5	Minimal graduation : 0.1 uW/cm2/nm
6	Accuracy: ( $\pm$ 3%)
7	Total block for IR and UV
8	Large LED /LCD display
9	On switch and auto off
10	Automatic zero setting between measurements
11	Measuring time , approx. 5 seconds
12	Power requirements : 220 V /50 Hz (with adapter) or re-chargeable batteries (approx. 6 hrs)
13	Device is produced by ISO 9001 certified manufacturer ( Certificate to be submitted )
14	Should be CE/ FDA/BIS approved product.
15	Supplied with high quality storing case.
<b>SN</b>	<b>BOQ</b>
1	System as specified

**Item 06****OAE Machine**

<b>SI No</b>	<b><u>Description</u></b>		
<b>1</b>	<b>TEOAE</b>		
<b>a</b>	1.5 to 4 kHz		
<b>b</b>	Sample Rate - 16 kHz		
<b>c</b>	Stimulus Level- ca. 80 dB SPL peak		
<b>2</b>	<b>DPOAE</b>		
<b>a</b>	DP 2 to 5 kHz		
<b>b</b>	Frequency Ratio f2/f1- 1.2		
<b>c</b>	Level Ratio L2/L1- Scissor Paradigm		
<b>d</b>	Measurement Interval- 512 samples		
<b>e</b>	Frequencies f2- 1.5, 2, 3, 4, 6, 8, kHz (single & multiple selections possible)		
<b>f</b>	Stimulus Levels L2- 35 to 65 dB HL (in steps of 5dB)		
<b>g</b>	Should be battery operated, backup of atleast 10hrs or 250-300 tests after full charge		
<b>h</b>	Multiple test methods		
<b>i</b>	Database for at least 200 tests		
<b>j</b>	Data transfer to PC via USB or wireless		
<b>k</b>	Printing via PC/ Printer(Software should be included)		
<b>l</b>	Stimulus intensity: 40 to 70 dB SPL (DPOAE). 83 dB		
<b>m</b>	Maximum output (Protection): 90 dB SPL.		
<b>n</b>	Power supply: (4) AA/UM-3/R6 - alkaline, lithium.		
<b>3</b>	Display: LCD-display 4 line x 10 character.		
<b>4</b>	It should be upgradable to diagnostic DPOAE and TEOAE		
<b>5</b>	Should have cavity test to check probe maintenance.		
<b>6</b>	Should have adjustable noise floor.		
<b>7</b>	Should have neonate modes for newborn hearing screening		
<b>8</b>	Should have reusable ear tips of different size & both foam types.		
<b>9</b>	All accessories should be from the same manufacturer and should be European CE/ US FDA approved		
<b>SN</b>	<b>BOQ</b>	<b>QTY</b>	<b>UOM</b>
<b>1</b>	System as specified	1	No

**Item 07****Open Care System**

<b>SI NO.</b>	<b><u>Description</u></b>
1	Neonatal open care system should have integrated bassinet, heating element, timer and weighing scale
2	The body structure should be robust so that it should not bent on itself
3	Warmer module swivel 90° on either side horizontally
4	Examination light - LED: light intensity 0-1200 Lux Facility for an examination light with variable intensity should be present
5	Heating element: Heater output should be $\leq 600$ W , medical grade with parabolic reflector and protected by grid, warming system with microprocessor based controls, probes & alarms.
a	Heating element should be covered under warranty
6	Should have uniform heating from all points over the bassinet
7	Control unit allows air and skin temperature preset (LED indicator) and drives radiant heater output (servo and manual).
8	<b>Bassinet tilt</b>
a	Should allow tilt for Trendelenburg as well as reverse Trendelenburg position (+/-15 deg)
b	Should have continuous variable bed tilting mechanism for a bed tilt on either side
c	Should have motorized variable height adjustment mechanism to vary the cradle / baby bed between from the ground, should be able to adjust height of the bed from either side of the warmer
d	Should have inbuilt weighing scale which can weigh ranging from 200gm to 7kg (with +/-5gm accuracy) with Tare facility
e	Should have side support and can be dropped down for easy access to the baby, the mechanism for the same should be robust
f	Adjustable bassinet height from ground should be minimum 80-85 cm and max 100-110cm
9	Should have mattress and it should be sealed in such a way that it should not allow ingress of liquid
10	Integrated timer on control panel: 1 to 59 minute in 1 sec increment (min 20 minutes), with count-up /count-down feature and with alarm facility
11	Temperature range, skin : 34 to 38°C (use pre-settable)
12	Temperature accuracy of +/- 0.1°C at the set temperature
13	Monitoring of skin temperature by means of sensor, range ; 30 to 42°C (Sensor should cover under both warranty & CMC)

<b>14</b>	<b>Manual mode</b>		
<b>i</b>	Adjustable in steps from 0 to 100% in increments of 5%		
<b>ii</b>	Heater power should be reduced to 50 - 60% after 10-15 minutes in manual mode for baby safety		
<b>15</b>	Control unit :		
<b>a</b>	Audiovisual alarms according to timer and temperature presets avoiding overheating/under heating (+/- 0.5 deg C from preset)		
<b>b</b>	Text message alarms readable from distance		
<b>c</b>	Provision to silence alarm manually for a preset time		
<b>16</b>	Under table 2 no. of storage drawers		
<b>17</b>	Two side rails allow for mounting of accessories		
<b>18</b>	Hood suspended above the basinet integrates heating elements and overhead light		
<b>19</b>	Antistatic castors with 4 brakes		
<b>20</b>	Display reports systems errors, sensor failures.		
<b>21</b>	Should have a slot for X-Ray cassette without removing baby and suitable for babygram		
<b>22</b>	Operating voltage 220-240 V 50Hz and equipment should have voltage surge protection facility		
<b>23</b>	It should be European CE (with 4 digit notified body no.) or US FDA approved product.		
	<b>Supplied with:</b>		
<b>1</b>	Additional 5 reusable skin temperature probes (including connection cables)		
<b>2</b>	Price of the consumables should be quoted for 10 years separately		
<b>SN</b>	<b>BOQ</b>	<b>Qty</b>	<b>Uom</b>
<b>1</b>	System as specified	1	No
<b>2</b>	Reusable skin temperature probes (including connection cables)	5	No

**Item 08****OT Table (Paediatric)**

<b>SI NO.</b>	<b>Description</b>
<b>1</b>	Should be a Mobile OR table with electrical hydraulic drive via integrated batteries and mains power supply.
<b>2</b>	Should have adjustment for base locked / unlocked via hand control unit by means of a four post, self-levelling hydraulic locking system. Long side heavy base should be at Leg side
<b>3</b>	Should have a crush prevention system – just 5cm before touching the Ground
<b>4</b>	Characteristics of the OR table top: OR table top is equipped with for unobstructed intraoperative access for the C-arm over the full length. Table top subdivided into 4 sections:
<b>a</b>	Head rest, with up / down articulation
<b>b</b>	Back rest, detachable
<b>c</b>	Pediatric Plate (incl. removable pad; radiolucent; integrated side rails to attach further accessories; scalloped to allow close access to the paediatric patient)
<b>d</b>	Seat plate with perineal cut-out
<b>e</b>	Leg rest, detachable
<b>5</b>	Should have a powered kidney elevator between the back and the seat plate to enable stronger flexion to the patient's body.
<b>6</b>	For additional flexibility, the back section is completely detachable which allows for the use of several positioning accessories designed
<b>7</b>	Should have guide rails underneath the table top to allow for inserting of X-ray cassettes over the complete length, including the area of the central seat section.
<b>8</b>	Control of the adjustment motions: The adjustments of the hydraulically powered motions are controlled electrically from outside the intervention area via cable connected hand control.
<b>9</b>	All powered functions can be controlled manually also (override system) via an additional control unit
<b>10</b>	Battery-powered / mains operation: Maintenance-free special-design batteries, with a capacity for approx. 20 or more surgical operations. The battery charge-level should be indicated.
<b>11</b>	Technical data:
<b>a</b>	Dimensions: (+) 100mm is acceptable
<b>b</b>	Total length of OR table top incl. head rest: 2124 mm
<b>c</b>	Length of OR table top without head rest: 1800 mm
<b>d</b>	Width of OR table top: 534 mm
<b>e</b>	Total width of OR table top incl. side rails: 587 mm
<b>f</b>	Upper body Imaging Window: 1016mm
<b>g</b>	Standard Lower body imaging : 1118mm
<b>h</b>	Radiographic with : 465mm
<b>i</b>	Total length table base: 1072 mm
<b>j</b>	Max. width of base: 520 mm
<b>k</b>	Adjustments via hand control unit: (+) 100mm/50 is acceptable

<b>l</b>	Height: 635-1075 mm		
<b>m</b>	Height incl. pads: 685 – 1125 mm		
<b>n</b>	Kidney elevator up infinitely variable: 75 mm		
<b>o</b>	Lateral tilt left / right: 20° / 20°		
<b>p</b>	Trendelenburg / Reverse Trendelenburg: 30° / 31°		
<b>q</b>	Back plate up / down: 90° / 45°		
<b>r</b>	Leg plate up / down: 30° / 105°		
<b>12</b>	<b>Accessories:</b>		
<b>a</b>	Arm Board multi directional and flexible		
<b>b</b>	Side supports and body supports		
<b>c</b>	Pediatric Stirrups, Pair -lift assist mechanism for easy one-hand adjustment for lithotomy positioning; soft pad and contoured boot comfortably secures pediatric patient's foot and lower leg. Special boot design to fit pediatric anatomy.		
<b>d</b>	for patients ages 3 - 6 years old Junior Stirrups, Pair - lift assist mechanism for easy one-hand adjustment for lithotomy positioning; soft pad and contoured boot comfortably secures pediatric patient's foot and lower leg. Special boot design to fit children's anatomy.		
<b>e</b>	Body straps padded		
<b>f</b>	Wrist straps		
<b>g</b>	Anesthesia Screen		
<b>h</b>	Anesthesia tube support		
<b>i</b>	Gel rings – pediatric		
<b>j</b>	Gel pads one set with pads for head trunk and feet.		
<b>13</b>	The equipment should be US-FDA or European CE with 4 digit notified body no approved.		
<b>SN</b>	<b>BOQ</b>	<b>QTY</b>	<b>UOM</b>
1	OT Table as specified	1	No
2	Arm Board multi directional and flexible	1	Set
3	Side supports and body supports	1	Set
4	Pediatric Stirrups, Pair -lift assist mechanism	1	Set
5	for patients ages 3 - 6 years old Junior Stirrups, Pair - lift assist mechanism	1	Set
6	Body straps padded	1	Set
7	Wrist straps	1	Set
8	Anesthesia Screen	1	Set
9	Anesthesia tube support	1	Set
10	Gel rings – pediatric	1	Set
11	Gel pads one set with pads for head trunk and feet.	1	Set



**Item 09****LED Phototherapy Unit**

<b>SI NO.</b>	<b>Description</b>		
1	Heavy sturdy mobile stand		
2	Overhead unit		
3	Adjustable height 1.20 meter to 1.6 meter		
4	LED light(with white light option)		
5	Wavelength : 450 to 475nm with peak at 470 nm		
6	Irradiance at skin level : min 25 uW/cm2/ nm or more (Should not exceed 65 ) at 30cm from the source		
7	Integrated cumulative hour timer		
8	Antistatic castors with brakes		
9	Inbuilt mechanism to avoid overheating of the unit		
10	Power cut off for $\geq 85$ °C.		
11	Should have removable head.		
12	Should be European CE or US FDA approved product		
13	Life of LED light source should be more than 50000 hrs		
	Spare set of fuses : 5		
<b>SN</b>	<b>BOQ</b>	<b>QTY</b>	<b>UOM</b>
1	System as specified	1	No

**Item 10****Resuscitation Equipment**

<b>SI No</b>	<b>Description</b>
<b>A</b>	<b><u>Self inflating Bags 250 ml</u></b>
	Technical Specifications
1	Self inflating bag
2	Silicone made
3	Provided with open ended reservoir
4	Patient valves pliable, well sealed, have minimum dead space and no forward or backward leaks
5	The bag should have an oxygen inlet which fits into the standard oxygen tubing both from a cylinder and central supply
6	Round shaped, cushioned face masks should be transparent, fit the patient outlet easily and have minimum dead space.
7	The system should withstand washing, scrubbing and autoclaving procedures
8	Face masks : sizes i.e. 00,0: 3 set with each bag.
9	European CE/ US FDA Certification should be provided
<b>B</b>	<b><u>Self inflating Bags 500 ml</u></b>
	Technical Specifications
1	Self inflating bag
2	Silicone made
3	Provided with open ended reservoir
4	Patient valves pliable, well sealed, have minimum dead space and no forward or backward leaks
5	The bag should have an oxygen inlet which fits into the standard oxygen tubing both from a cylinder and central supply
6	Round shaped, cushioned face masks should be transparent, fit the patient outlet easily and have minimum dead space.
7	The system should withstand washing, scrubbing and autoclaving procedures
8	Face masks : sizes i.e 0, 1: 3 set with each bag.
9	European CE/ US FDA Certification should be provided
<b>C</b>	<b><u>Self inflating Bag 750ml</u></b>
	Technical Specifications
1	Self inflating bag

2	Silicone made		
3	Provided with open ended reservoir		
4	Patient valves pliable, well sealed, have minimum dead space and no forward or backward leaks		
5	The bag should have an oxygen inlet which fits into the standard oxygen tubing both from a cylinder and central supply		
6	Round shaped, cushioned face masks should be transparent, fit the patient outlet easily and have minimum dead space.		
7	The system should withstand washing, scrubbing and autoclaving procedures		
8	Face masks : sizes i.e 1,2: 3 set with each bag.		
9	European CE/ US FDA Certification should be provided		
D	<b><u>Laryngoscope with different size blades</u></b>		
	Technical Specifications		
1	High quality corrosion resistant stainless steel blades(straight-miller) and body		
2	LED Light source firmly fixed with blade		
3	Blades size 00,0 and 1,2 (3 sets with each)		
5	Should withstand chemical sterilization and autoclaving		
8	Battery should hold charge for more than 2 Hr.		
9	Should be CE/FDA/BIS approve product		
<b>SN</b>	<b>BOQ</b>	<b>QTY</b>	<b>UOM</b>
1	Self inflating Bags 250 ml	1	Set
2	Self inflating Bags 500 ml	1	Set
3	Self inflating Bag 750ml	1	Set
4	Laryngoscope with different size blades	1	Set

**Item 11****Transcutaneous Bilirubin Analyser**

<b>SI No</b>	<b>Description</b>		
1	Light weight: portable unit		
2	Multi wavelength spectral reflectance meter		
3	Provides non-invasive measurement of total serum bilirubin reported in mg/dL or micromol/L		
4	Measurement range 0 to 20 mg/dL (0-340 micromol/L)		
5	Light source should be pulse xenon arc lamp		
6	Silicon photodiodes detector		
7	Should have a reusable measuring probe which can be cleaned with disinfectant		
8	Should have an in-built battery		
9	Large easy to read display		
10	Should have a charging station		
11	Should work with all skin colour		
12	Should be European CE or US FDA approved product and the certificate must be submitted		
14	The unit shall be capable of being stored continuously in ambient temperature of 0-50deg C and relative humidity of 30-90%		
15	The unit shall be capable of operating in ambient temperature of 20-40 deg C and relative humidity of less than 70%		
16	Should have local service facility and should have the necessary equipments to carry out preventive maintenance test		
17	Onsite physical demonstration and training of the equipment to all the end users with all the requested facilities will be mandatory		
	Supplied with		
1	Charging unit with calibration checker certificate should be submitted at the time of supply.		
2	User manual with trouble shooting guidance, in English		
3	Technical manual with maintenance and first line technical intervention instructions, in English		
5	Rates of spare parts to be quoted separately		
6	List with name and address of technical service providers in India		
7	Should be usable in preterm and term newborns from birth to 10 days of life.		
<b>SN</b>	<b>BOQ</b>	<b>Qty</b>	<b>UoM</b>
1	System as specified	1	No
2	Charging unit with calibration checker	1	No

**Item 12****Transport Incubator with Ventilator**

SI NO.	Description		
1	Double wall transparent canopy with mattress, mount on collapsible trolley of OEM (same make) with lockable castors		
2	Front and head access door, slide-out mattress tray With baby restraining straps		
3	Should have 2 iris port holes for ventilator tubing, SPO2 probes etc		
4	Warm air circulation system		
5	Bacterial filter to remove air born particles		
6	Incubator air temperature monitoring and servo control : 25 to 38 deg C , increments 0.1deg C, Humidity control.		
7	Digital displays outside shows air and skin temperature		
8	Ventilator (OEM) – basic ventilator with at least CPAP and IMV modes with controls for CPAP/PEEP. PIP, rate. Ti and FiO2		
9	<b>Two 10L integrated oxygen cylinders, regulator and flow meter with compatible connectors for refilling</b>		
10	Audiovisual alarms: high /low air temperature, temperature sensor failure , power failure and low battery		
11	Portable SpO2 monitors with reusable neonatal probes (wrap type) - 10 nos should be quoted		
12	Construction allows frequent washing and disinfection of the incubator		
13	Battery and AC supported.		
14	Should have facility for IV stand.		
15	Power requirements : 220-240V / 50 Hz and internal re-chargeable batteries (autonomy 4-6 hrs)		
16	The battery should be capable of recharging from mains as well as the ambulance power source		
17	It should be able to run the following equipment when disconnected from the power source: heater, suction machine, ventilator		
18	It should be US FDA or European CE approved product		
	Supplied with:		
	5 x spare skin temperature probe		
	1 x spare rechargeable battery.		
	2 x empty 10 L oxygen cylinders.		
	2 x spare set of fuses.		
	Slot for X-Ray cassette for taking X-rays without removing babies		
SN	BOQ	Qty	UoM
1	System as specified	1	No
2	Skin temperature probe	5	No
3	Rechargeable battery.	2	No
4	10 L oxygen cylinders.	2	No
5	set of fuses.	3	set

**Item 13****Paediatric Urodynamic System**

<b>SI NO</b>	<b>Description</b>
<b>1</b>	<b>Description of Function</b>
1.1	The Urodynamic system should have multi channel (minimum 6 channel) microprocessor based compact system with a high resolution color monitor for the Urodynamic study for Neurovesical and erectile dysfunction(Non-Invasive technique).The equipment should be modular design and should be able to carryout different tests like Uroflowmetry, Cystometry (CO2 & H2O), Electromyography (EMG), Pressure flow study (PFS), Bladder/Valsalva leak point measurement
<b>2</b>	<b>Operational Requirements</b>
2.1	The equipment should be modular design and should be able to carryout different tests like Uroflowmetry, Cystometry (CO2 & H2O), Electromyography (EMG), Pressure flow study (PFS), Bladder/Valsalva leak point measurement
<b>3</b>	<b>Technical Specifications</b>
3.1	It should have different pre set program according to users preferences.
3.2	There should be online monitoring of measurement minimum six different parameters with simultaneous measurement of three direct pressure studies like vesical, abdominal and urethral
3.3	There should be a high resolution, medical grade high defination monitor with speaker & microphone with a dedicated controlled keyboard, mouse, speakers for EMG
3.4	Facility for fully automatic comprehensive patient filing & report generation with editing/post processing mode. Latest software for analysis of data should be incorporated with provision of future upgradation of software.
3.5	The pressure transducers should have long life reusable transducer so as to last for more than 8-10 years.
3.6	The equipment should have control panel inside the equipment to avoid water spillage. System should have automatic drainage system of wire.
3.7	Advanced window based Software for operating, analyzing & report generation with templates of full text.
3.8	Flowmetry : Range – 0-60ml/sec; Volume – 2 l Transducer –Weight Rotating disc type with incorporated automatic spinning disk artifact compensaation.
3.9	Pressure Study : Range: 1 – 250 cm of water; Transducer – Long life Statham type
3.10	Water Pump Unit : Infusion Rate – 2-10ml/min, Increment – 1ml/min –10-100ml/min, Increment – 5ml/min Puller speed @ 0.25 to 5 mm/sec with accuracy $\pm$ 2% and reserve speed of 10-15 mm/sec.
3.11	Console : Core i7 with a hard disk drive (HDD) – 1TB & RAM-4GB, DVD-writer 18X or more for recording of DVDs/CDs
3.12	Patient Unit should include :

	Trolley –1, Pole – 1, 17” Monitor with speakers & microphone-1, Water Pump Unit with 30 infusion sets, EMG Module-1, Pressure Transducer Statham-3, Uroflowmetry transducer-1, Puller for urethral pressure profile study.		
3.13	Software in Original: Latest & Compatible operating window systems		
3.14	Facility to connect with hospital information system (HIS - VII) and to transfer data through cable and wireless.		
3.15	Compatible Motorized Micturition chair - separate		
3.16	The Urodynamic system should be up gradable for future with technical advances		
3.17	Compatible Laser color Printer.		
3.18	Bladder scanner to measure post void residual wire.		
3.19	Visual Biofeed back system should be incorporated (price to be quoted separately)		
4	System Configuration Accessories, spares and consumables		
4.1	<b>System as specified-</b>		
4.2	All consumables required for installation and standardization of system to be given free of cost as mentioned below: Dampening tube-24, Two lumen catheter 6 Fr-30, Infusion set-12, Y-Piece-4, Three way stop cork-50, Disposable Domes-50, Rectal catheter-20, , Concentric needle electrode-10, Ground Electrode-4, Surface Electrode-12, Pressure line (150cm) – 50, Anal plug electrode – 2, Laser color catridge - 10 nos		
5	<b>Power Supply</b>		
5.1	Power input to be 220-240VAC, 50Hz fitted with Indian plug		
5.2	UPS of suitable rating with voltage regulation and spike protection for 60 minutes back up.		
6	<b>Standards, Safety and Training</b>		
6.1	Should be US-FDA or European CE(with 4 digit notified body no) approved product		
6.2	Manufacturer/Supplier should have ISO certification for quality standards.		
6.3	On site Comprehensive training for lab staff and support services till familiarity with the system.		
<b>SN</b>	<b>BOQ</b>	<b>Qty</b>	<b>UoM</b>
1	Urodynamic system as specified	1	No
2	Dampening tube	24	No
3	Two lumen catheter 6 Fr	30	No
4	Infusion set	12	No
5	Y-Piece	4	No
6	Three way stop cock	50	No
7	Disposable Domes	50	No
8	Rectal catheter	20	No
9	Concentric needle electrode	10	No
10	Ground Electrode	4	No
11	Surface Electrode	12	No
12	Pressure line (150cm)	50	No
13	Anal plug electrode	2	No
14	Laser Printer	1	No
15	Color catridge	10	No
16	Motorized Micturition chair	1	No
17	Anorectal manometry catheter	10	No
18	Esophageal manometry cathete	10	No

**Item 14**  
**Ventilator Neonatal with HFO**

SI No	<u>Description</u>
1	Suitable for neonates ( 500gm to 10Kg)
2	Continuous flow, Time cycled & pressure limited.
3	volume guarantee with every mode.
4	Volume targeting ( Range 2 ml to 50 ml)
5	Modes : IMV, SIMV, nasal CPAP, PSV, A/C - (It should have pressure control and volume targeted both)
6	It should have facility for High Frequency oscillation mode of ventilation(HFO)
7	Apnea back-up ventilation.
8	Digital display : Should have integrated high resolution LCD screen minimum 10" or more color display with touch screen facility for real-time display of scalar (Pressure, Flow and Volume against time) and loop (Pressure-volume, volume-flow and pressure-flow). Graphic display of at least 3 waveforms together out of choice of flow, volume and pressure versus time with a facility to freeze these waveforms. Facility for loops together with a facility to freeze the same.
10	Digital display of FiO <sub>2</sub> , peak pressure, mean airway pressure, CPAP/PEEP, Expiratory tidal volume, expiratory minute volume, total frequency, spontaneous frequency, lung function monitoring including compliance, resistance, lung distention coefficient, (C <sub>20</sub> /C), Lung time constant, Rate volume ratio etc.
11	Should have built-in logbook for recording events like various alarms.
12	Integrated monitoring: Integrated volume and pressure monitoring i.e. monitoring of PEEP P <sub>max</sub> , P <sub>mean</sub> and VT, VT <sub>spont</sub> , MV and MV <sub>leak</sub> . The volume monitoring should have NTPD to BTPS correction
13	Monitoring of I:E, frequency and Spontaneous Frequency
14	Audiovisual alarms with advisory on-screen message: MV high/Low, Apnea, tube obstruction, FiO <sub>2</sub> high/low, high PIP, low PEEP/CPAP, CO <sub>2</sub> alarm, fail to cycle, gas supply low, power failure, ventilator inoperative, alarm log book ,Tables and Trends of Two days should be available.
15	Monitoring of flow: It should be measured at the proximal end of the tubing (towards the baby) and flow sensors should be reusable type. Dead space of flow sensor including Y piece should be less than 2ml
16	Ventilator should have following features in Pressure Support/ Volume Guarantee:
a	It should be possible to give leakage adapted inspiratory trigger during pressure support to spontaneously breathing patients with a set volume guarantee.
b	Volume guarantee should be regulated with lowest possible airway pressure within a set PIP.
c	It should be possible to adjust the Volume Guarantee manually as per patient requirement
17	Control Panel user friendly
18	Reusable patient tubings both conventional & HFO (after chemical and heat sterilization)
20	Ventilator should be US FDA or European CE approved product and should submit the respective certificate of US FDA or European CE.
21	Ventilator should be supplied with Good quality medical air compressor (OEM).
22	The Servo Controlled Heated wire Humidifier should be supplied along with Reusable patient circuit. The humidifier must be FDA approved or European CE (There should not be collection of water in the inspiratory limb)
23	Battery back-up (at least 30 minutes) should provide for ventilator
24	Should be supplied with ultrasonic nebulizer which should have capability to deliver particle size of < 3 micron and to be used in both off and on line with ventilator.
25	Settings range:



<b>a</b>	Trigger Flow/ volume, leak adapted		
<b>a.1</b>	Trigger delay 30 - 60 ms		
<b>b</b>	PIP 10 to 80 cm H2O		
<b>c</b>	PEEP/ CPAP 0 to 25 cm H2O		
<b>d</b>	I:E ratio 1:0 to 1:10		
<b>e</b>	Insp. Time 0.1 to 2 Sec		
<b>f</b>	Exp. Time 0.2 to 30 sec		
<b>g</b>	Frequency Up to 100 BPM		
<b>h</b>	Base Flow 1 to 30 LPM		
<b>i</b>	Synchronization Patient synchronization with adjustable flow trigger		
<b>j</b>	Integrated blender for Oxygen 21% to 100%		
<b>k</b>	should be supplied with oxygen sensors (long life more than 5 years OEM)		
<b>l</b>	HFO rate 3 to 20Hz		
<b>m</b>	High frequency amplitude 1-100% Or upto 100 cms H2O		
<b>n</b>	Mean airway pressure 0-20 cm H2O		
	SUPPLIES (WITH EACH UNIT)		
<b>1</b>	Scope of supply with each ventilator		
<b>a</b>	Ventilator on trolley with wheels and brake facility		
<b>b</b>	Medical air compressor (OEM)		
<b>c</b>	Humidifier: Auto-clavable humidifier chamber (2 Chambers with each ventilator)		
<b>d</b>	Circuit support arm		
<b>e</b>	2 hose sets of reusable tubes for both conventional and HFOV		
<b>f</b>	5 hose sets of disposable conventional neonatal ventilation circuit		
<b>g</b>	Flow sensors (2 sets with each ventilator)		
<b>h</b>	Oxygen sensor - 1		
<b>i</b>	Oxygen connecting hose - 1		
<b>j</b>	Air connecting hose - 1		
<b>k</b>	Test lung - 1		
<b>l</b>	Heater wire (3 each)		
<b>m</b>	Temperature probe (3 each)		
<b>n</b>	Nasal interface (10 in number) with nasal mask (10 each of all sizes) and nasal prongs (10 each of all sizes) and bonnet (10 each of only preterm size) with each ventilator		
<b>SN</b>	<b>BOQ</b>	<b>Qty</b>	<b>UoM</b>
1	System as specified	1	No
2	Ventilator on trolley with wheels and brake facility	1	No
3	Medical air compressor (OEM)	1	No
4	Humidifier: Auto-clavable humidifier chamber (2 Chambers with each ventilator)	1	Set
5	Circuit support arm	1	Set
6	Reusable tubes for both conventional and HFOV	2	Set
7	Disposable conventional neonatal ventilation circuit	5	Set
8	Flow sensors (2 sets with each ventilator)	2	Set
9	Oxygen sensor	1	No
10	Oxygen connecting hose	1	No
11	Air connecting hose	1	No
12	Test lung	1	No
13	Heater wire	3	No
14	Temperature probe	3	No

15	Nasal interface with nasal mask (10 each of all sizes)	10	Set
16	Nasal prongs ( all sizes)	10	No each
17	Bonnet (preterm size)	10	No each

**Item 15**  
**Paediatric Cystoscope And Resectoscope**

SI NO	Description	Qty
I	<b>Cystourethroscope for Neonates</b>	
	Compact universal operating cystourethroscope 7.5 -8 Fr/ 8.5-9.5Fr, 10 deg angle of view. 3.5 - 5 Fr working channel, working length 130-150mm with irrigation channel	
	Compact universal operating cystourethroscope 6 Fr/ 7.5Fr, 0 deg angle of view. 4-6.5 Fr working channel, working length 130-150mm with irrigation channel	
A).	<b>Telescopes:</b>	
1	Telescope ( one each ) Autoclavable 134 ° C / 273°F with enlarged image & brightness size 1.2- 1.9 mm, 0° Length 20 cm- 01No.	1 no.
2	Telescope (one each) Autoclavable 134 °C, 273oF With enlarged image and brightness, size 1.2 - 1.9 mm, 25° or 30°,Length 20 cm - 01No	1 no.
B).	<b>Sheath with obturator with fixed irrigation channel with stop cock</b>	
1	Size 7-8 Fr. ( one each) for diagnostic use compatible with 0 ° telescope	1 no.
2	Size 8-9 Fr. (one each) with instrument port capacity 3Fr.	1 no.
3	Size 9-10 Fr. (one each) with instrument port capacity 5Fr.	1 no.
C).	<b>Electrode : ( three each)</b>	
1	<b>Button electrode, flexible , unipolar , 530 mm length and 3 Fr. Size</b>	3 no.
2	<b>Button electrode, flexible , unipolar , 530 mm length and 5 Fr. Size</b>	3 no.
II	<b>Resectoscope - for Neonates</b>	
A.	Sheath with obturator with fixed irrigation channel with stopcock with distal end insulated Size 9 Fr. (one each) with instrument port capacity 3Fr.	1 no.
B.	Working element (bridge) with spring controlled thumb support and with monopolar cable attachment port and one port for telescope and one slot for working element- 01 Nos.	1 no.
C.	1.9 mm 0 ° telescope to match the Resectoscope and working element	1 no.
	1.9 mm 30 ° telescope to match the Resectoscope and working element	1 no.
	Accessories:	
d).	<b>Electrodes</b>	
1	Set of 6 hook electrodes – 2 Nos	2 no.

2	<b>Cold Knife – set of 6 knife – 1 Nos Urethrotome sheath 8-10Fr - 1 no</b>	1 no.
e).	<u>Forceps</u>	
1)	Rigid/flexible grasping forceps: for Stent Removal Length 25-30 cm, size – 3Fr. (one)	1 no.
2)	Rigid/flexible grasping forceps: for Stent Removal Length not 25-30 cm, size – 5Fr. (one)	1 no.
3)	Biopsy forceps:	
	Flexible forceps: Length not <25 mm, size 3 Fr. (one)	1 no.
	Flexible forceps: Length not <25 mm, size 5 Fr.	1 no.
3)	<b>Cystourethroscope for children</b>	
A	Telescope	
	Telescope - Autoclavable 134 °C/ 273 °F, with enlarged image and brightness Size 2.7 mm, 0° - 01No.	1 no.
	Telescope - Autoclavable 134 °C/ 273 °F, with enlarged image and brightness Size 2.7 mm, 30° - 01No.	1 no.
B	Sheath with obturator with fixed irrigation channel with stop cock	
1	Size 11 Fr. - for diagnostic use with 0° telescope	1 no.
2	Size 13 Fr. - with two instrument ports capacity	1 no.
4)	<b>Resectoscope - for Children</b>	
A.	<b>Sheath with (insulated tip) obturator with fixed irrigation channel with stopcock with distal end insulated Size 11-13 Fr. with instrument port capacity 5 Fr</b>	1 no.
	<b>Deleted</b>	1 no.
B.	Adaptor (Bridge)	
	<i>For examination with instrument port</i>	1 no.
D.	Compatible working element with passive cutting action	1 no.
E.	Accessories	
a.	Electrodes	
1	Coagulating electrode for resectoscope with telescope of 2.7 mm, angled 90 ° retrograde, Hook electrode set of 6	1 set
2	Cold knife (Sickle) set of 2.7mm set of 6	1 set
3	High frequency cable for fulguration	4
4	All above equipment should be US-FDA or European CE approve product.	
5	All the items will be purchased from one L1 firm due to compatibility issue. Any firm not quoting any item will be excluded for the sake of uniformity of the purchased item	

**Item 16**  
**Laproscopy set-Paediatric**

SI No	Description	Qty
A	<b>PEDIATRIC LAPAROSCOPE WITH 5 MM INSTRUMENTS</b>	
1.	TELESCOPE 5 MM, 0 DEGREE ANGLE OF VIEW AUTOCLAVABLE. WORKING LENGTH 290-300 MM	1
2.	TELESCOPE 5 MM, 30 DEGREE ANGLE OF VIEW AUTOCLAVABLE WORKING LENGTH 290-300 MM	1
3.	10MM, 300 , TELESCOPE HOPKINS II FORWARD-OBLIQUE TELESCOPE 300 ENLARGED VIEW, DIAMETER 10 MM, LENGTH 31 CM, AUTOCLAVABLE, FIBER OPTIC LIGHT TRANSMISSION INCORPORATED	1
4.	10MM, 00 , TELESCOPE HOPKINS II STRAIGHT FORWARD TELESCOPE ENLARGED VIEW, DIAMETER 10 MM, LENGTH 29CM, AUTOCLAVABLE, FIBER OPTIC LIGHT TRANSMISSION INCORPORATED	1
5.	11 MM TROCAR TROCAR WITH PYRAMIDAL TIP, CANNULA , INSUFFLATION STOPCOCK, LENGTH 8.5CM, AUTOMATIC MULTIFUNCTIONAL VALVE	2
6.	6 MM TROCAR (FOR 5MM INSTRUMENT) TROCAR WITH PYRAMIDAL TIP, CANNULA WITH LUER-LOCK CONNECTOR FOR INSUFFLATION , LENGTH 5 CM AUTOMATIC VALVE	4
7.	6 MM TROCAR (FOR 5MM INSTRUMENT) TROCAR WITH PYRAMIDAL TIP, CANNULA WITH LUER-LOCK CONNECTOR FOR INSUFFLATION , LENGTH 8.5 CM AUTOMATIC VALVE	4
8.	TROCAR SLEEVE 10 MM DIA, WITH <b>MULTIFUNCTIONAL</b> VALVE WITH TAP, OBLIQUE DISTAL TIP, WORKING LENGTH 100-105 MM	2
9.	TROCAR METAL SLEEVE STANDARD 5.5-6 MM DIA, WITH INSUFFLATIONS	2
	TAP' WITH STRAIGHT DISTAL TIP RETAINING THREAD WORKING LENGTH 100 MM	
10.	REDUCER 11/5 MM	1
11.	REDUCER 6/3 MM	1
12.	REDUCING SLEEVE DIA 11/5 MM WORKING LENGTH 160 MM	2
13.	5MM REDDICK-OLSEN DISSECTING AND GRASPING FORCEPS ROTATING WITH CONNECTOR PIN FOR UNIPOLAR COAGULATION, SIZE 5 MM, LENGTH 36CM, HEAVY, DOUBLE ACTION JAWS WITH PLASTIC HANDLES, WITH HEMOSTAT STYLE RATCHET, OUTER TUBE, INSULATED, FORCEPS INSERT	1
14.	5 MM OLSEN CHOLANGIOGRAPHY FIXATION CLAMP CHANNEL FOR 6 FR CATHETER WITH 2 WAY STOPCOLCK FOR CONTRAST MEDIUM AND SALINE SOLUTION AND FLEXIBLE TUBING WITH 2 LUER LOCK CONNECTORS, SIZE 5 MM	1
15.	10 MM CLIP APPLICATOR DISMANTLING, ROTATING, LENGTH 36 CM WITH METAL HANDLE, METAL OUTER SHEATH, INSERT FOR MEDIUM AND LARGE SIZE CLIPS	1
16.	5 MM NEEDLE HOLDER KOH MACRONEEDLE HOLDER, SIZE 5 MM, LENGTH 33 CM ,SELF CORRECTING, ERGONOMIC HANDLE WITH RATCHET, LEFT CURVED JAWS WITH TUNGSTEN CARBIDE INSERTS, FOR USE WITH SUTURE MATERIAL 0/0 – 7/0	1

17.	BOWEL GRASPER 5MM , FENESTRATED DOUBLE ACTION JAW, LENGTH 30CM	1
18.	SUCTION IRRIGATION TUBE 5MM, WITH MULTIPLE OPENINGS, LENGTH 36 CM WITH HANDLE FOR SUCTION AND IRRIGATION WITH 2 WAY STOPCOCK AND ADAPTOR	1
19.	10MM FORCEPS 36CM, <b>FORCEPS</b> , ROTATING, DISMANTLING WITHOUT CONNECTOR PIN FORCOAGULATION, DOUBLE ACTION JAWS FOR RETRIEVING GALLSTONES	1
20.	CUSCHIERI ENDOSCOPIC BOWEL CLAMP 5MM , 36 CM, ROTATIONAL, DISMANTLING,	2
21.	DEBAKEY GRASPING FORCEPS 5MM , 30 CM LENGTH, ATRAUMATIC, ROTATIONAL, DISMANTLING,	1
22.	GRASPING/DISSECTING FORCEPS 5MM DIA, MONOPOLAR PERFORATED WITH HORIZONTAL SERRATIONS, DOUBLE JAW ACTION WITH LOCKING MECHANISM ROTATABLE WITH WORKING LENGTH 300 MM OR MORE	2
23.	GRASPING/DISSECTION FORCEPS, 5MM MONOPOLAR "MARYLAND DISSECTOR" CURVED WITH FINE HORIZONTAL SERRATION, DOUBLE JAW ACTION WITH LOCKING MECHANISM ROTATABLE WORKING LENGTH 300 MM OR MORE	2
24.	GRASPING FORCEPS 5 MM MONOPOLAR WITH TEETH DOUBLE JAW ACTION WITH LOCKING MECHANISM ROTATABLE, WORKING LENGTH 300 MM OR MORE	2
25.	GRASPING AND DISSECTING FORCEPS 5MM PERFORATED FINE HORIZONTAL SERRATIONS, 20 MM LONG SINGLE JAW ACTION, MODU LINE WITH LOCKING MECHANISM ROTATABLE WORKING LENGTH <b>300 MM</b>	2
26.	GRASPING AND EXTRACTION FORCEPS, <b>2 X 3 CLAWS 5 MM</b> , SINGLE JAW ACTION WITH LOCKING MECHANISM ROTATABLE , WORKING LENGTH 300 MM OR MORE	1
27.	CLAW FORCEPS 10MM , 2/3 CLAWS	1
28.	NEEDLE HOLDER CURVED RIGHT WITH AUXILIARY ALIGNED HANDLE 5 MM DIA, WORKING LENGTH <b>300-360 MM</b> COMPLETE WITH INNER SHEATH AND HANDLE	2
29.	SCISSOR 5 MM DIA, MONOPOLAR MODULAR SYSTEM "METZENBAUM" CURVED LEFT DOUBLE JAW ACTION WITHOUT LOCKING MECHANISM ROTATABLE , WORKING LENGTH <b>310-360 MM</b>	2
30.	SPARE INSERT FOR METZENBAUM SCISSOR	1
31.	BIPOLAR GRASPING FORCEPS 5.0-5.5 MM DIA, WORKING LENGTH <b>360 MM</b>	1
32.	UNIPOLAR CAUTERY LEAD, CONNECTING CABLE FOR 5 MM LAPAROSCOPIC INSTRUMENTS, 3 M LONG	2
33.	HOOK ELECTRODE MONOPOLAR 5MM, WORKING LENGTH 340-360 MM	2
34.	H.F. BIPOLAR CONNECTING CABLE 3 M LONG	2
35.	BERCI FASCIAL CLOSURE INSTRUMENT 2.8 MM SIZE, 17 CM LONG	1
36.	SUCTION-IRRIGATION TUBE SET WITH TRUMPET TYPE PLUNGER VALVE, 5 MM AND/OR 10 MM TUBE, WORKING LENGTH 350-360 MM	1
B	<b>PEDIATRIC LAPAROSCOPE WITH 3.5 MM INSTRUMENTS</b>	

37.	TELESCOPE 3.3MM, 30 DEGREE LENGTH 25CM ENLARGED VIEW AUTOCLAVEABLE FIBREOPTIC LIGHT TRANSMISSION INCORPORATED TROCAR SIZE 3.9 MM	1
38.	3 MM 30 DEGREE TELESCOPE LENGTH 14 CM ENLARGED VIEW AUTOCLAVABLE FIBREOPTIC LIGHT TRANSMISSION INCORPORATED	1
39.	3.5 / 3.9 MM <b>TROCAR FOR 3 MM INSTRUMENT</b> TROCAR WITH PYRAMIDAL TIP CANNULA, LENGTH 5 CM, WITH LUER-LOCK CONNECTOR FOR INSUFFLATION, SILICON LEAFLET VALVE	4
40.	TROCAR 3.5-3.9 MM DIA, WITH PYRAMIDAL TIP WORKING LENGTH 100 MM	3
41.	REDUCING SLEEVE DIA 5.5-6 MM/3-3.5 MM WORKING LENGTH 160 MM	1
42.	3 MM PERCUTANEOUS PYLORIC SPREADER CLICK-LINE 3 MM, LENGTH 20 CM, METAL HANDLE WITHOUT RATCHET, ROTATING, OUTER SHEATH WITH WORKING INSERT	1
43.	3MM <b>GRASPING</b> FORCEPS, ROTATING, SIZE 3 MM, LENGTH 20 CM, HEAVY, DOUBLE ACTION JAWS WITH PLASTIC HANDLES, ATRAUMATIC, FENESTRATED, WITH HEMOSTAT STYLE RATCHET, OUTER TUBE WITH INSERT, INSULATED, WITH LUER LOCK ADAPTOR FOR CLEANING	1
44.	3 MM KELLY FORCEPS, ROTATING WITH CONNECTOR PIN FOR UNIPOLAR COAGULATION, SIZE 3 MM, LENGTH 20 CM, HEAVY, DOUBLE ACTION JAWS WITH PLASTIC HANDLES, WITH HEMOSTAT STYLE RATCHET, OUTER TUBE WITH INSERT, INSULATED, WITH LUER LOCK ADAPTOR FOR CLEANING	1
45.	3 MM METZENBAUM SCISSORS , ROTATING WITH CONNECTOR PIN FOR UNIPOLAR COAGULATION, SIZE 3 MM, LENGTH 20 CM, DOUBLE ACTION JAWS WITH PLASTIC HANDLES, CONICAL, CURVED, SERRATED JAWS, WITHOUT RATCHET, OUTER TUBE WITH INSERT, INSULATED, WITH LUER LOCK ADAPTOR FOR CLEANING	1
46.	GRASPING/DISSECTING FORCEPS 3.5 MM "MARYLAND DISSECTOR", CURVED LEFT, BOTH JAW OPENING WITH LOCKING MECHANISM, ROTATABLE WORKING LENGTH 200 MM OR MORE	1
47.	ATRAUMATIC GRASPING FORCEPS 3.5 MM, BOTH JAWS OPENING WITH LOCKING MECHANISM ROTATABLE WORKING LENGTH 200 MM OR MORE	1
48.	GRASPING FORCEPS 3.5 MM, BABCOCK, BOTH JAWS OPENING WITH LOCKING MECHANISM ROTATABLE, WORKING LENGTH 200 MM OR MORE	1
49.	DISSECTOR 3.5 MM WITHOUT LOCKING MECHANISM , ROTATABLE WORKING LENGTH 200 MM OR MORE	1
50.	BIOPSY FORCEPS 3.5 MM DIA CUTTING ACTION WITHOUT LOCKING MECHANISM ROTATABLE , WORKING LENGTH 300 MM APPROX.	1
51.	BIPOLAR GRASPING FORCEPS 3.5 MM WITH SPRING HANDLE MODULAR SYSTEM 200 MM OR MORE	1
52.	HOOK ELECTRODE MONOPOLAR <b>3 MM</b> WITH DISTAL EXTENDED INSULATION 200MM OR MORE	1
53.	MODULAR NEEDLE HOLDER <b>3 MM</b> DIA, WITH WORKING LENGTH 300 MM APPROX .	2
54.	MONOPOLAR CONNECTING CABLE FOR 4 MM PIN, 3 M LONG	2

55.	SUCTION IRRIGATION TUBE 3MM, WITH MULTIPLE OPENINGS, LENGTH 20 CM WITH HANDLE FOR SUCTION AND IRRIGATION WITH 2 WAY STOPCOCK AND ADAPTOR FOR USE WITH TROCAR SIZE 3.5 MM	1
56.	<b>CO2 INSUFFLATION UNIT</b>	ONE SET
	ELECTRONIC CO2 INSUFFLATOR WITH	
	a) PIN INDEX CONNECTION	
	b) AN ADJUSTABLE FLOW RATE OF 0 TO 20 LITRE PER MINUTE	
	c) PRESSURE RANGE ADJUSTABLE BETWEEN 0-30 MM HG, PRESSURE	
	d) FLOW RATE DISPLAYED ON THE FRONT PANEL	
	e) PROVIDED WITH SILICON AUTOCLAVABLE TUBING WITH LUER ATTACHMENT.	
	f) INSTRUMENT SHALL WORK ON ELECTRIC SUPPLY AS PER INDIAN STANDARDS	
	g) HIGH PRESSURE CONNECITING TUBE WITH PIN INDEX CONNECTOR	
	h) PRESSURE REDUCER VALVE	
57.	<b>LAPARO PUMP</b>	ONE SET
	a) LAPARO PUMP INCLUDING HOLDER FOR IRRIGATION STAND	
	b) REUSABLE TUBE SET,	
	c) CABLE 3MM LONG	
	d) VACUUM TUBE FROM PUMP TO SECRETION TRAP, HYGIENE FILTER FOR ASPIRATION	
	e) ASPIRATION CONTAINER FOR ABOVE 3 LITRES, AUTOCLAVABLE (PKT OF 2)	

**Item 17**  
**Paediatric Neuroendoscope**

Sl. No	<u>Description</u>
1	HOPKINS Straight-Forward-Tele- scope 6 °, enlarged view, auto- clavable, with angled eyepiece, with instrument channel diameter 3 mm, fiber optic light transmission incorporated, diameter 4 mm
2	HOPKINS II Straight Forward Telescope 0°, enlarged view, diameter 4 mm, length 18 cm, autoclavable. Fiber optic light transmission incorporated.
3	HOPKINS II Wide Angle Forward- Oblique Telescope 30°, enlarged view, diameter 4 mm, length 18 cm, autoclavable. Fiber optic light transmission incorporated.
4	Holding System, autoclavable, consisting of: Socket to clamp on the operating table, for use with standard rails, also suited for rails from 25x10 up to 35x8 mm, with lateral clamping element for height adjustment of the articulated stand. Articulated Stand, reinforced version, L-shaped, with one mechanical central clamp for all five joint functions, height 48 cm, operating range 52 cm Clamping Jaw, metal, with axial intake, for use with instrument and telescope sheaths, clamping range 4.8 up to 12.5 mm
5	Operating Sheath, O.D.: 6.5 mm, with graduated scale, with lateral stopcock and Inlet for catheter, with obturator for stereo-tactic positioning.
6	Ventriculostomy Forceps, diameter 1.7 mm, working length 30 cm
7	Balloon Catheter, O.D. 1.0 mm, length 40 cm, volume 0.20 ml, sterile, single use, 20 pieces
8	Grasping Forceps with teeth
9	Biopsy Forceps
10	Scissors, pointed, lightly curved jaws, double action jaws, diameter 1,7 mm, length 30 cm
11	Injection Needle, flexible, diameter 2.5 mm, working length 45 cm, disposable
12	Puncture Needle
13	Coagulating Electrode, bipolar, 5 Fr.
14	Coagulating Electrode, unipolar, semi flexible, working length 28 cm, Diameter 5 Fr.
15	Irrigation Tube, autoclavable, with LUER-Lock connection
16	Sheath insert for use of 30°-, 70°-, 120° diagnostic telescope through operating sheath
17	Sheath insert for use of 0° diagnostic telescope through operating sheath
18	Adaptor, autoclavable, for facilitating changing of telescopes in sterile conditions
19	Container for keeping and sterilising instruments and Silicon oil 10 uniits
	Price of all the above items should be frozen for 7 years.



**Item 18**  
**Paediatric Rigid Bronchoscope & Oesophagoscope**

<b>SI NO.</b>	<b><u>Description</u></b>
<b>1</b>	Adjustable proximal prismatic light deflector
<b>2</b>	Maximum lumen and small external diameter
<b>3</b>	No loss of lumen through light carrier
<b>4</b>	Pediatric bronchoscope –extended length
<b>5</b>	Consisting of: Bronchoscope sheaths of size 2.5Fr(18-19cm),3Fr(18.5cm & 26cm),3.5 Fr(26 and 30cm), 4Fr (30cm ) and 5 Fr (30cm) of standard length.
<b>6</b>	Esophagoscope Tube size- 5 outer diameter 7.7 mm inner diameter length 30 cm – 1No
<b>7</b>	Esophagoscope Tube size 4 outer diameter 4.8 mm inner diameter 4.3 mm length 30 cm – 1No
<b>8</b>	Prismatic light deflector with connection for fibre optic light cable.
<b>9</b>	Glass window plug
<b>10</b>	Rubber telescope guide
<b>11</b>	FLUVOG adapter with sliding glass window plug, sealing cap, notched lens and Keyhole opening, movable.
<b>12</b>	Injection cannula , O.D 3.5mm,
<b>13</b>	For positive pressure assisted ventilation system, for use with bronchoscopes
<b>14</b>	Instrument guide for aspiration catheter.
<b>15</b>	Adapter to respirator
<b>16</b>	Sealing plug for respiration connector.
<b>17</b>	Adjustable magnifier, swing –away type
<b>18</b>	<b>ACCESSORIES:</b>
<b>a</b>	Straight Forward Telescope 0 degree, 2.9 mm diameter, length 36cm, autoclavable, fiber optic light transmission incorporated – 1No
<b>b</b>	Straight Forward Telescope 0 degree, 2.9 mm diameter, length 30cm, autoclavable, fiber optic light transmission incorporated – 1No
<b>c</b>	Straight Forward Telescope 0 degree, 2.1 mm diameter, length 18cm, autoclavable, fiber optic light transmission incorporated – 1No
<b>d</b>	Pediatric Optical forceps for peanuts and soft foreign bodies, for use with mentioned telescopes(36cm and 26cm)
<b>e</b>	Pediatric Optical alligator forceps, for use with telescopes (36cm and 26cm)
<b>f</b>	Telescopic Bridge for a fixed position between telescope and bronchoscope.
<b>g</b>	Telescope bridge for fixed position between 36cm telescope and 30 cm & 26cm sheath
<b>h</b>	Cup Grasping Forceps, 1.5 mm shaft diameter,compatible with 36cm telescope

**Item 19****Paediatric URS**

<b>Sl.No</b>	<b>Description</b>
1	<b>Description of Function</b>
	Minimally invasive Fibre optic, endoscopic instrument for diagnosis and treatment of diseases of ureter and kidney.
	<b>Operational Requirements</b>
2	Integrated fibre optic semi rigid ureteroscope for using in pediatrics upper urinary tract endoscopic surgery.
3	<b>Technical Specifications</b>
3.1	Long Arm (Working Length – 350 mm or less) Autoclave with offset Eyepiece, Distal sheath tip 4.5 Fr. - 6.5 Fr. Atraumatic Viewing angle 5 -10 degree, with laterally placed eyepiece. - 1 no. Channel size 3 Fr or more
3.2	Appropriate formalin chamber.
4	<b>System Configuration Accessories, spares and consumable</b>
4.1	System as specified
4.2	URS alligator forceps (largest compatible with ureteroscope) – 2nos.
4.3	URS tripronge forceps (largest compatible with ureteroscope) – 4nos. (Can be from other manufacturer)
4.4	Path finder - 2 no (should be European CE or USFDA approved, can be from the other manufacturer)
4.5	All consumables required for installation and standardization of system to be given free of cost.
5	<b>Standards, Safety and Training</b>
5.1	Should be European CE or USFDA approved product.
<b>SN</b>	<b>BOQ</b>
1	Ureterorenoscope set as specified

**Item 20****PCNL Set Paediatric**

SINo	Description
	Should Have
1	Wide-Angle Straight Forward Telescope 26 Fr 6°, length 25cm, with parallel eyepiece, autoclavable, with LUER-Lock connection for inflow, with instrument channel, fiber optic light transmission
2	Wide-Angle Straight Forward Telescope 24Fr 6°, length 19cm, with parallel eyepiece, autoclavable, with LUER-Lock connection for inflow, with instrument channel, fiber optic light transmission
3	Operating Sheath, 26 Fr., for continuous irrigation and suction
4	Hollow Obturator and Fascial Dilator for 26 Fr Sheath.
5	Operating Sheath, 24 Fr., for continuous irrigation and suction
6	Hollow Obturator and Fascial Dilator for 24 Fr Sheath.
7	3 piece Puncture Cannula, for localization of renal calculi including inner and outer cannulae.
8	Dilation Cannula, ø 3 mm, for introduction of a second safety guide wire consisting of an inner and outer cannula.
9	Telescoping Dilation Sets, consisting of: set of 6 dilators, size 9, 12, 15, 18, 21 and 24 Fr., 27 Fr and 30 Fr with 2 rigid and 2 flexible guide rods for Nephroscopes 26 Fr and 24 Fr.
10	Grasping Forceps for large stone fragments and coagula, fenestrated jaws and U-spring handle, length 38 cm
11	Grasping Forceps for large stones and stone fragments, 3 expanding jaws and small fixation spikes, with U- spring handle, length 38 cm.
12	Grasping Forceps for large stones and stone fragments with fenestrated jaws and ring handle, double action jaws, length 38 cm
13	Grasping Forceps for large stones and stone fragments, serrated jaws, double action jaws, with ring handle, length 38 cm.
14	Scissors, single action jaws, length 38cm.
15	Suction Tube, length 38 cm.
16	Amplatz Sheath, compatible for use with Nephroscope qty = 20
17	Guide Wire .035", 0.032 and 0.025 two each
18	Should be supplied with a storage cupboard with dimensions at least 1018 x543x1982 mm Can be of different make.
19	Should be supplied with a sterilization basket
20	Should include radiation protection gloves no 7 and lead shield for body and thyroid min 4 sets. Can be of different make
21	Pediatric size Silicone/polymer made operation table positioning pads should be included with Ring headrests with rounded edges, Angular Pads, Semi-circular cylinders, Annular Headrests. Qty 2 sets. Can be of different make
22	Demonstration of the quoted product may be asked for.
23	The cost of all the above items are to be fixed for 7 years mandatorily.
24	The system should be European CE or US FDA approved

**Item 21****Endovision Camera System**

<b>Sl. No</b>	<b><u>Description</u></b>
	Should be Compatible with contemporary laparoscope, Cystoscope and bronchoscope
	Should comprise of following components
<b>A</b>	Medical grade video camera
<b>B</b>	Light source
<b>C</b>	Monitor
<b>D</b>	Recording system with PC based station
<b>E</b>	Associated software
<b>F</b>	Cart for entire set up
<b>G</b>	UPS / CV Transformer
<b>A</b>	<b>Medical grade video camera</b>
<b>1</b>	Digital Three Chip HIGH DEFINITION Endovision Camera: one (compatible with contemporary telescopes of Bronchoscope, Oesophagoscope, and Cystoscope)
<b>2</b>	High Definition (HD) format with a compatible HD controller.
<b>3</b>	Color system PAL/NTSC, power supply: 220-240 V, AC 50/60 Hz, automatic white balance with control .
<b>4</b>	The HD controller should have multiple standard video output of 1 x HD-DVI (1920x1080), 1 x RGB and one composite out for optimized display on LCD monitors.
<b>5</b>	Integrated zoom lens with manual and automatic control. Minimum sensitivity 1.3-1.4 lux.
<b>6</b>	Instrument coupling for all rigid endoscopes. Long camera cable min 300 cm. Two programmable function keys on camera for control of camera function, printer, computer and other peripherals.
<b>7</b>	Should be immersible and gas sterilisable.
<b>8</b>	Peripherals should be consisting of: Mains cord, with par focal zoom lens, camera control unit (CCU), BNC connecting cable, length 180 cms, 2 connecting cables for connecting video printer or recorders, DVI cable, length 300 cm, keyboard, US English character generator.
<b>9</b>	Should have 16:9 format during image acquisition which enlarges the field of view.
<b>10</b>	Resolution 1920x1080
<b>B</b>	<b>Light Source</b>
<b>1</b>	Xenon light source 300 watts with adjustable light intensity from 0-100%.
<b>2</b>	It should have two spare Xenon Lamp supplied with the unit.
<b>3</b>	Light cable qty = 2
<b>C</b>	<b>Color Monitor (flat panel) : two</b>
<b>1</b>	One 24-29 inches widescreen LCD, Resolution: full HD.
<b>2</b>	One 19 inch wide screen LCD
<b>3</b>	Power Supply : 240 V ~ (a.c.), 50/60 Hz

4	One of the screens should be mountable on cart arm with inclusion of mount accessories.
<b>D</b>	<b>Recording System (Medical Image System)</b>
1	The concept should be of professional documentation and archiving of recorded data
2	The software should be able to store single images and video sequences
3	Should be capable of integration into LAN networks.
4	Back up of data should be into Picture archiving and communication system, portable storage media as flash drives and write on DVD.
5	Software switching between various video input signals
6	Export of Image and video data in standard formats for use during lectures presentations and doctrine.
7	Viewing and editing software to be included.
8	Creation of reports and letters including selected images from data base
9	Printer connection should be present
10	Image acquisition / recording
11	Live display of endoscopic camera image
12	Easy switch between multiple video sources
13	Comfortable control from within the sterile field by means of camera head, buttons or foot switch
14	Transfer/export into standard formats like JPEG, TIFF, AVI, MPEG4
<b>E</b>	<b>Viewing Software</b>
1	Display of images / film sequences with extensive functions viz. Zoom, Cinelooop, single stem display
2	Measurement functions like distance angle, area, various filter functions, text integration and editing
3	Adequate DICOM support in terms of hardware and software should be included
4	Report Creation (by the doctor): MS word document format or individual reports for professional findings
<b>F</b>	<b>Network options</b>
1	Direct export into 10/100/1000/M bit network
2	System extension into clinic- wide PACS system ( > 1000) as soon as a central archive server is operated.
3	Should be able to connect additional viewing stations
<b>G</b>	<b>Communication</b>
1	Transmission of images and medical report using standard tele-communication i.e. modem, T1, ISDN, ADSL, Ethernet LAN, IP Network
<b>H</b>	<b>Image Station</b>
1	Standard Control PC should include genuine compatible windows OS, DVD writer, DVD +/- RW, core 2 duo processor or above, min 4gb RAM, Min 1gb graphics card for optimal video viewing and editing. Min 320 Gb hard disk, Keyboard, mouse and accessories.
2	The PC should also include DV input compatible Graphic CARD, ethernet Card 10/100/1000M bit, standard interface for KIS, RIS, Modem 56kBit, software package for image and Video acquisition in DICOM format+, archive management/ processing, software package for remote support, software package for MS word report

<b>3</b>	TFT or LCD for the PC 19" size		
<b>4</b>	Laser black and white Printer with min memory 8mb + 12-18 pages per minute or higher : one		
<b>I</b>	<b>Mobile Unit Trolley</b>		
<b>1</b>	Mobile Universal Video Trolley Including min 4 Shelves		
<b>2</b>	Should comfortably accommodate all the components of the camera system including one monitor		
<b>J</b>	<b>UPS / CV Transformer</b>		
	Module with Mains Voltage 230v, Isolating Transformer to Upgrade The Basic Electrics, Should fit in the mobile trolley provided		
<b>SN</b>	<b>BOQ</b>	<b>QTY</b>	<b>UoM</b>
<b>1</b>	Medical grade video camera	1	No
<b>2</b>	Light source	1	No
<b>3</b>	Monitor	2	No
<b>4</b>	Recording system with PC based station	1	No
<b>5</b>	Associated software	1	set
<b>6</b>	Cart for entire set up	1	No
<b>7</b>	UPS / CV Transformer	1	No

## 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) Warranty period will be 5 years from the date of installation, commissioning and Site Modification 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. The same will be in line with the training modalities as specified in general technical specification.

#### 4. Annual Comprehensive Maintenance Contract (CMC) of subject equipment with Site Modification Work:

- 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 Site Modification Work (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.

## 5. Site Modification Work:

Site Modification Work 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. Site Modification Work 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 Site Modification Work of each Hospital/Institution/Medical College. The Site Modification Work costs to 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 Site Modification 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 s. 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:** Adequate training of personnel and non-locked open software and standard interface interoperability conditions for networked equipment in hospital management information system (HMIS)

The successful tenderer will be required to undertake to provide at his cost technical training for personnel involved in the use and handling of the equipment on site at the institute immediately after its installation. The company shall be required to train the institute personnel onsite for a minimum period of 1 month

All software updates should be provided free of cost during warranty period and CMC period



## 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

1. The tenderer must be a manufacturer. In case the manufacturer does not quote directly, they may authorize an agent as per proforma of Manufacturer authorization form as given in the tender enquiry document to quote and enter into a contractual obligation.
- 2(a) The Manufacturer should have supplied and installed in last **Five** years from the date of Tender Opening, at least 25% of the quoted quantity (rounded off to next whole number) of the similar equipment meeting major parameters of technical specification which is functioning satisfactorily.
- 2(b) The Tenderers quoting as authorized representative of the manufacturer meeting the above criteria should have executed at least one contract in the last five years from the date of tender opening of medical equipment anywhere in India of the same manufacturer.
3. The start-ups claiming exemption on the required prior experience, and complying the condition of GIT Clause 35.3 (iv), should furnish along with the bid
  - (i) All necessary documents in support of the claim regarding exemption on prior experience as mandated by concerned Ministry/ Board of Govt. of India.

Notwithstanding anything stated above, the Purchaser reserves the right to verify/ consider, whether the firm/ entity is eligible for exemption regarding prior experience requirement.

#### NOTE:

1. The tenderer shall give an affidavit as under:

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

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

The manufacturer (Tenderer) / Indian Agent shall furnish Satisfactory Performance 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.**

**\*\* The bidders are requested to submit the latest purchase order copies supplied to AIIMS, PGIMER, JIPMER, Institute of National importance for the specific model quoted along with the price bid.**

**Section – X**

**TENDER FORM**

Date\_\_\_\_\_

To  
CEO  
HLL Infra Tech Services 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 as shown in the price schedules attached herewith and made part of this tender**. If our tender is accepted, we undertake to supply the goods and perform the services as mentioned above, in accordance with the delivery schedule specified in the List of Requirements.

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

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

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

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

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

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

**SECTION – XI**  
**PRICE SCHEDULE**

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

**SECTION – XII**  
**QUESTIONNAIRE**

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

1. The tenderer should furnish specific answers to all the questions/issues mentioned in the Techno-Commercial Compliance Sheet. 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 scanned 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, their tender is liable to be ignored.

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

**SECTION – XIII**

**BANK GUARANTEE FORM FOR EMD**

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

- 1) If the Tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- 2) If the Tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-
  - 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**

CEO  
HLL Infra Tech Services 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, designation and Email*]  
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.*
- (3) *The purchaser reserves the right to verify this document with its signatory.*



**SECTION – XV**

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

CEO  
HLL Infra Tech Services Limited  
Procurement and Consultancy Division  
B-14 A, Sector -62, Noida -201307, Uttar Pradesh.

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 till such time to cover two months beyond the warranty period 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/Consignee  
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

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

1	2	3	4					5
Schedule No.	Brief description of goods	Quantity. (Nos.)	Annual Comprehensive Maintenance Contract Cost for Each Unit year wise*.					Total Annual Comprehensive Maintenance Contract Cost for 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) \_\_\_\_\_

- The CMC commence from the date of expiry of all obligations under Warranty i.e. from \_\_\_\_\_ (date of expiry of Warranty) and will expire on \_\_\_\_\_ (date of expiry of CMC)
- The cost of Annual Comprehensive Maintenance Contract (CMC) which includes preventive maintenance, labour and spares, after satisfactory completion of Warranty period may be quoted for next 5 years as contained in the above referred contract on yearly basis for complete equipment (including X ray tubes, Helium for MRI, Batteries for UPS, other vacuumatic parts, \_\_\_\_\_ & \_\_\_\_\_) and Site Modification Work (if any).
- 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.
- 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.
- All software updates should be provided free of cost during CMC.
- 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.

8. 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.
9. **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.
10. **Paying authority:** \_\_\_\_\_ (name of the consignee i.e. Hospitalauthorised 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) 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 site hand-over to the supplier by consignee: \_\_\_\_\_
- (i) 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)*

**## 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****Consignee List**

<b>Sl. No.</b>	<b>Name of Hopsital and Address</b>	<b>Consignee Code</b>	<b>State</b>	<b>Airport</b>	<b>Dry Port/ Seaport</b>
1	The Principal Siddartha Medical College NH 16 Service Road, Opp. Varun Maruthi Showroom Near Health University, Gunadala, Vijayawada Andhra Pradesh 520008 Phone: 09849903130 Email: principalsmcvja@yahoo.com	SMC- Vijayawada	Andhra Pradesh	Hyderabad	Vizag
2	Dr. M. Neeraja The Dean/ The Principal Govt. Medical College Opp. EE Roads & Buildings, Sai Nagar, Anantapur Andhra Pradesh - 515001 Phone : 08554-249115, 274568 EMail : gmc_atp@ap.nic.in; principal.gmcatp@yahoo.in	GMC- Anantapur	Andhra Pradesh	Hyderabad	Vizag
3	Dr. K. Ashok The Director Director's Quarters RIMS Campus Rajiv Gandhi Institute of Medical Sciences, Adilabad Vidya Nagar, Adilabad, Telangana 504001 Office: 08732-220521 Email: rimsadilabad@yahoo.com; directorrimsadilabad@yahoo.com	RGIMS- Adilabad	Telangana	Hyderabad	Vizag
4	Dr. Abbagani Vidyasagar The Principal Kakatiya Medical College, Waranagl Rangampet Street, Warangal, Telangana 506007 Phone: 0870-2446355, 2446888 Email: pwarangal@gmail.com; kmc_wgl@ap.nic.in	GMC- Warrangal	Telangana	Hyderabad	Vizag
5	Prof. A.K. Adhikari The Principal-cum-Chief Superintendent Gauhati Medical College Guwahati-781032 Tel: +91-2134538 / 2132751 Email: gmch-asm@nic.in	GMC- Guwahati	Assam	Kolkata	Kolkata

Sl. No.	Name of Hopsital and Address	Consignee Code	State	Airport	Dry Port/ Seaport
6	The Principal Assam Medical College, Dibrugarh Barbari, Dibrugarh, Assam - 786 002 Phone No. : (0373) 2300080, 2300352 Email: principalamch@rediffmail.com	AMC- Diburgarh	Assam	Kolkata	Kolkata
7	The Principal Srikrishna Medical College, Muzaffarpur NH 77, Uma Nagar, Rasulpur Saidpur Bazid Bihar - 842001 Phone No. : 0621-2260177 Email: info@skmedicalcollege.in	SKMC- Muzaffarpur	Bihar	Kolkata	Kolkata
8	The Principal Govt. Medical College, Darbhanga DMCH Road, Laheriasaria Darbhanga Bihar - 846001 Phone No. : 06272 233 092 Email: principaldmc202@gmail.com	GMC- Dharbhanga	Bihar	Kolkata	Kolkata
9	Dr. H. M. Mangal The Dean Govt. Medical College Civil Hospital Campus, Rajkot - 360001 Ph. No. : +91 281 2458337,2458338, 2458339 Email Address : deanrajkot@yahoo.co.in	PDUMC- Rajkot	Gujarat	Ahmedabad	Mundra / Pipavav / Kandla
10	The Principal Patliputra Medical College, Dhanbad B.C.C.L. Township, Koyla Nagar Dhanbad - 826005, Jharkhand Phone : +91-326-2230465 Email: enquiry@pmchdhanbad.com	PMCH- Dhanbad	Jharkhand	Kolkata	Kolkata
11	The Director Vijayanagar Institute of Medical Sciences Contonment, Bellary - 583104 Karnataka Phone: 08392-235201, 08392-242387 Email: directorvimsbellary@gmail.com	VIMS- Bellary	Karnataka	Bangalore	Bangalore
12	The Director Karnataka Institute of Medical Sciences,P. B Road, Vidyanagar Hubali - 580 022, Karnataka, India Phone: +91- 836- 2370057, +91- 836 - 2373447, +91 - 836 - 2373641 Email: directorkimshubli@gmail.com	KIMC- Hubbali	Karnataka	Bangalore	Bangalore

Sl. No.	Name of Hopsital and Address	Consignee Code	State	Airport	Dry Port/ Seaport
13	The Principal Government Medical College Medical College Rd, Kozhikode Kerala - 673008 Phone: 0495 235 0202 Email: principalmcc@gmail.com	GMC- Kozhikode	Kerala	Kochi	Kochi
14	Dr. N. Sridevi The Principal T. D. Medical College, Alappuzha Vandanam, Alappuzha, Kerala 688001 Phone: 0477 228 2611 Email: tdmcalappuzha@gmail.com	GTDMC- Alappuzha	Kerala	Kochi	Kochi
15	The Dean Govt. Medical College Jail Road, Near Sanjay Gandhi Hospital, Rewa Madhya Pradesh 486001 Phone: 07662-241655 Email: deanmcrewa@rediffmail.com	GMC-Rewa	Madhya Pradesh	Mumbai	Mumbai
16	The Director Netaji Subhash Ch. Bose Medical College, Jabalpur Nagpur Road, Jabalpur, Madhya Pradesh 482003 Phone: 076123 70951 Email: nscbmcjb@gmail.com	NSBMC- Jabalpur	Madhya Pradesh	Mumbai	Mumbai
17	Dr. S. N. Iyengar The Dean Gajra Raja Medical College, Gwalior Veer Savarkar Marg, Gwalior - 474009 Madhya Pradesh Phone: +91 (0751) 2403400 Email: grmc1946@yahoo.co.in	GRMC- Gwalior	Madhya Pradesh	Mumbai	Mumbai
18	The Dean Govt. Medical College, Aurangabad Panchakki Road, Aurangabad - 431001 Maharashtra Ph No. : 0240-2402028 Email: deangmca@gmail.com	GMC- Aurangabad	Maharashtra	Mumbai	Mumbai
19	The Dean Govt. Medical College, Latur Near Old Railway Station Latur (M.S.) 413512 Call us: 02382 247676 E-mail: info@gmclatur.org	GMC-Latur	Maharashtra	Mumbai	Mumbai

Sl. No.	Name of Hopsital and Address	Consignee Code	State	Airport	Dry Port/ Seaport
20	The Dean Govt. Medical College, Akola Akola - 444 001 Maharashtra Phone +91- 0724-2431960 Email : acadgmca@hotmail.com	GMC-Akola	Maharashtra	Mumbai	Mumbai
21	The Dean Shri Vasantrya Naik Govt. Medical College, Yavatmal Maharashtra - 445001 Phone: (07232) 242456,240843 Email: deanvngmc@sancharnet.in	SVNGMC- Yavatmala	Maharashtra	Mumbai	Mumbai
22	The Dean and Principal M. K. C. G. Medical College, Berhampur Berhampur, District - Ganjam Odisha. Pin: 760 004 Tel. No. (0680) 2292746 Fax: (0680) 2292809 E-mail : mkgmc.bam@gmail.com	MKCGMC- Berhampur	Orissa	Kolkata	Kolkata
23	The Dean and Principal V. S. S. Medical College, Burla Burla, Sambalpur, Odisha - 768017 Phone: +91-6632430768 Email: vssmcburlaorissa@gmail.com	VSSMC- Burla	Orissa	Kolkata	Kolkata
24	The Principal Government Medical College Sangrur Road, New Lal Bagh, Patiala, Punjab 147001 Ph: 0175 221 2018 Email: gomcoitcell@yahoo.com	GMC-Patiala	Punjab	New Delhi	New Delhi
25	The Principal S. P. Medical College, Bikaner PBM Hospital, Bikaner, Rajasthan 334001 Phone: 0151 222 6300 Email: principal_spmc@live.com	SPMC- Bikaner	Rajasthan	Jaipur	Mundra / Pipavav / Kandla
26	The Principal R. N. T. Medical College, Udaipur Near Collectorate, Hospital Rd, Court Chouraha, Udaipur, Rajasthan 313001 Phone: 0294 241 8258 Email: rnt_mcudr62@rediffmail.com; rntmedicaleducationdept@gmail.com	RNTMC- Udaipur	Rajasthan	Jaipur	Mundra / Pipavav / Kandla
27	The Principal Govt. Medical College, Kota, LIC Office, Rangbari Rd, Sector - A, Rangbari, Kota, Rajasthan 324010 Phone: 0141 222 7406 Email: principalmck@gmail.com	GMC-Kota	Rajasthan	Delhi Air Cargo	Icd, Tughlakab ad

Sl. No.	Name of Hopsital and Address	Consignee Code	State	Airport	Dry Port/ Seaport
28	The Dean Thanjavur Medical College, Thanjavur Tamil Nadu - 613 004 Phone: 04362-240851, 04362-240951 Email: thjmc_tn@yahoo.com	GMC- Thanjavur	Tamil Nadu	Chennai	Chennai
29	The Dean Tirunelveli Medical College, Tirunelveli Address: Palayamkottai Tamil Nadu 627011 Phone: 0462 257 2733 Email: dean@tvmc.ac.in	GMC- Tirunelveli	Tamil Nadu	Chennai	Chennai
30	The Principal Agartala Govt. Medical College Agartala - 799 006 Phone: 03812357130/ 2356701 Email: agmc-tr@nic.in, agmc@rediffmail.com	AMC- Tripura	Tripura	Kolkata	Kolkata
31	The Dean Govt. Medical College, Jhansi Public Relation Officer Maharani Laxmi Bai Medical College, Hospital Jhansi Phone:- 0510-2321446 Email: principalmcjhs@gmail.com,clmlmcj@gmail.com	GMC-Jhansi	Uttar Pradesh	Delhi Air Cargo	Icd, Tughlakabad
32	The Principal B.R.D.Medical college Gorakhpur Uttar Pradesh 273013 Phone: 0551 250 1736 Email Id :brdmcgkp1969@gmail.com, info@brdmc.org	GMC- Gorakhpur	Uttar Pradesh	Delhi Air Cargo	Icd, Tughlakabad
33	The Principal M. L. N. Medical College, Allahabad George Town, Allahabad, Uttar Pradesh 211002 Phone: 2147483647 Email: ansari@gmail.com	MLNMC- Allahabad	Uttar Pradesh	Delhi Air Cargo	Icd, Tughlakabad
34	The Principal L. L. R. Medical College, Meerut Garh Road, Jai Bhim Nagar, Meerut Uttar Pradesh 250004 Phone: 0121-2760888 Email: medllrm@yahoo.com	LLRMMC- Meerut	Uttar Pradesh	Delhi Air Cargo	Icd, Tughlakabad

Sl. No.	Name of Hopsital and Address	Consignee Code	State	Airport	Dry Port/ Seaport
35	The Principal B. S. Medical College, Bankura Kenduadihi, Bankura West Bengal 722101 Phone: 03242 244 700 Email: bsmc_xsa@yahoo.com, prin_bsmc@wbhealth.gov.in	BSMC- Bankura	West Bengal	Kolkata	Kolkata
36	The Principal Govt. Medical College, Malda Englishbazar, Malda, West Bengal 732101 Phone: 03512 221 087 Email: prin_mldmch@wbhealth.gov.in	GMC-Malda	West Bengal	Kolkata	Kolkata
37	The Principal Prof. Samir Chandra Ghosh Roy North Bengal Medical College, Darjeeling Thiknikata, India, Siliguri, Darjeeling West Bengal 734012 Phone: 098320 17967 Email: sgroy53@gmail.com	NBMC- Darjeeling	West Bengal	Kolkata	Kolkata

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

**APPENDIX – A**

No. P-45021/2/2017-B.E.-II  
Government of India  
Ministry of Commerce and Industry  
Department of Industrial Policy and Promotion  
\*\*\*\*

Dated 15<sup>th</sup> June, 2017  
Udyog Bhawan, New Delhi

To

All Central Ministries/Departments/CPSUs/All concerned

**ORDER**

**Subject: Public Procurement (Preference to Make in India), Order 2017**

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

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

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

**Now therefore the following Order is issued :**

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

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

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

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

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

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

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

3. **Requirement of Purchase Preference:** Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to local suppliers in all procurements undertaken by procuring entities in the manner specified hereunder:
- a. In procurement of goods in respect of which the Nodal Ministry has communicated that there is sufficient local capacity and local competition, and where the estimated value of procurement is Rs. 50 lakhs or less, only local suppliers shall be eligible. If the estimated value of procurement of such goods is more than Rs. 50 lakhs, the provisions of sub-paragraph b or c, as the case may be, shall apply.
  - b. In the procurements of goods which are not covered by paragraph 3a and which are divisible in nature, the following procedure shall be followed:
    - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract for full quantity will be awarded to L1.
    - ii. If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local suppliers, will be invited to match the L1 price for the remaining 50% quantity subject to the local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such local supplier subject to matching the L1 price. In case such lowest eligible local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on the L1 bidder.
  - c. In procurements of goods not covered by sub-paragraph 3a and which are not divisible, and in procurement of services where the bid is evaluated on price alone, the following procedure shall be followed:
    - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract will be awarded to L1.
    - ii. If L1 is not from a local supplier, the lowest bidder among the local suppliers, will be invited to match the L1 price subject to local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such local supplier subject to matching the L1 price.
    - iii. In case such lowest eligible local supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.

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4. **Exemption of small purchases:** Notwithstanding anything contained in paragraph 3, procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.
5. **Minimum local content:** The minimum local content shall ordinarily be 50%. The Nodal Ministry may prescribe a higher or lower percentage in respect of any particular item and may also prescribe the manner of calculation of local content.
6. **Margin of Purchase Preference:** The margin of purchase preference shall be 20% .
7. **Requirement for specification in advance:** The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.
8. **Government E-marketplace:** In respect of procurement through the Government E-marketplace (GeM) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised.
9. **Verification of local content:**
  - a. The local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.
  - b. In cases of procurement for a value in excess of Rs. 10 crores, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
  - c. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.
  - d. Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.
  - e. Nodal Ministries and procuring entities may prescribe fees for such complaints.
  - f. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
  - g. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the

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duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph 9h below.

- h. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
- i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;
  - ii. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
  - iii. in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

**10. Specifications in Tenders and other procurement solicitations:**

- a. Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.
- b. Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of local suppliers who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.
- c. Procuring entities shall, within 2 months of the issue of this Order review all existing eligibility norms and conditions with reference to sub-paragraphs 'a' and 'b' above.
- d. If a Nodal Ministry is satisfied that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, it may, if it deems appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item and/ or other items relating to that Nodal Ministry. A copy of every instruction or decision taken in this regard shall be sent to the Chairman of the Standing Committee.
- e. For the purpose of sub-paragraph 10 d above, a supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or (ii) a majority of its shareholding or effective control of the entity is exercised from that country; or (iii) more than 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India."

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11. **Assessment of supply base by Nodal Ministries:** The Nodal Ministry shall keep in view the domestic manufacturing / supply base and assess the available capacity and the extent of local competition while identifying items and prescribing minimum local content or the manner of its calculation, with a view to avoiding cost increase from the operation of this Order.
12. **Increase in minimum local content:** The Nodal Ministry may annually review the local content requirements with a view to increasing them, subject to availability of sufficient local competition with adequate quality.
13. **Manufacture under license/ technology collaboration agreements with phased indigenization:** While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.
14. **Powers to grant exemption and to reduce minimum local content:** Ministries /Departments of Government of India and the Boards of Directors of Government companies or autonomous bodies may, by written order,
  - a. reduce the minimum local content below the prescribed level;
  - b. reduce the margin of purchase preference below 20% ;
  - c. exempt any particular item or procuring or supplying entities or class or classes of items or procuring or supplying entities from the operation of this Order or any part of the Order.A copy of every such order shall be marked to the Member-Convenor of the Standing Committee constituted under this Order.
15. **Directions to Government companies:** In respect of Government companies and other procuring entities not governed by the General Financial Rules, the administrative Ministry or Department shall issue policy directions requiring compliance with this Order.
16. **Standing Committee:** A standing committee is hereby constituted with the following membership:
  - Secretary, Department of Industrial Policy and Promotion—Chairman
  - Secretary, Commerce—Member
  - Secretary, Ministry of Electronics and Information Technology—Member
  - Joint Secretary (Public Procurement), Department of Expenditure—Member
  - Joint Secretary (DIPP)—Member-ConvenorThe Secretary of the Department concerned with a particular item shall be a member in respect of issues relating to such item. The Chairman of the Committee may co-opt technical experts as relevant to any issue or class of issues under its consideration.

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

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