

**GLOBAL E- TENDER ENQUIRY DOCUMENT  
FOR PURCHASE OF  
Scientific Equipment  
FOR AND ON BEHALF OF  
NATIONAL INSTITUTE OF BIOLOGICALS, NOIDA  
Ministry of Health & Family Welfare, Government of India  
HLL/PCD/NIB-18/15-16**



**BY  
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# INDEX

<b>Section</b>	<b>Topic</b>	<b>Page No.</b>
Section I	– Notice inviting Tender (NIT) -----	03
Section II	– General Instructions to Tenderers (GIT) -----	06
Section III	– Special Instructions to Tenderers (SIT) -----	25
Section IV	– General Conditions of Contract (GCC) -----	26
Section V	– Special Conditions of Contract (SCC) -----	41
Section VI	– List of Requirements -----	41
Section VII	– Technical Specifications -----	44
Section VIII	– Quality Control Requirements -----	78
Section IX	– Qualification Criteria -----	79
Section X	– Tender Form -----	81
Section XI	– Price Schedules -----	82
Section XII	– Questionnaire -----	87
Section XIII	– Bank Guarantee Form for EMD -----	88
Section XIV	– Manufacturer’s Authorisation Form -----	89
Section XV	– Bank Guarantee Form for Performance Security, CMC Security (A& B) -----	91
Section XVI	– Contract Form (A & B) -----	92
Section XVII	– Proforma of Consignee Receipt Certificate -----	96
Section XVIII	– Proforma of Final Acceptance Certificate by the Consignee -----	97
Section XIX	– Details of shipping arrangement for Liner Cargoes in respect of C&F/CIF/ Turnkey F.O.R. Contracts for Import-----	99
Section XX	– Check List for the Tenderers -----	103
Section XXI	– Consignee Addresses-----	107

**SECTION I**

**NOTICE INVITING TENDERS (NIT)**  
**HLL Lifecare Limited**  
**(A GOVERNMENT OF INDIA ENTERPRISE)**  
**Procurement & Consultancy Services Division**  
**B-14 A, Sector-62, Noida-201 307**  
**URL: [www.lifecarehll.com](http://www.lifecarehll.com)**  
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**PHONE: 0120-4071500**

Tender Enquiry No.: HLL/PCD/NIB-18/15-16

Dated 07.12.2015

**NOTICE INVITING e-TENDERS (NIeT)**

Procurement & Consultancy Services Division of HLL Life care Limited, for and on behalf of NATIONAL INSTITUTE OF BIOLOGICALS, NOIDA, under Ministry of Health and Family Welfare, Government of India invites **E-tenders**, from eligible and qualified tenderers for supply of following equipments for NATIONAL INSTITUTE OF BIOLOGICALS, NOIDA from eligible tenderers:-

Item No.	e- Tender Ref. No. (Event No.)	Description	Qty. (Nos.)	EMD (In Rs)
<b>A. Equipment Required for Laboratory :</b>				
1	3000000656	Air Sampler	6	60000
2	3000000657	Multi Sample Osmometer	1	24000
3	3000000659	Closed Sterility	1	22000
4	3000000661	Stability Chamber (25°C to 40 °c with RH capacity : 200-350 Lt	1	10600
5	3000000662	Stability Chamber (25°C to 40 °c with RH capacity : 250-350 Lt	2	9560
6	3000000663	Stability Chamber (2°C to 8 °c with RH)	1	3580
7	3000000664	Cell Counter	1	7520
8	3000000665	Microplate Shaker	2	2000
9	3000000666	Manifold Transblot Semidry	1	3800
10	3000000667	Dot Blot Assembly	1	6000
11	3000000668	Gel Dryer	1	7000
12	3000000669	pH Meter	1	3000
13	3000000670	General purpose incubator / Stability Chamber (25°C to 40 °c with RH capacity : 250-350 Lt.)	1	10600
14	3000000671	Digital Water Bath	2	12000
15	3000000672	Furnace	1	8000
16	3000000673	Water Bath	1	3400
17	3000000674	Sterile Garment Storage Cabinet	1	5000

<b>B. Items required for Animal Facility</b>				
1	3000000675	Fully Adjustable Acrylic Rabbit Restrainers	10	3000
2	3000000676	Poly Carbonate Mice Cage	3500	60000
3	3000000677	Racks for Holding Mice Cage	50	26000
4	3000000678	Poly Carbonate Rat Cage	1500	48000
5	3000000679	Racks for Holding rat Cage	40	20000
6	3000000680	SS Rabbit Cage	45	13000
7	3000000681	Racks for Holding rabbit Cage	5	2400
8	3000000682	Guinea Pig Propylene Cage	350	32000
9	3000000684	Racks for holding Guinea Pig Propylene Cage	20	10000
10	3000000685	SS Trolley	5	3000
<b>C</b>	3000000686	Water Purification System	04	24000

**(1) Tender No.: HLL/PCD/NIB-18/15-16**

<b>Sl. No.</b>	<b>Description</b>	<b>Schedule</b>
a	Cost of the Tender Enquiry Document	<b>Rs. 3000.00/-</b> (Rs. Three Thousand Only)
b	<b>Pre Tender Meeting</b> Date & Time and venue	<b>14.12.2015, 1100 Hrs (IST)</b> , ( 07days from tender publishing), HLL Life care Limited, Procurement & Consultancy Services Division B-14 A, Sector-62, Noida-201 307
c	Closing date & time for submission of tender fee and <b>EMD in physical form</b>	<b>28.12.2015, 1400 Hrs. (IST)</b> (within 21 days of publishing this tender). Bidders have to submit Original Bank Instruments viz. DD/BC/BG of tender fee and EMD within the above mentioned date and time
d	Venue for :- Submission of tender fee, EMD in physical form.	HLL Life care Limited, (A Government of India Enterprise), Procurement & Consultancy Services Division, B-14 A, Sector-62, Noida-201307
e	Closing date & time for <b>submission of online bids</b>	<b>29.12.2015</b> at 1700 hrs. (IST) (within 22 days of publishing this tender)
f	Time, date and venue of e-tender <b>opening of online bids</b>	<b>30.12.2015, 1400 Hrs.</b> (within 23 days of publishing this tender), HLL Life care Limited, Procurement & Consultancy Services Division B-14 A, Sector-62, Noida-201 307
g	<b>Venue for :- e-Tender opening, Price bid opening</b>	HLL Life care Limited, (A Government of India Enterprise), Procurement & Consultancy Services Division, B-14 A, Sector-62, Noida-201307

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

1. Bidders should have valid Class 3 Digital Signature Certificate with encryption.
2. Bidders are requested to read the bidders help document on e-tender web site link before proceeding for bidding.
3. 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 (excepting non-working days). In order to submit the bids electronically bidders are required to have a valid Class 3 Digital Signature Certificate (signing and encryption/ decryption certificates).
4. Post receipt of User ID & Password, Bidders can log on for downloading & uploading tender document.
5. **The tenderers shall submit tender fee and EMD in physical form at the scheduled time and venue.**
6. Tenderer may download the tender enquiry documents from the web site [www.lifecarehll.com](http://www.lifecarehll.com) or [www.eprocure.gov.in/cppp](http://www.eprocure.gov.in/cppp) or <https://etender.lifecarehll.com/irj/portal>.
7. The submission of tender online can only be done thru' <https://etender.lifecarehll.com/irj/portal> .
8. All prospective tenderers may attend the Pre Tender meeting. The venue, date and time indicated above.
9. Tenderers shall ensure that their tenders complete in all respects, are submitted **online through HLL's e-portal (as described above) ONLY. No DEVIATION is acceptable.**

**IMPORTANT NOTE :-Tender fee ( Rs. 3000 and EMD ( As applicable) should be deposited in the Tender Box located at HLL Lifecare Limited, Procurement and Consultancy Division, B-14 A, Sector-62, Noida-201307, Uttar Pradesh on or before 28.12.2015, 1400 Hrs. hrs (IST). Submission beyond stipulated date & time would result in REJECTION of BID.**

For and on behalf of NATIONAL INSTITUTE OF BIOLOGICALS, NOIDA

**Ministry of Health and Family Welfare,  
Government of India.**

**SVP (GB)  
HLL Lifecare Limited  
B-14A, Sector -62, Noida -201307,  
Uttar Pradesh**

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

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

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

## A. PREAMBLE

### 1. Definitions and Abbreviations

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

#### 1.2. Definitions:

- (i) "Purchaser" means the organization purchasing goods and services as incorporated in the Tender Enquiry document.
- (ii) "e- Tender" means Bids / Quotation / Tender received from a Firm / Tenderer / Bidder.
- (iii) "Tenderer" means Bidder/ the Individual or Firm submitting Bids / Quotation / Tender
- (iv) "Supplier" means the individual or the firm supplying the goods and services as incorporated in the contract.
- (v) "Goods" means the articles, material, commodities, livestock, furniture, fixtures, raw material, spares, instruments, machinery, equipment, medical equipment, industrial plant etc. which the supplier is required to supply to the purchaser under the contract.
- (vi) "Services" means services allied and incidental to the supply of goods, such as transportation, installation, commissioning, provision of technical assistance, training, after sales service, maintenance service and other such obligations of the supplier covered under the contract.
- (vii) "Earnest Money Deposit" (EMD) means Bid Security/ monetary or financial guarantee to be furnished by a tenderer along with its tender.
- (viii) "Contract" means the written agreement entered into between the purchaser and/or consignee and the supplier, together with all the documents mentioned therein and including all attachments, annexure etc. therein.
- (ix) "Performance Security" means monetary or financial guarantee to be furnished by the successful tenderer for due performance of the contract placed on it. Performance Security is also known as Security Deposit.
- (x) "Consignee" means the Hospital (Regional Institute of Medical Science)/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) “VAT” means Value Added Tax
- (xix) “CENVAT” means Central Value Added Tax
- (xx) “CST” means Central Sales Tax
- (xxi) “RR” means Railway Receipt
- (xxii) “BL” means Bill of Lading
- (xxiii) “FOB” means Free on Board
- (xxiv) “FCA” means Free Carrier
- (xxv) “FOR” means Free On Rail
- (xxvi) “CIF” means Cost, Insurance and Freight
- (xxvii) “CIP (Destinations)” means Carriage and Insurance Paid up to named port of destination. Additionally the Insurance (local transportation and storage) would be extended and borne by the Supplier from ware house to the consignee site for a period including 3 months beyond date of delivery.
- (xxviii) “DDP” means Delivery Duty Paid named place of destination (consignee site)
- (xxix) “INCOTERMS” means International Commercial Terms as on the date of Tender Opening
- (xxx) “MOH&FW” means Ministry of Health & Family Welfare, Government of India
- (xxxi) “Dte. GHS” means Directorate General and Health Services, MOH&FW.
- (xxxii) “CMC” means Comprehensive maintenance Contract (labour, spare and preventive maintenance)
- (xxxiii) “RT” means Re-Tender.
- (xxxiv) “NIB” means National Institute of Biologicals, Noida
- (xxxv) “The Director” means The Director, NIB, Noida..
- (xxxvi) “CDEC” means Custom Duty Exemption Certificate.
- (xxxvii) “OEM” means Original Equipment Manufacturer.

## 2. Introduction

- 2.1 The Purchaser has issued these TE documents for purchase of goods and related services as mentioned in **Section – VI – “List of Requirements”**, which also indicates, *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 tenderers in preparation and submission of tenders. It also includes the mode and procedure to be adopted by the purchaser for receipt and opening as well as scrutiny and evaluation of tenders and subsequent placement of contract.
- 2.3 The tenderers shall also read the Special Instructions to Tenderers (SIT) related to this purchase, as contained in Section III of these documents and follow the same accordingly. Whenever there is a conflict between the GIT and the SIT, the provisions contained in the SIT shall prevail over those in the GIT.
- 2.4 Before formulating the tender and submitting the same to the purchaser, the tenderer should read and examine all the terms, conditions, instructions, checklist etc. contained in the TE documents.

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

### **3. Availability of Funds**

3.1 Deleted

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

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

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

### **5. Eligible Tenderers**

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

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

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

### **7. Tendering Expense**

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

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

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

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

Section II	– General Instructions to Tenderers (GIT)
Section III	– Special Instructions to Tenderers (SIT)
Section IV	– General Conditions of Contract (GCC)
Section V	– Special Conditions of Contract (SCC)
Section VI	– List of Requirements
Section VII	– Technical Specifications
Section VIII	– Quality Control Requirements
Section IX	– Qualification Criteria
Section X	– Tender Form
Section XI	– Price Schedules
Section XII	– Questionnaire
Section XIII	– Bank Guarantee Form for EMD
Section XIV	– Manufacturer’s Authorisation Form

- Section XV – Bank Guarantee Form for Performance Security/CMC Security
- Section XVI – Contract Forms A & B
- Section XVII – Proforma of Consignee Receipt Certificate
- Section XVIII – Proforma of Final Acceptance Certificate by the consignee
- Section XIX – Details of Shipping arrangement for Liner Cargoes in respect of C&F/CIF/ Turnkey F.O.R. Contracts for Import
- Section XX – Check List for the Tenderers
- Section XXI – Consignee List

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

## **9. Amendments to TE Documents**

- 9.1 At any time prior to the deadline for submission of tenders, the purchaser may, for any reason deemed fit by it, modify the TE Documents by issuing suitable amendment(s) to it.
- 9.2 Such an amendment will be notified in website as well as in writing by registered/speed post/courier or by fax/email, 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. The purchaser will respond in writing to such request provided the purchaser receives the same on or before the scheduled date of pre-bid meeting.

## **C. PREPARATION OF e-TENDERS**

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

- 11.1 The tender shall be submitted online **ONLY EXCEPT TENDER FEE & EMD** (in physical form) as mentioned below:
  - (i) Technical Bid (Consisting of Eligibility Criteria & Technical Specifications viz. Product Specification Sheets/Brochures, OEM Certificate etc.). Bidders may name the files indicating the nature of content in **pdf format** which would be required to be attached in e-tender.
  - (ii) Price Bid (**To be filled up in the Proforma, Signed, Stamped, Scanned to pdf mode & attach under PRICE BID.**)

### **DO NOT'S**

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

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

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

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

- i. 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.
- ii. Tender Form as per Section X (without indicating any prices).
- iii. Documentary evidence, as necessary in terms of clauses 5 and 17 establishing that the tenderer is eligible to submit the tender and, also, qualified to perform the contract if its tender is accepted.
- iv. Tenderer/Agent who quotes for goods manufactured by other manufacturer shall furnish Manufacturer's Authorisation Form in the prescribed format as per Section - XIV.
- v. Power of Attorney on Rs 100/- non judicial stamp paper in favour of signatory of TE documents
- vi. *Documents and relevant details to establish in accordance with GIT clause 18 that the goods and the allied services to be supplied by the tenderer conform to the requirement of the TE documents.*
- vii. Performance Statement as per section IX along with relevant copies of orders and end users' satisfaction certificate.
- viii. Price Schedule(s) as per Section XI filled up with all the details including Make, Model etc. of the goods offered with prices blank (without indicating any prices).
- ix. Certificate of Incorporation of the bidder wherever applicable.
- x. Checklist as per Section XX.
- xi. Statement of deviations parameter wise from tendered technical specifications, if any
- xii. Statement of deviations para wise from tendered commercial conditions, if any
- xiii. Photocopy of audited financial statements (Balance sheet and Profit & Loss Accounts) for the last three years prior to the date of Tender opening duly attested by Chartered Accountant
- xiv. *Cost of tender document should be payable by DD / pay order. Cheque will not be accepted.*
- xv. *Self Attested copies of VAT registration certificate and PAN Card.*

**B) Price Bid:**

1. Prices are to be quoted in the attached Price Bid format online on e-tender portal in pdf format & apply digital signature certificate. **While uploading the price the tenderer has to ensure that the FILE NAME of the attached document SHOULD BE SAME as that of provided price bid format.**
2. The price should be quoted for the accounting unit indicated in the e-tender document.

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

1. The information given at *clause no.11.1 A) ii) & viii)* above should be reproduced with the prices indicated.
2. All pages of the Tender should be page numbered and indexed.
3. It is the responsibility of tenderer to go through the TE document to ensure furnishing all required documents in addition to above, if any.
4. The authorized signatory of the tenderer must sign the tender duly stamped at appropriate places and initial all the remaining pages of the tender.  
Individuals signing the tender or other documents connected with a contract must specify whether he signs as:  
33.1.1 A Sole Proprietor' of the firm or constituted attorney of such Sole Proprietor.

33.1.2 A partner of the firm, if it be a partnership, in which case he must have authority to quote & to refer to arbitration dispute concerning the business of the partnership either by virtue of the partnership agreement or a power of attorney;

33.1.3 Constituted attorney of the firm if it is a company.

**N.B. (1)** In case of (ii) above, a copy of the partnership agreement or general power of attorney, in either, case, attested by a Notary Public should be furnished, or affidavit on stamped paper of all the partners admitting execution of the partnership agreement or the general power of attorney should be furnished.

**(2)** In case of the partnership firms, where no authority to refer disputes concerning the business of the partnership has been conferred on any partner, the tender and all other related documents must be signed by every partner of the firm.

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

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

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

## **12. Tender currencies**

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

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

12.3 Tenders, where prices are quoted in **ANY OTHER WAY** shall be treated as **NON - RESPONSIVE AND REJECTED.**

## **13 Tender Prices**

13.1 The Tenderer shall indicate on the Price Schedule provided under Section XI all the specified components of prices shown therein including the unit prices and total tender prices of the goods and services it proposes to supply against the requirement. All the columns shown in the price schedule should be filled up as required. If any column does not apply to a tenderer, same should be clarified as "NA" by the tenderer. The tenderer should quote the prices in the prescribed schedule only.

13.2 If there is more than one schedule in the List of Requirements, the tenderer has the option to submit its quotation for any one or more schedules and, also, to offer special discount for combined schedules. However, while quoting for a schedule, the tenderer shall quote for the complete requirement of goods and services as specified in that particular schedule

13.3 The quoted prices for goods offered from within India and that for goods offered from abroad are to be indicated separately in the applicable Price Schedules attached under Section XI.

The price quoted by the tenderer for indigenous goods shall not be higher than the lowest price charged for the goods of the same nature, class or description to an individual/ firm/ organisation or department of Govt. of India.

For imported goods, the price quoted shall not be higher than the lowest price charged by the tenderer for the goods of the same nature, class or description to a purchaser, domestic or foreign or to any organisation or department of Govt. of India.

If it is found at any stage that the goods as stated have been supplied at a lower price, then that price, with due allowance for elapsed time will be applicable to the present case and the difference in cost would be refunded by the supplier to the purchaser, if the contract has already been concluded.

13.4 While filling up the columns of the Price Schedule, the following aspects should be noted for compliance:

13.4.1 **For domestic goods or goods of foreign origin located within India, the prices in the corresponding price schedule shall be entered separately in the following manner:**

- a) the price of the goods, quoted ex-factory/ ex-showroom/ ex-warehouse/ off-the-shelf, as applicable, including all taxes and duties like sales tax, CST VAT, CENVAT, Custom Duty, Excise Duty etc. already paid or payable on the components and raw material used in the manufacture or assembly of the goods quoted ex-factory etc. or on the previously imported goods of foreign origin quoted ex-showroom etc;
- b) any sales or other taxes and any duties including excise duty, which will be payable on the finished goods in India if the contract is awarded;
- c) charges towards Packing & Forwarding, Inland Transportation, Insurance, Loading/Unloading and other local costs incidental to delivery of the goods to their final destination as specified in the List of Requirements and Price Schedule;
- d) the price of Incidental Services, as mentioned in List of Requirements and Price Schedule;
- e) the prices of Turnkey ( if any), as mentioned in List of Requirements, Technical Specification and Price Schedule; and
- f) the price of annual CMC, as mentioned in List of Requirements, Technical Specification and Price Schedule.

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

- a) the price of goods quoted FOB port of shipment, as indicated in the List of Requirements and Price Schedule;
- b) the amount of freight and insurance and price of goods quoted CIP port of entry in India as indicated in the List of Requirements and Price Schedule;
- c) the price of goods quoted should be on DDP basis at consignee's site in India as indicated in the List of Requirements, Price Schedule and/or Consignee List;
- d) wherever applicable, the amount of custom duty with CDEC applicable on net CIP value on the goods to be imported; Consignee will issue Customs Duty Exemption Certificate (CDEC) wherever applicable.
- e) The charges for Insurance (local transportation and storage) would be extended and borne by the Supplier from **port of entry** to the consignee site for a period including 3 months beyond date of delivery. Other local costs and Incidental costs, as specified in the List of Requirements and Price Schedule;
- f) In case of DDP, transportation charges from CIP Port of entry in India to consignee's site.
- g) the charges for Incidental Services, as in the List of Requirements and Price Schedule;

- h) the prices of Turnkey ( if any), as mentioned in List of Requirements, Technical Specification and Price Schedule; and
- i) the price of annual CMC, as mentioned in List of Requirements, Technical Specification and Price Schedule.

13.5 Additional information and instruction on Duties and Taxes:

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

13.5.2 **Excise Duty:**

- a) If reimbursement of excise duty is intended as extra over the quoted prices, the supplier must specifically say so also indicating the rate, quantum and nature of the duty applicable. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of excise duty will be entertained after the opening of tenders.
- b) If a Tenderer chooses to quote a price inclusive of excise duty and also desires to be reimbursed for variation, if any, in the excise duty during the time of supply, the tenderer must clearly mention the same and also indicate the rate and quantum of excise duty included in its price. Failure to indicate all such details in clear terms may result in rejection of that tender.
- c) Subject to sub clauses 13.5.2 (a) & (b) above, any change in excise duty upward/downward as a result of any statutory variation in excise duty taking place within contract terms shall be allowed to the extent of actual quantum of excise duty paid by the supplier. In case of downward revision in excise duty, the actual quantum of reduction of excise duty shall be reimbursed to the purchaser by the supplier. All such adjustments shall include all relief, exemptions, rebates, concession etc. if any obtained by the supplier.

13.5.2 **Sales Tax:**

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

13.5.4 **Octroi Duty and Local Duties & Taxes:**

Normally, goods to be supplied to government departments against government contracts are exempted from levy of entry tax/town duty, Octroi duty, terminal tax and other levies of local bodies. However, on some occasions, the local bodies (like town body, municipal body etc.) as per their regulations allow such exemptions only on production of certificate to this effect from the concerned government department. Keeping this in view, the supplier shall ensure that the stores to be supplied by the supplier against the contract placed by the purchaser are exempted from levy of any such duty or tax and, wherever necessary, obtain the exemption certificate from the purchaser. However, if a local body still insists upon payment of such local duties and taxes, the same should be paid by the supplier to the local body to avoid delay in supplies and possible demurrage charges and obtain a receipt for the same. The supplier should forward the receipt obtained for such payment to the purchaser to enable the purchaser reimburse the supplier and take other necessary action in the matter.

### 13.5.5 Customs Duty:

The tenderer shall quote the Customs duty wherever applicable, considering availability of CDEC. The applicable rates and amount of the Custom Duty and the corresponding Indian Customs Tariff number should be shown separately in the price schedule. In case of non-availability of CDEC, the supplier has to custom clear the goods paying the applicable Custom Duty which shall be reimbursed separately on production of such proof of payment along with the final bill.

- 13.6 For transportation of imported goods offered from abroad, relevant instructions as incorporated under GCC Clause 10 shall be followed.
- 13.7 For insurance of goods to be supplied, relevant instructions as provided under GCC Clause 11 shall be followed.
- 13.8 Unless otherwise specifically indicated in this TE document, the terms FCA, FOB, FAS, CIF, CIP, DDP etc. for imported goods offered from abroad, shall be governed by the rules & regulations prescribed in the current edition of INCOTERMS, published by the International Chamber of Commerce, Paris
- 13.9 The need for indication of all such price components by the tenderers, as required in this clause (viz., GIT clause 13) is for the purpose of comparison of the tenders by the purchaser and will no way restrict the purchaser's right to award the contract on the selected tenderer on any of the terms offered.
- 13.10 .HLL Lifecare Ltd. is only a procurement consultant/agent and the supplies/equipments/goods against this contract are meant for supply National Institute of Biologicals (Ministry of Health & Family Welfare, Govt. of India), Noida. The ownership of the supplies/equipments/goods belongs to National Institute of Biologicals, Noida

### 14. Indian Agent

- 14.1 If a foreign tenderer has engaged an agent in India in connection with its tender, the foreign tenderer, in addition to indicating Indian agent's commission, if any, in a manner described under GIT sub clause 12.2 above, shall also furnish the following information:
- a) The complete name and address of the Indian Agent and its permanent income tax account number as allotted by the Indian Income Tax authority.
  - b) The details of the services to be rendered by the agent for the subject requirement.
  - d) Details of Service outlets in India, nearest to the consignee(s), to render services during Warranty and CMC period.
  - d) A copy of agreement between the Agent & their principal detailing the terms & conditions as well as services and after sales services as above to be rendered by the agent and the precise relationship between them and their mutual interest in the business.
  - e) Principal/ manufacturers original proforma invoice with the price bid.
  - f) The enlistment of the Indian Agent with DGS&D under the compulsory Registration Scheme of Ministry of Finance wherever applicable as per clause 17.2(d) hereafter.
- 14.2 Change of Authorised Indian Agent is not permissible as per the CVC guidelines.

### 15. Firm Price

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

### 16. Alternative Tenders

- 16.1 Alternative Tenders are not permitted.



- 16.2 However the Tenderers can quote alternate models meeting the tender specifications of same manufacturer with single EMD.
- 16.3 a) 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.
- b) 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(B) 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. The earnest money deposit lying with HLL Lifecare Ltd. in respect of other tenders awaiting approval or rejection will not be adjusted towards earnest money for fresh tender

- 19.2 The tenderers who are currently registered and, also, will continue to remain registered during the tender validity period with Directorate General of Supplies & Disposals or with National Small Industries Corporation, New Delhi for the specific goods as per tender enquiry specification shall be eligible for exemption from EMD. In case the tenderer falls in these categories, it should furnish copy of its valid registration details (with DGS&D or NSIC, as the case may be). In case NSIC quote on behalf of some SSI units, such offers will be considered as offers from SSI units registered with DGS&D/NSIC. It is to be noted that price preference/ purchase preference and exemption from performance security are not applicable for procurement of Medical equipment and Pharmaceuticals as per Govt. rules.
- 19.3 The earnest money shall be denominated in Indian Rupees or equivalent currencies as per GIT clause 12.2. The earnest money shall be furnished in one of the following forms:
- i. Account Payee Demand Draft
  - ii. Banker's cheque and
  - iii. Bank Guarantee
- 19.4 The demand draft or banker's cheque shall be drawn on any scheduled commercial bank in India or country of the tenderer, in favour of the "HLL Lifecare Limited" payable at New Delhi. In case of bank guarantee, the same is to be provided from any scheduled commercial bank in India or country of the tenderer as per the format specified under Section XIII in these documents. 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.
- 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 case Bank Guarantee furnished from banks outside India (i.e. foreign banks), it should be authenticated & countersigned by any Nationalised Bank in India by way of Back to back counter guarantee.

## **20. Tender Validity**

- 20.1 If not mentioned otherwise in the SIT, the tenders shall remain valid for acceptance for a period of 120 days (One hundred and twenty days) after the date of opening of techno-commercial tenders prescribed in the TE document. **Any tender valid for a shorter period shall be treated as unresponsive and rejected.**
- 20.2 In exceptional cases, the tenderers may be requested by the purchaser to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by surface mail or by fax/ telex/cable followed by surface mail. The tenderers, who agree to extend the tender

validity, are to extend the same without any change or modification of their original tender and they are also to extend the validity period of the EMD accordingly. A tenderer, however, may not agree to extend its tender validity without forfeiting its EMD.

20.3 In case the day up to which the tenders are to remain valid falls on/ subsequently declared a holiday or closed day for the purchaser, the tender validity shall automatically be extended up to the next working day.

## **21. Digital Signing of e-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 PDF format. The relevant tender documents should be uploaded by an authorised person having Class 3 B 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 as per following documents (**ONLY Online submissions for all the documents.**)

- a) Manufacturer's authorization in case bid is submitted by an Indian agent (A declaration must be attached here in case directly quoted by a manufacturer or a document establishing the relation of the Indian office with the manufacturer in case quoted by Indian office of the manufacturer).
- b) Tender Form as per section X.
- c) Compliance of all terms and conditions of TED like- warranty, delivery period, delivery terms, payment terms etc
- d) Declaration regarding Fall Clause and Deregistration, debarment from any Govt Dept/ Agencies
- e) Copy of PAN.
- f) Certificate of Incorporation/Declaration being a proprietary firm.
- g) Abridged Annual report of last 03 years (Balance sheet and Profit & Loss Account) in pdf format.
- h) Name, address and details of account with respect to bidder and/or beneficiary of L/C.
- i) Quality Control Requirements as per Section VIII
- j) Performance statement along with required PO copies and its corresponding end user's satisfactory performance certificate as per section IX.
- k) 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.

(ii) **PRICE BID (ONLY ONLINE)**

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

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

### **23. Late Tender**

23.1 There is NO PROVISION of uploading late tender beyond stipulated date & time in the e-tendering system.

### **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 Two - Tender system as mentioned in Para 21.6 above will be as follows. The **Techno - Commercial Tenders** are to be opened in the first instance, at the prescribed time and date as indicated in NIT. These Tenders shall be scrutinized and evaluated by the competent committee/ authority with reference to parameters prescribed in the TE document. During the Techno - Commercial Tender opening, the tender opening official(s) will read the salient features of the tenders like brief description of the goods offered, delivery period, Earnest Money Deposit and any other special features of the tenders, as deemed fit by the tender opening official(s). Thereafter, in the second stage, the Price Tenders of only the Techno - Commercially acceptable offers (as decided in the first stage) shall be opened for further scrutiny and evaluation on a date notified after the evaluation of the Techno – Commercial tender. The prices, special discount if any of the goods offered etc., as deemed fit by tender opening official(s) will be read out.

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

### **26. Basic Principle**

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

### **27. Preliminary Scrutiny of Tenders**

- 27.1 The Purchaser will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed stamped and whether the Tenders are generally in order.
- 27.2 Prior to the detailed evaluation of Price Tenders, pursuant to GIT Clause 34, the Purchaser will determine the substantial responsiveness of each Tender to the TE Document. For purposes of these clauses, a substantially responsive Tender is one, which conforms to all the terms and conditions of the TE Documents without material deviations. Deviations from, or objections or reservations to critical provisions such as those concerning **Performance Security (GCC Clause 5)**, **Warranty (GCC Clause 15)**, **EMD (GIT Clause 19)**, **Taxes & Duties (GCC Clause 20)**, **Force Majeure**

**(GCC Clause 26) and Applicable law (GCC Clause 31) will be deemed to be a material deviation.** The Purchaser's determination of a Tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

- 27.3 If a Tender is not substantially responsive, it will be rejected by the Purchaser and cannot subsequently be made responsive by the Tenderer by correction of the nonconformity.
- 27.4 The tenders will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the TE document. The tenders, which do not meet the basic requirements, are liable to be treated as non-responsive and will be summarily ignored.
- 27.5 **The following are some of the important aspects, for which a tender shall be declared non-responsive and will be summarily ignored;**
- (i) The bidder has submitted hard copy of financial bid (only online submission price bids are allowed).
  - (ii) Tender form as per Section X (signed and stamped) not enclosed.
  - (iii) Tender is unsigned.
  - (iv) Tender validity is shorter than the required period.
  - (v) Required EMD (Amount, validity etc.)/ exemption documents have not been provided.
  - (vi) Tenderer has quoted for goods manufactured by other manufacturer(s) without the required Manufacturer's Authorisation Form as per Section XIV.
  - (vii) Tenderer has not agreed to give the required performance security.
  - (viii) Goods offered are not meeting the tender enquiry specification.
  - (ix) Tenderer has not agreed to other essential condition(s) specially incorporated in the tender enquiry like terms of payment, terms of delivery, liquidated damages clause, warranty period.
  - (x) Poor/ unsatisfactory past performance.
  - (xi) Tenderers who stand deregistered/banned/blacklisted by any Statutory Authorities as per Govt. rules/procedures.
  - (xii) Tenderer is not eligible as per GIT Clauses 5.1 & 17.1.
  - (xiii) Tenderer has not quoted for the entire quantity in the schedule as specified in the List of Requirements.

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

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

## **29 Discrepancies in Prices**

- 29.1 If, in the price structure quoted by a tenderer, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless the purchaser feels that the tenderer has

made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.

- 29.2 If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected; and
- 29.3 If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause 29.1 and 29.2 above.
- 29.4 If, as per the judgement of the purchaser, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the tenderer by registered / speed post. If the tenderer does not agree to the observation of the purchaser, the tender is liable to be ignored.

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

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

### **31. Qualification Criteria**

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

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

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

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

- 33.1 In case the List of Requirements contains more than one schedule, the responsive tenders will be evaluated and compared separately for each schedule. The tender for a schedule will not be considered if the complete requirements prescribed in that schedule are not included in the tender. However, as already mentioned in GIT sub clause 13.2, the tenderers have the option to quote for any one or more schedules.

### **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 based on the terms of delivery as asked for in bid document. **The quoted turnkey prices and CMC prices will also be added for comparison/ranking purpose for evaluation.**

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

- 35.1 Further to GIT Clause 34 above, the purchaser's evaluation of a tender will include and take into account the following:
- i) In the case of goods manufactured in India or goods of foreign origin already located in India, sales tax & other similar taxes and excise duty & other similar duties, Customs Duties, Service Tax, Works Contract Tax etc which will be contractually payable (to the tenderer), on the goods if a contract is awarded on the tenderer; and
  - ii) in the case of goods of foreign origin offered from abroad, customs duty and other similar import duties/taxes, which will be contractually payable (to the tenderer) on the goods if the contract is awarded on the tenderer.
- 35.2 The purchaser's evaluation of tender will also take into account the additional factors, if any, incorporated in SIT in the manner and to the extent indicated therein.

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

**41. Notification of Award**

- 41.1 Before expiry of the tender validity period, the purchaser will notify the successful tenderer(s) in writing, by registered / speed post or by fax/ telex/cable (to be confirmed by registered / speed post) that its tender for goods & services, which have been selected by the purchaser, has been accepted, also briefly indicating therein the essential details like description, specification and quantity of the

goods & services and corresponding prices accepted. The successful tenderer must furnish to the purchaser the required performance security within fifteen 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 by registered / speed post.

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

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

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

**44. Return of EMD**

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

**45. Publication of Tender Result**

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

**46. Corrupt or Fraudulent Practices**

46.1 It is required by all concerned 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)**

Sl. No.	GIT Clause No.	Topic	SIT Provision	Page No.
A	1 to 7	Preamble	No Change	08
B	8 to 10	TE documents	No Change	11
C	11 to 21	Preparation of Tenders	No Change	11
D	22 to 24	Submission of Tenders	No Change	19
E	25	Tender Opening	No Change	20
F	26 to 37	Scrutiny and Evaluation of Tenders	No Change	20
G	38 to 45/46	Award of Contract	No Change	23

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 Fee and EMD, all document(s)/ information(s) including the Financial Proposal (i.e. **FORMAT FOR SUBMISSION OF FINANCIAL PROPOSAL**) should be uploaded **online only** in the prescribed format given in the website. No other mode of submission shall be acceptable.
- (iii) The prospective bidders may **scan the documents in low resolution (75 to 100 DPI)** instead of 200 DPI. The documents may be scanned for further lower resolution (if possible). This would reduce the size of the Cover and would be uploaded faster.
- (iv) The prospective bidders may upload Drawing files, if any, in **“.dwf”** format so that the size of document is less. This is a generic format and all software supports this format.
- (v) The Individual file size of uploading is restricted up to 5 MB. Bidders may upload multiple files (Not exceeding 5 MB individually) & name the files in a way, which describes the contents.

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

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

## GENERAL CONDITIONS OF CONTRACT (GCC)

### 1. Application

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

### 2. Use of contract documents and information

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

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

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

### 3. Patent Rights

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

### 4. Country of Origin

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

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

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

### 5. Performance Security

5.1 Within fifteen (15) days from date of the issue of notification of award by the Purchaser/Consignee, the supplier, shall furnish performance security to the Purchaser/Consignee for an amount equal to ten percent (10%) of the total value of the contract, **valid up to sixty (60) days after the date of completion of all contractual obligations by the supplier, including the warranty obligations** initially valid for a period of minimum 42 months from the date of Notification of Award.

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

- a) It shall be in any one of the forms namely Account Payee Demand Draft 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.

- b) 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.

- 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 twenty-one (21) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.
- 5.5 The supplier shall enter into 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 to their final destination as indicated in the contract), rough handling, extreme weather conditions etc. so that there is no damage, deterioration etc.** As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract.
- 7.2 The quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall strictly comply with the requirements as provided in Technical Specifications and in SCC. In case the packing requirements are amended due to issue of any amendment to the contract, the same shall also be taken care of by the supplier accordingly.
- 7.3 Packing instructions:

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

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

f. supplier's name and address

## **8. Inspection, Testing and Quality Control**

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

**9. Terms of Delivery**

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

**10. Transportation of Goods**

10.1 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 on DDP basis at consignee's site. The shipment shall be made by Indian flag vessel or by vessels belonging to the conference lines in which India is a member country through India's forwarding agents/coordinators. In case the forwarding agent/coordinators are unable to provide timely adequate space in Indian flag vessel or by vessels belonging to the conference lines, the supplier shall arrange shipment through any available vessel to adhere to the delivery schedule given in the contract.

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.

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

Goods will be custom cleared by the supplier/ Indian agent and transported to the consignee's site as per the contract terms.

**Supplies being on DDP basis, the same shall be arranged by the supplier/its Indian agent as per the terms of the contract. For this purpose the equipment/stores/goods should be sent showing supplier's authorised agent as interim port consignee in India, who will arrange clearance and further to the ultimate consignee's site by road.**

The Indian agent shall take proactive measures before arrival of equipment/stores/goods at port of and obtain necessary CDEC, entry permit, road permit, Octroi exemption, etc. from the concerned authority to avoid any hold up and/ or delay in supplies.

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. The supplier shall be responsible for all loss, destructions, damage or deterioration of or to the goods from any cause whatsoever while the goods after approval by the inspector are awaiting despatch or delivery.

**11. Insurance:**

11.1 Unless otherwise instructed in the SCC, the supplier shall make arrangements for insuring the goods 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 arrive 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 “warehouse to warehouse” (consignee site) on all risk basis. The insurance cover shall be obtained by the Supplier **making the consignee as beneficiary** 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 DDP Basis, the supplier shall arrange and pay for marine/air insurance making the consignee as beneficiary. The additional extended Insurance (local transportation and storage) would also be borne by the Supplier from the port of entry to the consignee site for a period including 3 months beyond date of delivery. The insurance shall be taken for an amount equal to 110% of overall expenditure to be incurred by the purchaser for receiving the goods at consignee’s site.

## **12. Spare parts**

- 12.1 If specified in the List of Requirements and in the resultant contract, the supplier shall supply/provide any or all of the following materials, information etc. pertaining to spare parts manufactured and/or supplied by the supplier:
- a) The spare parts as selected by the Purchaser/Consignee to be purchased from the supplier, subject to the condition that such purchase of the spare parts shall not relieve the supplier of any contractual obligation including warranty obligations; and
  - b) In case the production of the spare parts is discontinued:
    - i) Sufficient advance notice to the Purchaser/Consignee before such discontinuation to provide adequate time to the purchaser to purchase the required spare parts etc., and
    - ii) Immediately following such discontinuation, providing the Purchaser/Consignee, free of cost, the designs, drawings, layouts and specifications of the spare parts, as and if requested by the Purchaser/Consignee.
- 12.2 Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the goods so that the same are supplied to the Purchaser/Consignee promptly on receipt of order from the Purchaser/Consignee.

## **13. Incidental services**

- 13.1 Subject to the stipulation, if any, in the SCC (Section – V), List of Requirements (Section – VI) and the Technical Specification (Section – VII), the supplier shall be required to perform the following services.
- i) Installation & commissioning, Supervision and Demonstration of the goods
  - ii) Providing required jigs and tools for assembly, minor civil works required for the completion of the installation.
  - iii) Training of Consignee’s Doctors, Staff, operators etc. for operating and maintaining the goods
  - iv) Supplying required number of operation & maintenance manual for the goods

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

The supplier shall send all the relevant despatch documents well in time to the Purchaser/Consignee

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

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

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

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

B) For goods imported from abroad

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

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

## 15. Warranty

15.1 The supplier warrants comprehensively that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by the purchaser in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials (*except when the design adopted and / or the material used are as per the Purchaser's/Consignee's specifications*) or workmanship or from any act or omission of the supplier, that may develop under normal use of the supplied goods under the conditions prevailing in India.

15.2 This comprehensive warranty shall remain valid for **2 (two) years** after the goods or any portion thereof as the case may be, have been delivered to the final destination and installed and



commissioned at the final destination and accepted by the Purchaser/Consignee in terms of the contract, unless specified otherwise in the SCC.

- a. No conditional warranty like mishandling, manufacturing defects etc. will be acceptable.
- b. Warranty as well as Comprehensive Maintenance contract will be inclusive of all accessories and Turnkey work.
- c. Replacement and repair will be under taken for the defective goods.
- d. Proper marking has to be made for all spares for identification like printing of installation and repair dates.

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

## **16. Assignment**

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

## **17. Sub Contracts**

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

## **18. Modification of contract**

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

## **19. Prices**

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

## **20. Taxes and Duties**

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

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

### **21.1 Payment Terms**

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

#### **A) Payment for Domestic Goods or Foreign origin located within India.**

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

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

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

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

**b) On Acceptance:**

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

**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 delivery:**

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

- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Original and four copies of the negotiable clean, on-board Bill of Lading/ Airway bill , marked freight pre paid and four copies of non-negotiable Bill of Lading/Airway bill;
- (iii) Four Copies of packing list identifying contents of each package;
- (iv) Insurance Certificate as per GCC Clause 11;
- (v) Manufacturer's/Supplier's warranty certificate;
- (vi) Manufacturer's own factory inspection report and
- (vii) Certificate of origin by the chamber of commerce of the concerned country;
- (viii) Inspection Certificate for the despatched equipments issued by recognized/ reputed agency like SGS, Lloyd or equivalent (acceptable to the purchaser) 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 20 % of net CIP price of goods would be made against \_Final Acceptance Certificate' as per Section XVIII to be issued by the consignees through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the Foreign Principal in a bank in his country, subject to recoveries, if any.

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

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

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

**C) Payment for Annual Comprehensive Maintenance Contract (CMC) 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 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, 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 the purchaser.
- 21.7 While claiming payment, the supplier is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the supplier for claiming that payment has been fulfilled as required under the contract.
- 21.8 While claiming reimbursement of duties, taxes etc. (like sales tax, excise duty, custom duty) from the Purchaser/Consignee, as and if permitted under the contract, the supplier shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the supplier) shall refund to the Purchaser/Consignee forthwith.
- 21.9 In case where the supplier is not in a position to submit its bill for the balance payment for want of receipted copies of Inspection Note from the consignee and the consignee has not complained about the non-receipt, shortage, or defects in the supplies made, balance amount will be paid by the paying authority without consignee's receipt certificate after three months from the date of the preceding part payment for the goods in question, subject to the following conditions:
- (a) The supplier will make good any defect or deficiency that the consignee (s) may report within six months from the date of despatch of goods.
  - (b) Delay in supplies, if any, has been regularized.
  - (c) The contract price where it is subject to variation has been finalized.
  - (d) The supplier furnishes the following undertakings:  
—I/We, \_\_\_\_\_ certify that I/We have not received back the Inspection Note duly 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 of the goods and perform the services under the contract within the time schedule specified by the Purchaser/Consignee in the List of Requirements and as incorporated in the contract. **The time for and the date of delivery of the goods stipulated in the schedule shall be deemed to be of the essence of contract and the delivery must be completed not later than the date(s) as specified in the Contract.**
- 22.2 Subject to the provision under GCC clause 26, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions:
- (i) imposition of liquidated damages,
  - (ii) forfeiture of its performance security and
  - (iii) termination of the contract for default.
- 22.3 If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform the Purchaser/Consignee in writing about the same and its likely duration and make a request to the Purchaser/Consignee for extension of the delivery schedule accordingly. On receiving the supplier's communication, the Purchaser/Consignee shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.
- 22.4 When the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period shall, inter alia contain the following conditions:

(a) The Purchaser/Consignee shall recover from the supplier, under the provisions of the clause 23 of the General Conditions of Contract, liquidated damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract.

(b) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of customs duty, excise duty, sales tax/ VAT, Service Tax and Works Contract Tax or on account of any other tax or duty which may be levied in respect of the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.

(c) But nevertheless, the Purchaser/Consignee shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty, excise duty, sales tax/ VAT, Service Tax and Works Contract Tax or any other duty or tax or levy or on account of any other grounds, which takes place after the expiry of the date of delivery stipulated in the contract.

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

#### 22.6 **Passing of Property:**

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

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

22.6.3 Unless otherwise agreed, the goods remain at the supplier's risk until the property therein is transferred to the purchaser.

#### 23. **Liquidated damages**

23.1 Subject to GCC clause 26, if the supplier fails to deliver any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, the Purchaser/Consignee shall, without prejudice to other rights and remedies available to the Purchaser/Consignee under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of goods and/or services until actual delivery or performance subject to a maximum of 10% of the contract price. Once the maximum is reached Purchaser/Consignee may consider termination of the contract as per GCC 24.

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

#### 24. **Termination for default**

24.1 The Purchaser/Consignee, without prejudice to any other contractual rights and remedies available to it (the Purchaser/Consignee), may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or

within any extension thereof granted by the Purchaser/Consignee pursuant to GCC sub-clauses 22.3 and 22.4.

- 24.2 In the event of the Purchaser/Consignee terminates the contract in whole or in part, pursuant to GCC sub-clause 24.1 above, the Purchaser/Consignee may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the supplier shall be liable to the Purchaser/Consignee for the extra expenditure, if any, incurred by the Purchaser/Consignee for arranging such procurement.
- 24.3 Unless otherwise instructed by the Purchaser/Consignee, the supplier shall continue to perform the contract to the extent not terminated.

## **25. Termination for insolvency**

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

## **26. Force Majeure**

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

## **27. Termination for convenience**

- 27.1 The Purchaser/Consignee reserves the right to terminate the contract, in whole or in part for its (Purchaser's/Consignee 's) convenience, by serving written notice on the supplier at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Purchaser/Consignee. The notice shall also indicate inter alia, 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 that 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 disputes of differences by such mutual consultation within twenty-one days of its occurrence, then, unless otherwise provided in the SCC, either the Purchaser/Consignee or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. Such dispute or difference shall be referred to the sole arbitration of an officer, appointed to be the arbitrator by the CMD of HLL. The award of the arbitrator shall be final and binding on the parties to the contract subject to the provision that the Arbitrator shall give reasoned award in case the value of claim in reference exceeds Rupees One lakh (Rs. 1,00,000/-)

30.3 Venue of Arbitration: The venue of arbitration shall be Delhi/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 out of the contract is determined by the Arbitrator or by the competent court as the case may be, and the

supplier will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention.

**33. General/ Miscellaneous Clauses**

- 33.1 Each member/constituent of the Supplier/its Indian Agent/CMC/AMC Provider, in case of consortium shall be **jointly and severally liable** to and responsible for all obligations towards the Purchaser/Consignee for performance of contract/services including that of its Associates/Sub Contractors under the Contract.
- 33.2 The Supplier/its Indian Agent/CMC Provider shall at all times, indemnify and keep indemnified the Purchaser against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while Providing its services under CMC or the Contract.
- 33.3 The Supplier/its Agent/CMC/AMC Provider shall, at all times, indemnify and keep indemnified the Purchaser/Consignee against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the supplier/its associate/affiliate etc.
- 33.4 All claims regarding indemnity shall survive the termination or expiry of the contract.



**SECTION – V****SPECIAL CONDITIONS OF CONTRACT (SCC)**

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

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

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

<b>Item No.</b>	<b>Description</b>	<b>Qty. (Nos)</b>	<b>warranty period</b>	<b>CMC</b>
<b>A Equipment Required for Laboratory</b>				
1	Air Sampler	6	Warranty 2Yrs. & AMC 5Yrs.	60000
2	Multi Sample Osmometer	1	Warranty 2Yrs. & AMC 5Yrs.	24000
3	Closed Sterility	1	Warranty 2Yrs. & AMC 5Yrs.	22000
4	Stability Chamber (25°C to 40 °c with RH capacity : 200-350 Lt	1	Warranty 2Yrs. & AMC 5Yrs.	10600
5	Stability Chamber (25°C to 40 °c with RH capacity : 250-350 Lt	2	Warranty 2Yrs. & AMC 5Yrs.	9560
6	Stability Chamber (2°C to 8 °c with RH)	1	Warranty 2Yrs. & AMC 5Yrs.	3580
7	Cell Counter	1	Warranty 2Yrs. & AMC 5Yrs.	7520
8	Microplate Shaker	2	Warranty 1Yrs. & CMC 5Yrs	2000
9	Manifold Transblot Semidry	1	Warranty 2Yrs. & CMC 5Yrs	3800
10	Dot Blot Assembly	1	Warranty 2Yrs. & CMC 5Yrs	6000
11	Gel Dryer	1	Warranty 2Yrs. & CMC 5Yrs	7000
12	pH Meter	1	Warranty 1Yrs. & AMC 5Yrs	3000
13	General purpose incubator / Stability Chamber (25°C to 40 °c with RH capacity : 250-350 Lt.)	1	Warranty 2Yrs. & AMC 5Yrs	10600
14	Digital Water Bath	2	Warranty 1Yrs. & AMC 5Yrs	12000
15	Furnace	1	Warranty 1Yrs. & AMC 5Yrs	8000
16	Water Bath	1	Warranty 1Yrs. & AMC 5Yrs	3400
17	Sterile Garment Storage Cabinet	1	Warranty 1Yrs.	5000
<b>B. Item Required For Animal Facility</b>				
1	Fully Adjustable Acrylic Rabbit Restrainer	10	Warranty 1Yrs	3000
2	Poly Carbonate Mice Cage	3500	Warranty 1Yrs	60000
3	Racs for Holding Mice Cage	50	Warranty 1Yrs	26000

4	Fully Adjustable Acrylic Rabbit Restrainer	1500	Warranty 1Yrs	48000
5	Racks for Holding rat Cage	40	Warranty 1Yrs	20000
6	SS Rabbit Cage	45	Warranty 1Yrs	13000
7	Racs for Holding rabbit Cage	5	Warranty 1Yrs	2400
8	Guinea Pig Propylene Cage	350	Warranty 1Yrs	32000
9	Racs for holding Guinea Pig Propylene Cage	20	Warranty 1Yrs	10000
10	SS trolley	5	Warranty 1Yrs	3000
<b>C</b>	On Buy Back Basis - Water Purification System	04	Warranty 2Yrs. & AMC 5Yrs	24000

**Part II: Required Delivery Schedule:**

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

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

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

Within **60 days** from date of opening of L/C. The date of delivery will be the date of delivery at consignee site (Tenderers may quote earliest delivery period).

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

Installation & Commissioning, Supervision, Demonstration, Trial run and Training etc. as specified in GCC Clause 13. Installation & commissioning shall be completed within 15 days of handing over the site of installation complete in all respect by the consignee. The date of handing over of the site has to be intimated by the supplier to the purchaser. The delay on the part of the supplier to install and commission the equipment will attract the provisions as contained in the liquidated damage clause.

**Part IV:**

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

**Part V:**

**Annual Comprehensive Maintenance Contract (CMC)/ Annual Maintenance Contract (AMC)** as detailed in Technical specification and **General Points** of the Technical Specification.

**Part VI:**

**Required Terms of Delivery and Destination.**

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

Delivery required at Consignee Site.

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

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

The foreign tenderers are required to quote their rates on DDP at consignee's site basis giving break up of the price as per the Proforma prescribed in the Price Schedule.

Custom clearance, handling, unloading & loading and transportation to the consignee's site shall be the responsibility of the supplier/ Indian agent.

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

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

**Part VII:**

**Inspection:**

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

At consignee site by the respective In-charge of the Institute or his authorised representative.

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

Pre-despatch inspection at manufacturer's premises as per GCC clause **8.8** and inspection after arrival in India at consignee site by the respective In-charge of the Institute or his authorised representative

## **Section – VII**

### **Technical Specifications**

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

<b>S. No</b>	<b>Features</b>	<b>Description</b>
1	Material Of Construction	Anodized Aluminum
2	Flow rate accuracy	90 - 100 litres / min.
2	Flow rate	100 litres / min.
4	Airflow Regulation	Hot-wire anemometer, numerical control, Temperature and Pressure sensors
5	Non Viable Particle Generation	Within limits of ISO guidelines of emission of particle in cleanroom.
6	Standard Sampling Volumes	50, 100, 250, 500, 1000, 2000 litres
7	Impaction speed	Around 20m/s
8	Operating condition	Temperature: 10 - 40 °C, Relative humidity: 40 - 70 %
9	Petriplate Compatibility	Independence through use of standard 90 mm Petri dishes
10	Charging time	Full recharge time approx. 2 - 4 hours
11	Battery Running time	5 - 7 hours
12	Lifetime RTC Battery	RTC (Real Time Clock) battery: 10 - 12 years
13	Total aspiration volume	Approx 40000 to 50000 litres
14	Display	Alphanumeric liquid crystal display, 32 characters
15	Software	Software based with windows, USB communication, Alarm logging up to 100
16	Calibration	Fully automatic calibration cycle (no manual calibration)
17	Warranty	Warranty 2Yrs. & AMC 5Yrs
18	CE approval	IQ , OQ & PQ

## ANNEXURE - II

## Technical specification of Multi-sample Osmometer

Model	Bench top
Sample volume	minimum 20 µl
Sample capacity	Upto 20 samples
Range	0- 2000 mOsmol/kg
Resolution	1 mOsmol/kgH <sub>2</sub> O
Repeatability	+ 3 mOsmol /kg H <sub>2</sub> O ( 1 SD between 0 to 400 mOsmol / kg H <sub>2</sub> O)
Able to develop customized sample protocol	
Easy search and retrieval and export of test results	
Supporting 21 CFR part 11 compliance	
Should have provision for Automatic calibration protocol (3 point calibration of range for 0 -2000 mOsmol/kg	
Should have provision for Statistical graphing & reporting	
Should have provision for System linearity check	
Ability to set range & limits for control solutions	
Should have provision for Statistical monitoring and graphing of daily controls	
Tracking quality control data over time and construct Levy-jennings Chart	
RS-232 connection to provide LIMS- capable data output	
IQ, OQ and PQ of the equipment to be performed at NIB site and provide all documents	
Calibration of the equipment to be done at NIB site	
Training of the technical staff on operation and maintenance of the equipment	
Company must support the model for next 10 years (spare part & services)	
Warranty 2Yrs. & AMC 5Yrs.	

## ANNEXURE - III

**SPECIFICATIONS OF CLOSED STERILITY TEST EQUIPMENT  
WITH SPEED CONTROL, DIGITAL DISPLAY & FOOT PADDLE**

S. No	Specification	Features
1	Material Construction	SS 316 L Stainless steel frame, pump head for Laminar Flow Hood, pump head cover, bottle

			holder, polyester keypad, ampoule breaker, pressure control kit & Foot switch .
2	Operational Requirements	Drain Tray	Stainless Steel/ autoclaveable polyacetal
		Tubing For Drain Tray	Silicone
		Temperature (° C)	15 – 40
		Relative Humidity	40-70 %
		Power Supply	110 – 240 V
		Pump Flow Rate	50 – 700 ml/min
		Timer Programming	0.5 – 999 seconds
3 4 5 6 7 8 9 10 11 12 13	Autoclavable Canister Compatibility Positioning Software  Membrane integrity Power Supply Kits Equipment Key Warranty Increment Documents	Pump head cover, roller knob, bottle holder and drain tray and drain Tray. Compatible with MERCK MILLIPORE canister. Fit in vertical and horizontal class A/class 100 laminar flow hoods. Controlled peristaltic pump with stop control. Standard Operating Procedure (SOPs), displaying sterility testing step by step product wise should be transferrable to the system. Editing of SOP is allowed. Build in timer control. Should be displayed as well as equal splitting efficiency too. Pertinent power supply kits. Pertinent key Must be minimum 2 years of warranty of panel. 10 s - 300 s Software validation protocol and verification should be included as GDP requirements. Comprehensive ready to use validation protocol; IQ, OQ and PQ. Warranty 2Yrs. & AMC 5Yrs.	

## ANNEXURE - IV

## SPECIFICATIONS OF STABILITY CHAMBER (250C-400C with RH)

S.N o.	Specification
1.	Application- The unit is fully suitable to carry out stability studies for conditions in accordance with ICH Q1A guidance for accelerated and stress conditions such as 25°C/60% RH, 30°C/65% RH, 30°C/75% RH, 40°C/75% RH
2	Capacity- 200 - 350 lt.(Approximate).
3	External Dimension: (H x W x D) mm 1500 – 1800 (H) x 600-900(W) x 800-1100(D)mm.
4	Construction- Doubled walled chamber with PUF insulation. Interior is made of SS 304 and Exterior is either made of Mild steel powder coated or stainless steel 304. Full length inner glass door to view stored samples and outer metal door with leak proof gasket, lock & key. PU wheels for easy movement. Stainless steel 3-4 trays for sample loading. Forced air circulation to maintain uniformity with quick recovery $\pm 1^{\circ}\text{C}$ .
5	Control System- Complete operations driven through PLC with data storage capacity of upto 1000 readings & facility to send email alerts directly from the PLC. Software to be provided which is FDA approved and with 21 CFR compliance. Temperature controller with Ethernet communication. Printer interface facility and PC communication with static IP address. The temperature controller should be microprocessor based with digital LCD display mentioning date and time. The temperature control resolution should be better than $0.5^{\circ}\text{C}$ .
6	Heating System- Long lasting Nichrome wired U-shaped SS tubular heaters with SS fins.
7	Humidity System- Humidity is by steam injection. Humidity system consists of reservoir tank & humidifier tank, which is fitted with two nos. of humidifier heaters - one works as primary and other as standby. Upon detection of fault, system automatically switches over to the other heater & raises an alarm.
8	Sensor- High quality Imported make Temperature & Humidity combo sensor with 4-20 mA output.
9	Cooling System- Imported make CFC free cooling system consists of hermetically sealed compressor coupled with evaporation coil and condenser. It is safe guarded by time



	delay circuit. Refrigerant 134A.
10	Alarms- Audio-visual alarms for Temperature & Humidity deviations (High & Low), Door Open, Water supply failure, Component Circuit Error, Mains failure Alarm to have battery backup in any event of system/power failure.
11	Safety- Safety devices for Temperature & Humidity Overshoot & Temperature Undershoot, Float switches to detect low-water level & cut-off heater supply, Delay Timer to safeguard the compressor, MCB to cut off over current supply, Surge arrester to filter electrical noise. Door system should lockable double doors for better safety. This unit should have full-length inner glass door and outside metal door with leak proof magnetic gasket and lock.
12	Electrical Supply- 230 Volts, 50 Hz mains supply
13	Temperature Range- 0°C to 60°C with increments of 0.1°C
14	Temperature Accuracy- $\pm 0.2^{\circ}\text{C}$
15	Humidity Range- 40% RH to 95% RH
16	Humidity Accuracy- $\pm 2\%$ RH
17	Temperature Uniformity- $\pm 1^{\circ}\text{C}$
18	Humidity Uniformity- $\pm 3\%$ RH
19	Safety System and Alarms- System should have digital displays for the set/run parameters. System should have audible/ and visual warnings for temp. Over shoot and undershoot, power failure and door open.
20	Humidity and temperature Scanner – Temperature & Humidity scanner having atleast 04 temperature & 04 humidity probes to monitor various parts of the equipment
21	Compliance- Calibration for one set value and 24 hrs validation data for empty and loaded chambers Chambers connected on TCP/IP (Ethernet) with the centralized work station and transferring data in database. This centralized work station provides the tool for viewing, trending and alarm management of chambers. It should have date and time/temp audit trails and complies to US FDA 21 CFR Part 11
22	Standards and Safety- Should comply to FDA approved product Should comply with WHO/UNICEF Should comply with international electromagnetic compliance standards like IEC OR EMC directives Electrical safety should conforms to IEC standards for

	electrical safety
23	Documentation- User/ Technical/ Maintenance manuals to be supplied in English Certificate of calibration and inspection from Manufacturer. List of important spare parts and accessories for 2 years inventories. The vendor should provide IQ, OQ, PQ at the time of installation as per WHO specifications. DQ to be provided for approval before the supply of material.
24	Validation- 3 cycles each of 24 hours for both, empty & loaded conditions (incl. 3 Power Failure & 3 Door Failure Alarm)
25	Compressor- Minimum 5-7 years warranty, preferred make Ingersoll rand, Didzer, Bingshan, Carrier Aircon, Trane, Emerson with traceable document.
26	Stand by Cooling System with auto switch over- A fully functional cooling system can be provided as standby which should come in operation automatically on detecting fault with regular system.
27	With UPS, PC and printer- Computer to be provided with operational software and UPS to avoid the damage to equipment due to voltage fluctuations.
	Warranty 2Yrs. & AMC 5Yrs.

## ANNEXURE-V

## SPECIFICATIONS OF STABILITY CHAMBER (25°C- 40°C WITH RH)

1	Application- The unit is fully suitable to carry out stability studies for conditions in accordance with ICH Q1A guidance for accelerated and stress conditions such as 25°C/60% RH, 30°C/65% RH, 30°C/75% RH, 40°C/75% RH
2	Capacity- 250 - 350 lt.(Approximate)
3	Dimension- Internal: H x W x D 780 x 600 x 680 mm External: H x W x D 1300 x 960 x 810 mm
4	Construction- Doubled walled chamber with PUF insulation. Interior is made of SS 304 and Exterior is either made of Mild steel powder coated or stainless steel 304. Full length inner glass door to view stored samples and outer metal door with leak proof gasket, lock & key. PU wheels for easy movement. Stainless steel trays for sample loading. Forced air circulation to maintain uniformity with quick recovery $\pm 1^{\circ}\text{C}$ .
5	Control System- Complete operations driven through PLC with data storage capacity of upto 1000 readings & facility to send email alerts directly from the PLC
	Software to be provided which is FDA approved and with 21 CFR

	compliance
	Temperature controller with Ethernet communication. Printer interface facility and PC communication with static IP address.
	The temperature controller should be microprocessor based with digital LCD display mentioning date and time
	The temperature control resolution should be better than 0.5°C
6	Heating System- Long lasting Nichrome wired U-shaped SS tubular heaters with SS fins
7	Humidity System- Humidity is by steam injection. Humidity system consists of reservoir tank & humidifier tank, which is fitted with two nos. of humidifier heaters - one works as primary and other as standby. Upon detection of fault, system automatically switches over to the other heater & raises an alarm
8	Sensor- High quality Imported make Temperature & Humidity combo sensor with 4-20 mA output
9	Cooling System- Imported make CFC free cooling system consists of hermetically sealed compressor coupled with evaporation coil and condenser. It is safe guarded by time delay circuit. Refrigerant 134A
10	Alarms- Audio-visual alarms for Temperature & Humidity deviations (High & Low), Door Open, Water supply failure, Component Circuit Error, Mains failure
	Alarm to have battery backup in any event of system/power failure
11	Safety- Safety devices for Temperature & Humidity Overshoot & Temperature Undershoot, Float switches to detect low-water level & cut-off heater supply, Delay Timer to safeguard the compressor, MCB to cut off over current supply, Surge arrester to filter electrical noise.
	Door system should lockable double doors for better safety. This unit should have full-length inner glass door and outside metal door with leak proof magnetic gasket and lock.
12	Electrical Supply- 230 Volts, 50 Hz mains supply
13	Temperature Range- 0°C to 60°C with increments of 0.1°C
14	Temperature Accuracy- $\pm 0.2^\circ\text{C}$
15	Humidity Range- 40% RH to 95% RH
16	Humidity Accuracy- $\pm 2\%$ RH
17	Temperature Uniformity- $\pm 1^\circ\text{C}$
18	Humidity Uniformity- $\pm 3\%$ RH
19	Safety System and Alarms- System should have digital displays for the set/run parameters.
	System should have audible/ and visual warnings for temp. Over shoot and undershoot, power failure and door open.
20	Compliance- Calibration for one set value and 24 hrs validation data for empty and loaded chambers

	Chambers connected on TCP/IP (Ethernet) with the centralized work station and transferring data in database. This centralized work station provides the tool for viewing, trending and alarm management of chambers. It should have date and time/temp audit trails and complies to US FDA 21 CFR Part 11
21	Standards and Safety- Should comply to FDA approved product
	Should comply with WHO/UNICEF
	Should comply with international electromagnetic compliance standards like IEC OR EMC directives
	Electrical safety should conform to IEC standards for electrical safety
22	Documentation- User/ Technical/ Maintenance manuals to be supplied in English
	Certificate of calibration and inspection from Manufacturer
	List of important spare parts and accessories for 2 years inventories
	The vendor should provide IQ, OQ, PQ at the time of installation as per WHO specifications. DQ to be provided for approval before the supply of material
	Validation- 3 cycles each of 24 hours for both, empty & loaded conditions (incl. 3 Power Failure & 3 Door Failure Alarm)
23	Compressor- Minimum 5-7 years warranty, preferred make Ingersoll rand, Didzer, Bingshan, Carrier Aircon, Trane, Emerson with traceable document.
24	With UPS, PC and printer- Computer to be provided with operational software and UPS to avoid the damage to equipment due to voltage fluctuation.
	Warranty 2Yrs. & AMC 5Yrs

## ANNEXURE – VI

## SPECIFICATIONS OF STABILITY CHAMBER (2°C- 8°C WITH RH)

1	Application- The unit is fully suitable to carry out stability studies for conditions in accordance with ICH Q1A guidance for real time conditions such as 5°C
2	Capacity- 250 - 350 lt (Approximate).
3	Dimension- Internal: H x W x D 780 x 600 x 680 mm
	External: H x W x D 1300 x 960 x 810 mm
4	Construction- Doubled walled chamber with PUF insulation. Interior is made of SS 304 and Exterior is either made of Mild steel powder coated or stainless steel

	304. Full length inner glass door to view stored samples and outer metal door with leak proof gasket, lock & key. PU wheels for easy movement. Stainless steel trays for sample loading. Forced air circulation to maintain uniformity with quick recovery $\pm 1^{\circ}\text{C}$ .
5	Control System- Complete operations driven through PLC with data storage capacity of upto 1000 readings & facility to send email alerts directly from the PLC
	Software to be provided which is FDA approved and with 21 CFR compliance
	Temperature controller with Ethernet communication. Printer interface facility and PC communication with static IP address.
	The temperature controller should be microprocessor based with digital LCD display mentioning date and time
	The temperature control resolution should be better than $0.5^{\circ}\text{C}$
6	Heating System- Long lasting Nichrome wired U-shaped SS tubular heaters with SS fins
7	Sensor- High quality Imported make Temperature sensor with 4-20 mA output
8	Cooling System- Imported make CFC free cooling system consists of hermitically sealed compressor coupled with evaporation coil and condenser. It is safe guarded by time delay circuit. Refrigerant 134A
9	Alarms- Audio-visual alarms for Temperature deviations (High & Low), Door Open, Component Circuit Error, Mains failure
	Alarm to have battery backup in any event of system/power failure
9	Safety- Safety devices for Temperature Overshoot & Temperature Undershoot, Delay Timer to safeguard the compressor, MCB to cut off over current supply, Surge arrester to filter electrical noise. Door system should lockable double doors for better safety. This unit should have full-length inner glass door and outside metal door with leak proof magnetic gasket and lock.
10	Electrical Supply- 230 Volts, 50 Hz mains supply
11	Temperature Range- $0^{\circ}\text{C}$ to $8^{\circ}\text{C}$ , factory preset at $5^{\circ}\text{C}$ with increments of $0.1^{\circ}\text{C}$
12	Temperature Accuracy- $\pm 0.2^{\circ}\text{C}$
13	Temperature Uniformity- $\pm 1^{\circ}\text{C}$

14	Safety System and Alarms- System should have digital displays for the set/run parameters System should have audible/ and visual warnings for temp. over shoot and undershoot, power failure and door open.
15	Compliance- Calibration for one set value and 24 hrs validation data for empty and loaded chambers
16	Chambers connected on TCP/IP (Ethernet) with the centralized work station and transferring data in database. This centralized work station provides the tool for viewing, trending and alarm management of chambers. It should have date and time/temp audit trails and complies to US FDA 21 CFR Part 11
17	Standards and Safety- Should comply to FDA approved product
	Should comply with WHO/UNICEF
	Should comply with international electromagnetic compliance standards like IEC OR EMC directives
	Electrical safety should conforms to IEC standards for electrical safety
18	Documentation- User/ Technical/ Maintenance manuals to be supplied in English
	Certificate of calibration and inspection from Manufacturer
	List of important spare parts and accessories for 2 years inventories
	The vendor should provide IQ, OQ, PQ at the time of installation as per WHO specifications. DQ to be provided for approval before the supply of material
19	Validation- 3 cycles each of 24 hours for both, empty & loaded conditions (incl. 3 Power Failure & 3 Door Failure Alarm)
20	Compressor- Minimum 5-7 years warranty, preferred make Ingersoll rand, Didzer, Bingshan, Carrier Aircon, Trane, Emerson with traceable document.
21	With UPS, PC and printer- Computer to be provided with operational software and UPS to avoid the damage to equipment due to voltage fluctuation.
	Warranty 2Yrs. & AMC 5Yrs.

ANNEXURE – VII  
SPECIFICATIONS OF CELL COUNTER

1	Cell Counting range - $\leq 7$ sec
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2	Cell concentration range – 1 x 10 <sup>4</sup> to 1 x 10 <sup>7</sup> cells/ml
3	Cell size range - 3 - 60 µm
4	Cell circularity range - 3 - 60%
5	Cell viability range - 0 – 100%
6	Image resolution - 5 mega pixel (5MP)
7	Image type – TIF
8	Software - Luna™ Software
9	Reporting - PDF format report
10	Dimensions (WXDXH) – 22 x 21 x 9 cm
11	Weight - 1.2 Kg
12	Operating power - 10-20 VAC, 1.5 A
13	Frequency - 50/60 Hz
14	Electrical input - 12 VDC, 3.5 A
15	Instrument type - Benchtop cell counter
16	Performance Verification (OQ/ & PQ) - At the time of installation (By Vendor)
17	Calibration - By Vendor
18	Essential accessories : Attached printer
19	Warranty 2Yrs. & AMC 5Yrs.

ANNEXURE – VIII  
SPECIFICATIONS OF MICROPLATE SHAKER

1	Voltage (VAC) - 100-240
2	Frequency - 50/60 Hz
3	Power – 20
4	Shaking movement – Orbital
5	Orbital diameter (mm) - 4.5
6	Maxm Shaking weight (with accessory/kg) - 0.5
7	Motor type - DC brushless motor
8	Motor rating input (W) – 18
9	Motor rating output (W) – 10
10	Speed range (rpm) - 0 -1500 (Single) & 0-1500 (Double)
11	Speed display – Scale
12	Dimensions (mm) - 260X150X80
13	Weight (kg) – 3
14	Permissible ambient temperature (°C) - 5 – 40
15	Permissible relative humidity - 80%
16	Protection class acc. To din EN60529 - IP21
17	Performance Verification(OQ/ & PQ) - At the time of installation (By Vendor)
18	Calibration - By Vendor Warranty 1Yrs. & CMC 5Yrs

**ANNEXURE – IX**  
**SPECIFICATIONS OF MINIFOLD TRANS BLOT SEMIDRY**

1	Dimensions- Approx. 29 × 29 × 4 cm
2	Transfer Area- Approx. 21 × 21 cm
3	Voltage Limit-100 VDC
4	Lid & Base Material- Acrylic
5	Anode Conductive Plate- Platinum-coated titanium
6	Cathode Conductive Plate- Polished stainless steel
7	Operating Temperature-4-40°C
8	Cables- Insulated copper conductors
9	Ready to use Starter consumables- At least for 5 runs
10	Dry Blot-4 blotting frames Ready to use Starter consumables-
11	Run Time- Approx. 30-60 min
12	Protein transfer- Allows protein transfer in a horizontal configuration without buffer tank or gel cassettes
13	Performance verification-100 VDC
14	Performance verification (OQ/ & or PQ)- At the time of installation (by vendor)
15	Calibration- by vendor
16	Power Supply- In built
17	Warranty 2Yrs. & CMC 5Yrs.

**ANNEXURE – X**  
**SPECIFICATIONS OF DOT- BLOT**

1	Dimensions- Approx. 13 x 15 x 6 cm
2	Transfer Area- Approx. 12 x 9 cm sheet
3	Voltage Limit- 300 Max
4	Material- Polysulfone & Polytetrafluoroethylene (PTFE)
5	Operating Temperature-4-40°C
6	Cables- Insulated copper conductors
7	Ready to use Starter consumables
8	Run Time- Approx. 30-60 min
9	Performance verification-100 VDC
10	(OQ/ & or PQ)-At the time of installation (By Vendor)
11	Calibration- by vendor
12	Power Supply- In built
13	Warranty 2Yrs. & CMC 5Yrs.



ANNEXURE - XI  
Specification for Gel Drier

1. Drying surface : Approx. 35x45 cm
2. Gel support : Porous polypropylene, 120 um average pore size.
3. Sealing gasket : Transport silicone rubber
4. Operating temperature : 50-90° C
5. Operating Time : 5 min to 10hr
6. Operating cycles : Programmable cycle for various gel types ( PAGE gel, Gradient).
7. LED display : Dryer temperature, time left drying cycle.
8. Regulatory certification
9. Company should provide on site validation (IQ/OQ) or any other qualification to  
meet the regulatory audits
10. Gel dryer should be accompany with Hydrotech Vacuum Pump having specification  
as : Hydrotech Vacuum pump Specifications
11. Flow Rate : 40-70 HZ, > 28 L/ min
12. Function modes : Continuous or timed operation
13. Fluid capacity : 4 L total or better
14. Operating conditions : Temperature : 4-35 C ; Humidity : 10-90 % relative humidity
15. The tank should have easy way to vacate the filled liquid from tank
16. Check valve prevents the circulating water from siphoning back into the gel dryer
17. Convenient swivel casters for complete mobility of the pump
18. Warranty 2Yrs. & CMC 5Yrs.

ANNEXURE – XII  
SPECIFICATIONS OF pH METER

S. No.	Parameter	Specification
1	pH Range	1-14
2	Relative accuracy	+/- 0.001 to 0.002 pH
3	Sensor	Combined pH electrode & temperature electrode
4	Calibration	Auto-calibration with buffer recognition and printout of calibration

		report
5	Resolution	0.001 pH
6	Potential range	0 to +/- 1999.9 mV
7	Relative accuracy	+/- 0.1 to 0.2 mV
8	Display	20 x 2 Line Back lighted LCD Display
9	Keyboard	Alphanumeric splash water-proof soft Keys
10	Dust cover	Yes
11	Report format	* Report of selected pH & mV readings * Calibration report * Data table & graph
12	Output	Printer with extra cartridge
13	Power requirement	220 - 240 V
14	Standard	CE/ UL approved Should meet IEC-60601-1-2:2001 (or equivalent) general requirements of safety for electromagnetic compatibility or should comply with 86/366/EEC; EMC directive
	Documents	IQ/OQ/PQ with all documents in original at NIB site Operating/ Instruction Manual (English) Certificate of inspection & calibration with traceability List of important spare parts & accessories with their part No. & costing Instructions for daily, weekly, monthly and quarterly maintenance checklist. Current users/ performance list to be provided.
15	Standards, safety, training	Installation: supplier of the instrument must provide free installation, commissioning and testing of the equipment at the NIB site Onsite comprehensive training for lab staff & support service till customer satisfaction with system 1 years standard warranty and post warranty 5 years CMC

ANNEXURE - XIII  
SPECIFICATION OF GENERAL PURPOSE INCUBATOR/STABILITY  
CHAMBER (250C-400C WITH RH)

Sl.No.	Specification
1.	Application- The unit is fully suitable to carry out stability studies for conditions in accordance with ICH Q1A guidance for accelerated and stress conditions such as 25°C/60% RH, 30°C/65% RH, 30°C/75% RH, 40°C/75% RH
2	Capacity- 200 - 350 lt.(Approximate).
3	External Dimension: (H x W x D) mm 1500 – 1800 (H) x 600-900(W) x 800-1100(D)mm.
4	Construction- Doubled walled chamber with PUF insulation. Interior is made of SS 304 and Exterior is either made of Mild steel powder coated or stainless steel 304. Full length inner glass door to view stored samples and outer metal door with leak proof gasket, lock & key. PU wheels for easy movement. Stainless steel 3-4 trays for sample loading. Forced air circulation to maintain uniformity with quick recovery $\pm 1^{\circ}\text{C}$ .
5	Control System- Complete operations driven through PLC with data storage capacity of upto 1000 readings & facility to send email alerts directly from the PLC. Software to be provided which is FDA approved and with 21 CFR compliance. Temperature controller with Ethernet communication. Printer interface facility and PC communication with static IP address. The temperature controller should be microprocessor based with digital LCD display mentioning date and time. The temperature control resolution should be better than $0.5^{\circ}\text{C}$ .
6	Heating System- Long lasting Nichrome wired U-shaped SS tubular heaters with SS fins.
7	Humidity System- Humidity is by steam injection. Humidity system consists of reservoir tank & humidifier tank, which is fitted with two nos. of humidifier heaters - one works as primary and other as standby. Upon detection of fault, system automatically switches over to the other heater & raises an alarm.
8	Sensor- High quality Imported make Temperature & Humidity combo sensor with 4-20 mA output.
9	Cooling System- Imported make CFC free cooling system consists of hermitically sealed compressor coupled with

	evaporation coil and condenser. It is safe guarded by time delay circuit. Refrigerant 134A.
10	Alarms- Audio-visual alarms for Temperature & Humidity deviations (High & Low), Door Open, Water supply failure, Component Circuit Error, Mains failure Alarm to have battery backup in any event of system/power failure.
11	Safety- Safety devices for Temperature & Humidity Overshoot & Temperature Undershoot, Float switches to detect low-water level & cut-off heater supply, Delay Timer to safeguard the compressor, MCB to cut off over current supply, Surge arrester to filter electrical noise. Door system should lockable double doors for better safety. This unit should have full-length inner glass door and outside metal door with leak proof magnetic gasket and lock.
12	Electrical Supply- 230 Volts, 50 Hz mains supply
13	Temperature Range- 0°C to 60°C with increments of 0.1°C
14	Temperature Accuracy- $\pm 0.2^{\circ}\text{C}$
15	Humidity Range- 40% RH to 95% RH
16	Humidity Accuracy- $\pm 2\%$ RH
17	Temperature Uniformity- $\pm 1^{\circ}\text{C}$
18	Humidity Uniformity- $\pm 3\%$ RH
19	Safety System and Alarms- System should have digital displays for the set/run parameters. System should have audible/ and visual warnings for temp. Over shoot and undershoot, power failure and door open.
20	Humidity and temperature Scanner – Temperature & Humidity scanner having atleast 04 temperature & 04 humidity probes to monitor various parts of the equipment
21	Compliance- Calibration for one set value and 24 hrs validation data for empty and loaded chambers Chambers connected on TCP/IP (Ethernet) with the centralized work station and transferring data in database. This centralized work station provides the tool for viewing, trending and alarm management of chambers. It should have date and time/temp audit trails and complies to US FDA 21 CFR Part 11
22	Standards and Safety- Should comply to FDA approved product Should comply with WHO/UNICEF Should comply with international electromagnetic compliance standards like IEC OR EMC directives Electrical safety should conforms to IEC standards for electrical safety

23	Documentation- User/ Technical/ Maintenance manuals to be supplied in English Certificate of calibration and inspection from Manufacturer. List of important spare parts and accessories for 2 years inventories. The vendor should provide IQ, OQ, PQ at the time of installation as per WHO specifications. DQ to be provided for approval before the supply of material.
24	Validation- 3 cycles each of 24 hours for both, empty & loaded conditions (incl. 3 Power Failure & 3 Door Failure Alarm)
25	Compressor- Minimum 5-7 years warranty, preferred make Ingersoll rand, Didzer, Bingshan, Carrier Aircon, Trane, Emerson with traceable document.
26	Stand by Cooling System with auto switch over- A fully functional cooling system can be provided as standby which should come in operation automatically on detecting fault with regular system.
27	With UPS, PC and printer- Computer to be provided with operational software and UPS to avoid the damage to equipment due to voltage fluctuations.
28	Warranty 2Yrs. & AMC 5Yrs

ANNEXURE - XIV  
SPECIFICATION FOR DIGITAL MINI WATER BATH

S.No.	Parameter	Technical Specifications
1.	Electrical	220V, 50/60 Hz
2.	Temperature range	Ambient to 1000C, $\pm 0.20C$
3.	Display resolution	$\pm 0.10C$ at 370 C
4.	Stability	$\pm 0.20C$ at 370 C
5.	Display	Digital
6.	Top Cover	See through
7.	Water Capacity	At least five liter's
8.	Internal Body	Stainless steel
9.	Accessories	Internal storage stainless steel racks to hold 0.5, 1.0, 1.5 mL plastic tubes, 16mm & 19 mm test tubes
10.	Certification	CE, ISI etc.
11.	Dimensions(WxLxH)	280X300X280 approximate
12.	Temperature monitoring	Integrated chart recorder for real time monitoring of temperature
13.	Shaker	linear motion shaker for low as well as high speed from 40-200 strokes /

		min. Microcontroller based design to control & indicate shaking speed, temp and time.
14	Warranty	Warranty 1Yrs. & AMC 5Yrs

### OTHER CRITICAL REQUIREMENTS

S.No.	Area of Activity	Requirement
1.	IQ, OQ, PQ	Complete IQ, PQ & OQ report to be submitted by competent authority from vendor
2.	Maintenance Support	Annual maintenance contract by vendor Model to be supported by vendor for a minimum period of 5 years & Warranty (Minimum of 2 years)
3.	Training	On-site training to the laboratory staff
4.	Spares	Spares to be made available for a minimum period of 5 years

### ANNEXURE – XV SPECIFICATION OF FURNACE

S.No.	Specifications	Range
1	Working temperature range (°C)	20 to 99.9°C
2	Temperature stability (°C)	±0.2
3	Setting / display resolution	0.1 °C
4	Temperature Display	LED
5	Temperature control	PID1/ Microprocessor/ Stable ON/OFF control
6	Heating capacity	kW 2
7	Bath opening / bath depth (W x L / D)	40-30cm X 20-15cm X 20- 15cm
8	Filling volume	5-8 liters
9	Ambient temperature	5 to 40 °C
10	Dimensions W x L x H	<45cm X <30cmX <25cm
11	Handles for easy relocation	
12	Compatible and sturdy bath cover	
13	Drain screw for convenient draining of bath liquid	
14	Removable bottom plate: for easy cleaning of the bath	
15	Optical and audible Alarm message	
16	Seamless, splash-proof keypad: for protection from the spillage of liquid	
17	CE certified	
18	Warranty & AMC: 1 year and 5 years	

ANNEXURE-XVI  
Specifications for Water Bath

Internal Dimensions of the furnace (Depth x Width x Height)	8-9 inches x 8-9 inches x 10-12 inches
Temperature Range	Ambient $\pm$ 5 - 900°C
Accuracy	$\pm$ 1 °C
Heating Element	Silicon Carbide (SiC) or Kanthal A1 coil
Temperature Accuracy	$\pm$ 3°C or better
Temperature Control	Digital Indicator with microprocessor based PID controller with safety Alarm
Digital Timer	Upto 99.59 hrs
Furnace Insulation	Double walled with Ceramic wool
Door	Double walled insulated door mounted on heavy hinges with effective locking arrangements
Temperature settings & Display	Digital and double display
Power source	220/230 Volts AC
Out body and inner body	Stainless Steel
Warranty & AMC	1 year and 5 years
Accessories required	a. Stainless Steel Tongs (15-20 Inch)- 02 Nos b. Furnace gloves-02 Pairs

ANNEXURE - XVII  
SPECIFICATIONS OF Sterile Garment Storage Cubicle

## Specification:

Overall dimensions	: 5ft x 2.5ft x 7ft (L x W x H)
Construction	: Stainless Steel 304 Grade with matt finish
Air Cleanliness	: ISO Class 5/Class 100
Air Velocity	: 0.45 ± 0.05 mps (90 ± 20 FPM)
Direction of Flow	: Vertical
Filters	: HEPA Filters with efficiency 99.997 down to 0.3 micron
Differential pressure gauges	: Inclined Manometer, (0 - 25 mm WG)
UV Lamp	: 30-40 watt (Interlocked with Doors)
IR Lamp	: Infrared Bulb to maintain ambient Temperature
Illumination	: 20-40 watt, Fluorescent tube
Blower	: Blower with Impeller
Storage Capacity	: 10-15 pairs of coverall with separate shelf for storage of gloves, masks, caps.
Noise Level	: 65 decibel ± 5
Power Supply	: 220-230V AC
Doors	: Glass Doors.

## Features:

The HEPA-filtered vertical airflow, which is discharged to the storage area, creates an ultra-clean work environment at inside to minimize the cross contamination.

The garments storage cabinets is consist of UV Lamp for Sterilization, IR Lamp to maintain the temperature.

Statically & dynamically balanced blower assembly with volume control damper that is used for air circulation within the cabinet.

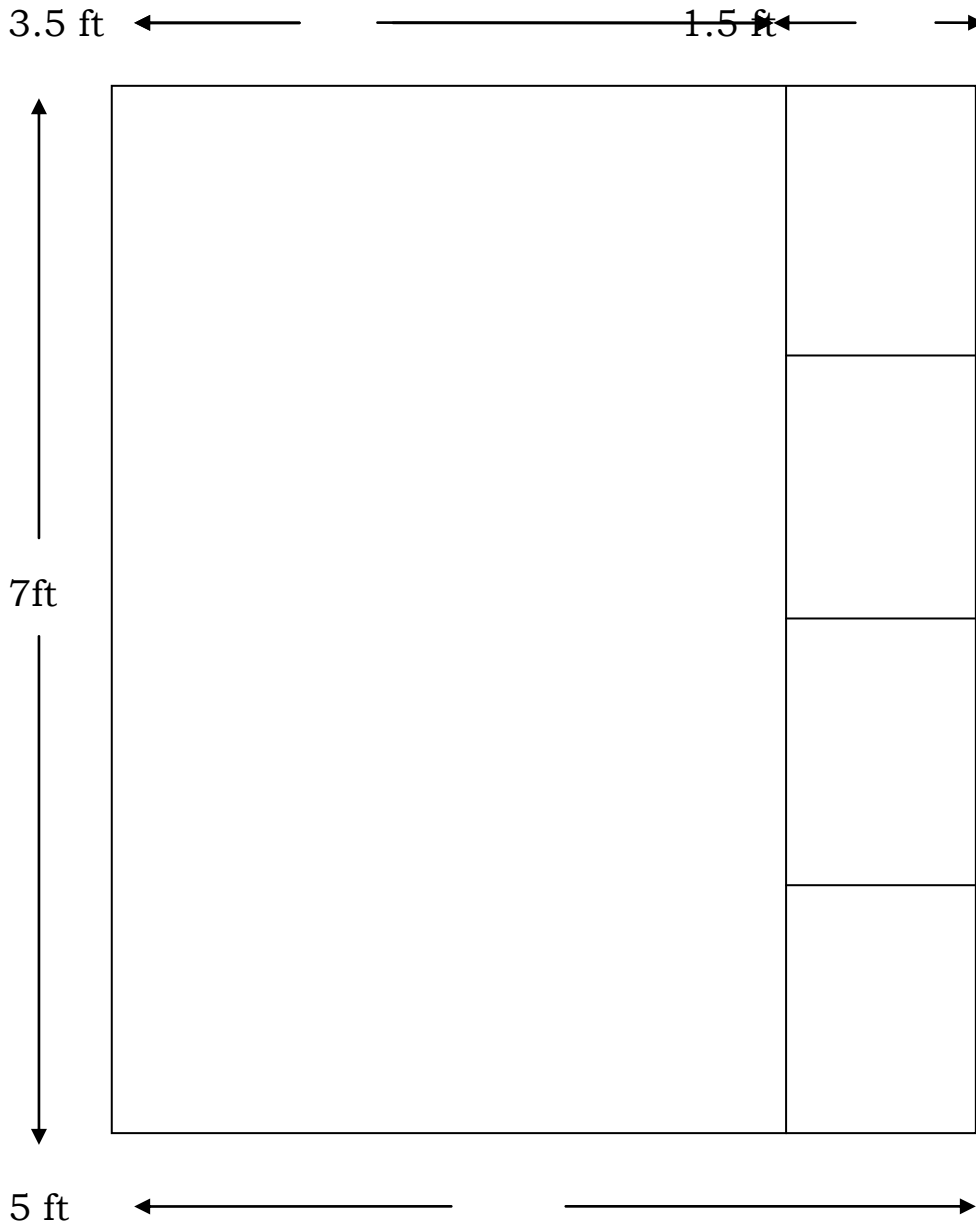
Swing type glass doors and storage height divided into two side . One side is divided into three-four numbers SS perforated horizontal partition for keeping folded garments & other full height space will be provided for hanging full length used garments through GI/SS hanger.

The front view of internal dimensions attached.

**Warranty 1Yrs.**



Sterile Garment Storage Cubicle Internal Dimensions  
(Front view)



## ANNEXURE - A

	FULLY ADJUSTABLE ACRYLIC RABBIT RESTRAINER
Size	Overall dimension should be 380 mm X 175 mm X 230 mm.
Body	<p>For holding rabbit of 1.5 kg to 5 kg weight The transparent acrylic restrainer should be highly polished edges to prevent chaffing especially at the neck. The floor of restrainer should be rough to avoid skidding The back plate of restrainer should have two separate adjustable pieces, a cylindrical / curved back plate and a rear plate, providing a perfect fit with no gaps. The cylindrical plate will be used for height adjustment and second plate for length adjustment. The neck plate must be bisected horizontally. There should be provision of neck adjustment by sliding the front top plate and fixing it in the comfortable position neck slot. The neck opening adjusts from 4.5 cm to 8 cm diameter. The back height should be adjustable from a minimum of 11.4 cm to a maximum of 17.8 cm and is secured by tightening 4 knobs. The rear plate should have an extra position plate that can slide up to match the height of the back plate for securely restraining the animal. There should be provision of access hole in rear plate used for Pyrogen test.</p>
Note	<p>Sample should be sent for approval</p> <p>Warranty 1 Yr.</p>

## ANNEXURE - B

	<b>POLYCARBONATE MICE CAGE</b>
Size	Cage top) approx 290 mm X 220 mm X 140 mm
Body	Polycarbonate Alloy Unbreakable, Autoclavable Temp 121°C, Thickness: 4 mm Weight: 850 gms approx
304 Quality Stainless Steel Top Grill	Mesh Size: 25 mm X 5 mm X 14 swg welded on a frame of 4 mm Stainless steel rod. Provision for fixing water bottle. Provision for keeping feed pellets in V shaped hopper. Collapsible partition between feed hopper and water bottle for easy stacking. Two hooks to fix the top grill on the body of the cage. Provision for hanging cage card.
Polycarbonate wide mouth Water Bottle	Capacity: 300 ml Unbreakable Autoclavable at 121° C Good quality silicon cork with a hole in the centre for nozzle. Nozzle made of stainless steel pipes with internal diameter of 3-4 mm.
Note	Stainless steel should be of 304 quality in every component. There should be no sharp edges, protrusions anywhere in the Cage. All the corners as well as welding should be rounded of nicely. One extra bottle to be provided with each cage. Sample should be sent for approval.  Warranty 1 Yr.

## ANNEXURE – C

	RACK FOR HOLDING MICE CAGES
Rack size (approx)	Each hanging type rack should hold 36 cages of Size (cage top) approx 290 mm X 220 mm X 140 mm (6 cages per shelf). Length: 61 inches Breadth: 13 inches Height: 61 inches including 8 inches space at bottom along with provision for SS castor wheel (4 inches diameter) and brakes. Joints to hold wheels should be of stainless steel. Wheels should have locking arrangement.
Frame	Made of Stainless steel pipes 2.5 cm x 2.5 cm of 304 quality and 16 G thick sheet. The L shaped angles on which cages will be kept should be at least 2 cm (base) x 3 cm (height) made of 16G S.S.
Rack Shelves	Should consist of 6 shelves. Each shelf should accommodate 6 cages. Rack should have a inter shelf gap of 22 cm in between 2 shelves.
Note	Stainless steel should be of 304 quality in every component There should be no sharp edges, protrusions anywhere in the rack. All the corners as well as welding should be rounded off nicely. Sample should be sent for approval  Warranty 1 Yr

## ANNEXURE – D

	POLYCARBONATE RAT CAGE
Size	Cage top) approx 410 mm X 290 mm X 360 mm

Body	Polycarbonate Alloy Unbreakable, Autoclavable Temp 121°C, Thickness: 4 mm Weight: 1200 gms approx
304 Quality Stainless Steel Top Grill	Mesh Size: 55 mm X 6 mm X 14 swg welded on a frame of 4 mm Stainless steel rod. Provision for fixing water bottle. Provision for keeping feed pellets in V shaped hopper. Collapsible partition between feed hopper and water bottle for easy stacking. Two hooks to fix the top grill on the body of the cage. Provision for hanging cage card.
Polycarbonate wide mouth Water Bottle	Capacity: 300 ml Unbreakable Autoclavable at 121° C Good quality silicon cork with a hole in the centre for nozzle. Nozzle made of stainless steel pipes with internal diameter of 3-4 mm.
Note	Stainless steel should be of 304 quality in every component There should be no sharp edges, protrusions anywhere in the Cage. All the corners as well as welding should be rounded off nicely. One extra bottle to be provided with each cage Sample should be sent for approval  Warranty 1 Yr.

## ANNEXURE – E

	RACK FOR HOLDING RAT CAGES
Rack size (approx)	Each hanging type rack should hold 25 cages of size approx 410 mm x 290 mm at top and 360 mm X 240 mm at bottom level and 180 mm high (5 cages per shelf )

	<p>Length: 65 inches          Breadth: 18 inches          Height: 60 inches including 8 inches space at bottom along with provision for SS castor wheel (4 inches diameter) and brakes          Joints to hold wheels should be of stainless steel          Wheels should have locking arrangement</p>
Frame	<p>Made of Stainless steel pipes 2.5 cm x 2.5 cm of 304 quality and 16 G thick sheet          The L shaped angles on which cages will be kept should be at least 2 cm (base) x 3 cm (height) made of 16G S.S.</p>
Rack Shelves	<p>Should consist of 5 shelves.          Each tier should accommodate 5 cages          Rack should have a inter shelf gap of 26 cm in between 2 tiers</p>
Note	<p>Stainless steel should be of 304 quality in every component          There should be no sharp edges, protrusions anywhere in the rack. All the corners as well as welding should be rounded of nicely.          One extra bottle to be provided with each cage          Sample should be sent for approval           Warranty 1 Yr.</p>

## ANNEXURE – F

	STAINLESS STEEL RABBIT CAGE
Size of cage (approx)	450 mm (front) x 600 mm (side) x 460 mm (height)
Frame	<p>Top &amp; leg : 30 mm x30 mm x18 swg S.S sheet          Bottom 30 mm x150 mm x 18 swg S.S sheet          Mesh: 50 mm x 20 mm x 10 swg on all sides &amp; top          Handles on each side for lifting of cage</p>
Gate	Size (approx) 430 mm x 390 mm opening in front with hinge system

	<p>Provision for hanging water bottle</p> <p>Provision for hanging SS Round container of 8cm diameter.</p> <p>Provision for card holder 75 x 100 mm</p> <p>Provision for fixing feed hopper</p> <p>Suitable locking device</p>
Bottom floor mesh	Mesh 12 mm x12 mm x 10 swg welded on a frame of 5 mm SS rod
Excreta tray	18 swg S.S sheet 3 cm deep with rounded edges and corner
Food hopper	J shaped feed hopper made of Stainless steel 18 G size 10 cm x 6.5 cm x 16 cm. The open tray of this hopper inside the pan should be 7 cm x 9 cm and 3 cm deep
Round container	8 cm diameter, 5 cm deep
Polypropylene water bottle	<p>Wide mouth of Capacity: 1000 ml</p> <p>Unbreakable</p> <p>Autoclavable temperature 121°C</p> <p>Good quality rubber cork with a hole in the centre for nozzle</p> <p>Bent nozzle made of stainless steel pipes with internal diameter of 3-4 mm</p>
Note	<p>Stainless steel should be of 304 quality in every component</p> <p>There should be no sharp edges, protrusions anywhere in the Cage.</p> <p>All the corners as well as welding should be rounded of nicely.</p> <p>Sample should be sent for approval.</p> <p>One extra J shaped food hopper, Round container, PP water bottle, floor mesh and excreta tray to be provided with each cage.</p> <p>Warranty 1 Yr.</p>

## ANNEXURE – G

	RACK TO HOLD RABBIT CAGES
Dimensions (approx.)	Each rack should hold 9 rabbit cages of size approx 450 mm x 600 mm x 460 mm (3 per shelf) Length: 60 inches Breadth: 24 inches Height: 52 inches including 8 inches space at bottom along with provision for Stainless steel castor wheel (4 inches diameter) and brakes Joints to hold wheels should be of stainless steel Wheels should have locking arrangement
Frame	Made of Stainless steel pipes 2.5 cm x 2.5 cm of 304 quality and 16 G thick sheet. The L shaped angles on which cages will be kept should be at least 5 cm (base) x 3 cm (height) made of 16G S.S.
Rack shelves	Should consist of 3 shelves with a central support made of 2.5 cm x 16 swg square or round pipes Each shelf should accommodate 3 cages Rack should have a inter shelf gap of 20 inches in between shelves
Note	Stainless steel should be of 304 quality in every component There should be no sharp edges, protrusions anywhere in the rack. All the corners as well as welding should be rounded of nicely. Sample should be sent for approval  Warranty 1 Yr.

## ANNEXURE – H

	GUINEA PIG POLYPROPYLENE CAGE
Cage size (approx)	62 cm x 50 cm at top 55cm x 40cm at bottom Height: 22.5 cm
Cage Body	Made of single piece molded from steam sterilizable polypropylene.



	Able to withstand temp 121oC and 15 psi pressure.
Cage top grill elevated	Mesh size: 55 mm x10 mm x 16 swg welded on frame of 5 mm SS rod. Two J shaped feed hoppers made of Stainless steel 18 G size 10 cm x 6.5 cm x 17 cm. The open tray of hopper inside the pan should be 7cm x 9 cm and 3 cm deep. Should have provision for cage card attachment. Should have provision of one water bottle.
Water Bottle	Wide mouth Polypropylene bottles of 1000 ml capacity along with good quality rubber cork with a hole in the centre for nozzle. Nozzle should be made of stainless steel pipes having internal diameter of 3-4 mm.
Note	Stainless steel should be of 304 quality in every component. There should be no sharp edges, protrusions any where in the cage. All the corners as well as welding should be rounded of nicely. Two extra J shaped feed hopper to be provided with each cage. One extra water bottle to be provided with each cage (i.e. total 2 bottles/cage). Sample should be sent for approval.  Warranty 1 Yr.

## ANNEXURE – I

<b>RACK FOR HOLDING GUINEA PIG POLYPROPYLENE CAGES</b>	
Rack size (approx)	Each holding type rack should hold 9 cages of size 55cm x 40cm at bottom Length: 60 inches Breadth: 24 inches Height: 52 inches including 8 inches space at bottom along with provision for Stainless steel castor wheel (4 inches diameter) and brakes Joints to hold wheels should be of stainless steel Wheels should have locking arrangement

Frame	Made of Stainless steel pipes 2.5 cm x 2.5 cm of 304 quality and 16 G thick sheet The L shaped angles on which cages will be kept should be at least 5 cm (base) x 3 cm (height) made of 16G S.S.
Rack tier	Should consist of 3 shelves with a central support made of 2.5 cm x 16 swg square or round pipes Each shelf should accommodate 3 cages Rack should have a inter shelf gap of 20 inches in between shelves
Note	Stainless steel should be of 304 quality in every component There should be no sharp edges, protrusions anywhere in the rack. All the corners as well as welding should be rounded of nicely. Sample should be sent for approval  Warranty 1 Yr.

## ANNEXURE – J

	STAINLESS STEEL TROLLEY FOR TRANSPORTATION OF CAGES
	<p>Heavy duty trolley with all welded stainless steel construction (304 grade SS) having weight carrying capacity of around 350 kgs.</p> <p>Dimensions of the trolley should be approx 1200 mm X 685 mm X 975 mm (L X W X H)</p> <p>The SS platform bed should have dimensions approx 1200 mm X 685 mm X 50 mm (L X W X H) should be made up of 14 gz sheet with supports underneath for extra strength.</p> <p>Handle bars made up of SS pipe (14 gz) on both ends of trolley for convenience. They should be welded firmly to the trolley bed.</p> <p>The trolley should move effortlessly and should have easy manoeuvrability on 4 swivel stainless steel castors (5 inch diameter). 2 castors should have breaks. Joints to hold wheels should be of stainless steel</p> <p>There should be guarantee against rusting or any</p>

	breakage for at least one year.
	Warranty 1 Yr.

ANNEXURE II  
Water Purification System

1	The system comprise of a single water purification unit containing reverse osmosis electro deionization, ion exchange and activated carbon technologies and polishing device
2	The water purification system will we integrated to one compact unit for delivery of two different quality grade water pure and ultra pure water directly from tap water.
3	The water system will be incorporate a built in quick reference guide for immediate understanding of the man operations
4	The water system will be include an EDI (Electro De Ionization) module that does not require softening pre treatment
5	The water purification system and water delivery functions of the water purification system will be separated.
6	The system will also incorporate a volumetric dispensing function capable of automatically dispensing of ultra pure water
7	The water system delivery unit will incorporate, a fully comprehensive, graphic color LCD display to provide information <ol style="list-style-type: none"> <li>1. System status and performance parameters</li> <li>2. Routine maintenance needs</li> <li>3. Alarms for trouble shootings in the event of system malfunction, Graphic icons and operating control values must also be available as standard.</li> </ol>
8	Company should provide onsite validation(IQ/OQ/PQ) and builder document for records and audit trails
9	Can be upgraded to requirement of waters quality at ppm and ppb
10	Comply with global regulatory requirements of US FDA & EU the resistivity meter shall be able to display the non temperature – compensated resistivity.
11	The water system will have a built in delivery pump for optimum ultra pure water delivery.
12	To prevent deterioration of of water quality during periods of non-use the ultra pure water system will be able to re circulate water to maintain high water quality.
13	Equipped with 3types of deliveries (POD) for water quality(i.e. foer HPLC work, micro biology work and molecular biology work). The PODs can be efficiently used up to a meter distance
14	integrated to one compact unit for delivery of two different quality grade water.

15	There will be constant communication between the ultra pure water system and the feed tank to ensure that there is always a constant supply of water to the polishing portion of the system
16	Conductivity meter should be present before and after reverse osmosis membrane in order to understand RO efficiency
17	Ultra pure water system built in resistivity and TOC monitors will be calibrated according to international norms and standards. OC monitors range should have 1-999 ppb, capable to dispense the required volumes and can maintain
18	To prevent the bacteria development in the storage tank the system will combine a UV lamp sanitizing water t the inlet of the tank and UV lamp inside the tank for prevention of bio film development. the ultra pure water system will have a two years life time built in UV lamp with emission at 185 and 254 nm wavelength.
<b>FEED WATER SPECIFICATIONS</b>	
Water Quality: Potable Tap water	
SDI:<12	
Free Chlorine: up to 3 ppm	
Conductivity: up to 2000uS/cm	
Product Water Specification	
Pure (TypeII) Water	
Pure water resistivity- >5MΩ*cm at 25°C	
TOC- <30 ppb	
Pure (TypeII) Water rate- 3L/Hrs	
Ultra Pure (TypeII) Water	
Ultra Pure (TypeI) Water flow rate 2L/min	
Ultra Pure water resistivity- 18.2MΩ*cm at 25°C	
Micro organisms= <0.1 cfu/mL	
Particulates < 0.22 μm- 1 /mL	
Pyrogen Levels- <0.001 EU/mL	
TOC(ppb)- >5ppb	
RNase Level- <0.1 ng/mL	
DNase level= <4 pg/μL	
Warranty 2 Yr. AMC 5Yrs	

## **GENERAL POINTS OF TECHNICAL SPECIFICATIONS**

### 1. Warranty:

a) Two year/ one year (as specified in the Technical specification) Comprehensive Warranty as per Conditions of Contract of the TE document for complete equipment from the date of satisfactory installation, commissioning, trial run & handing over of equipment to Consignee.

b) 98% up time Warranty of complete equipment with extension of Warranty period by double the downtime period on 24 (hrs) X 7 (days) X 365 (days) basis.

c) All software updates should be provided free of cost during Warranty period.

## 2. After Sales Service:

After sales service centre should be available at the city of Consignee on 24 (hrs) X 7 (days) X 365 (days) basis. Complaints should be attended properly, maximum within 24 hrs. The service should be provided by Tenderer/Indian Agent. Undertaking by the Principals that the spares for the equipment shall be available for at least 10 years from the date of supply

## 3. Training:

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

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

a) The cost of Annual 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 to be quoted for next 5/ 3 years on yearly basis (as specified in the Technical specification) for complete equipment (including X ray tubes, HT Cable, Probes, Electrodes, Detectors, Batteries for UPS, other vacuumatic parts wherever applicable) and Turnkey (if any). The supplier shall visit each consignee site as recommended in the manufacturer's technical/ service /operational manual, but at least once in six months during the CMC period

b) The cost of CMC to be quoted along with taxes applicable on the date of Tender Opening. The taxes to be paid extra, to be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later.

c) Cost of CMC will be added for Ranking/Evaluation purpose.

d) The payment of CMC will be made on six monthly basis after satisfactory completion of said period, duly certified by end user on receipt of bank guarantee for 2.5 % of the cost of the equipment as per Section XV valid till 2 months after expiry of entire CMC period.

e) There will be 98% uptime warranty during CMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CMC period by double the downtime period.

- f) During CMC period, the supplier is required to visit at each consignee's site at least once in 6 months commencing from the date of the successful completion of warranty period for preventive maintenance of the goods.
- g) All software updates should be provided free of cost during CMC.
- h) Failure of the above [4. e) to 4. g)] by the supplier, may lead to the forfeiture of the Bank Guarantee for Annual CMC.
- i) The payment of CMC will be made as stipulated in GCC Clause 21

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

Signature and seal of the Tenderer

## Section – IX Qualification Criteria

01. The Tenderer must be a Manufacturer or its authorized Agent.
02. (a) The Manufacturer should have supplied and installed in last **Five** years from the date of Tender Opening, atleast 100% of the quoted quantity of the similar equipment meeting major specification parameters which is functioning satisfactorily. The foreign Manufacturer satisfying the above criteria should also have supplied and installed in last **Five** years from the date of Tender Opening, at least 50% of quoted quantity of similar model which is functioning satisfactorily any where outside the country of manufacture.
02. (b) The Tenderers quoting as authorized representative of the manufacturer meeting the above criteria 02 (a) should have supplied and installed in last **Five** years from the date of Tender Opening, atleast 50% of the quoted quantity of similar equipments which is functioning satisfactorily, any where in India of the same manufacturer.

**Note:**

1. In support of 2 (a) & 2 (b), the Tenderer shall furnish Performance statement in the enclosed Proforma 'A'.  
The manufacturer as well as the Tenderer/ Indian Agent shall furnish Satisfactory **Performance cum installation Certificate** in respect of above, duly translated in English and duly notarized in the country of origin, alongwith the tender.
2. The Tenderer shall furnish a brief write-up, packed with adequate data explaining and establishing his available capacity/capability (both technical and financial) to perform the Contract (if awarded) within the stipulated time period, after meeting all its current/present commitments. The Tenderer shall also furnish details of Equipment and Quality Control in the enclosed Section VIII.
3. Notwithstanding anything stated above, the Purchaser reserves the right to assess the Tenderer's capability and capacity to perform the contract satisfactorily before deciding on award of Contract, should circumstances warrant such an assessment in the overall interest of the Purchaser.
4. The Purchaser reserves the right to ask for a free demonstration of the quoted equipment at a pre determined place acceptable to the purchaser for technical acceptability as per the tender specifications, before the opening of the Price Tender.

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

(For the period of last five years)

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 of ordered goods and services	Quantity of ordered goods	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	9

**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 duly notarised certification authenticating the correctness of the information furnished. If at any time, information furnished is proved to be false or incorrect, the earnest money and or performance security furnished will be forfeited. Such certificates from a third party or middleman other than actual end user will not be accepted. The satisfactory performance implies working satisfactorily without any complaint since the date of installation, commissioning & handing over to the end user as per the standard format enclosed.



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**Section – X**  
**TENDER FORM**

Date\_\_\_\_\_

To

**SVP (GB)**

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

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

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

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

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

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

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

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

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

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**(Signature with date)**

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

**SECTION – XI PRICE SCHEDULE**

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

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

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

In words: \_\_\_\_\_

**Note: -**

1. If there is a discrepancy between the unit price and total price THE UNIT PRICE shall prevail.
2. The charges for Annual CMC after warranty shall be quoted separately as per Section-XI – Price Schedule C

Name \_\_\_\_\_

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

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

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

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

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

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

1	2	3	4	5									
				Price per unit (Currency)									
				Gross FOB price at sea/air port of Lading (inclusive of Agency Commission)	Amount and percentage of Agency Commission **	Net FOB (excluding Agency Commission) (a-b)	Insurance & Freight	Net CIP by Air/Sea at the port of entry (c+d)	Custom Duty amount as % of Net CIP (amount with CDEC as applicable) **	Custom Clearance & Handling Charges **	Loading/unloading, inland transportation, insurance as per Clause 11 of GCC & incidental cost till consignee's site **	Installation commissioning, supervision. Demonstration & training at the consignee's site **	Unit price on DDP basis at consignee's site
(A) In foreign currency (e)	(B) In Indian Rupees (b+f+g+h+i)												
Item Sl. No.	Brief Description of Goods (with make & model)	Country of Origin	Quantity (Nos.)	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j) = (A) + (B)

\*\* to be quoted in Indian Currency

Total price at Consignee's site

(A) In foreign currency : column (4 x e) \_\_\_\_\_ (In figures and words) plus  
 \*\* (B) In Indian Rupees : column 4 x (b+f+g+h+i) Rs \_\_\_\_\_ (In figures and words)

**Note: -**

1. The Tenderer will be fully responsible for the safe arrival of the goods at the consignee site in good condition as per terms of contract.
2. The bidders break up of prices under various columns are for comparison of prices up to delivery of goods at consignee's site for tender evaluation.
3. The quoted price should be supported with original proforma invoice from the foreign manufacturers. The proforma invoice should indicate the percentage of agency commission included in the FOB prices. Indian Agent to be paid in Indian Currency.
4. All the components of the DDP price will be paid by the tenderer. The purchaser will make the payment of DDP price after receipt of goods at consignee's site in good condition as per payment terms in the contract.
5. The prices quoted in foreign currency in column (e) shall be converted in Rupees at the rate of exchange applicable on the date of price tender opening . The Custom duty at a uniform rate of 13.76% (with CDEC) or 27% (without CDEC) on net CIP value in rupees will be added to CIP price for evaluation and equitable comparison of tenders on DDP basis.

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

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

Name \_\_\_\_\_

Business address \_\_\_\_\_

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

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

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

COMPREHENSIVE MAINTENANCE CONTRACT TO BE QUOTED IN THE SAME FORMAT

1	2	3	4					5
Schedule No.	Brief Description of the 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+5)]
			1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>	5 <sup>th</sup>	
			a	b	c	d	e	

\* After completion of Warranty period

**NOTE:-**

- The cost of Comprehensive Maintenance Contract (CMC) which includes preventive maintenance including testing & calibration as per technical/ service /operational manual, labour and spares, after satisfactory completion of Warranty period may be quoted for next 5 years on yearly basis for complete equipment and Turnkey (if any). The quotation may also be given separately for AMC (Without spares but with labour charges included).
- 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.
- Cost of CMC will be added for Ranking/Evaluation purpose.
- The payment of CMC will be made as per clause GCC clause 21.1 (C).
- All software updates should be provided free of cost during CMC period.
- The supplier shall keep sufficient stock of spares required during Annual Comprehensive Maintenance Contract period. In case the spares are required to be imported, it would be the responsibility of the supplier to import and get them custom cleared and pay all necessary duties.

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

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

**E) PRICE SCHEDULE FOR TURNKEY**

<b>Item Sl. No.</b>	<b>BRIEF TURNKEY DESCRIPTION OF GOODS</b>	<b>Turnkey price</b>

**Note: -**

1. The cost of Turnkey as per Technical Specification (Section VII) may be quoted on lump sum along with taxes applicable on the date of Tender Opening. The taxes to be paid extra, to be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later.
2. Cost of Turnkey will be added for Ranking/Evaluation purpose.
3. The payment of Turnkey will be made as per clause GCC clause 21.1 (c).
4. The stipulations in Technical Specification will supersede above provisions

Name\_\_\_\_\_

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

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

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

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

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

**SECTION – XII  
QUESTIONNAIRE**

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

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

**SECTION – XIII**  
**BANK GUARANTEE FORM FOR EMD**

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

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

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

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

\_\_\_\_\_  
(Signature of the authorised officer of the Bank)

\_\_\_\_\_  
Name and designation of the officer

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



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

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To

**SVP (GB)**

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

Dear Sirs,

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

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

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

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

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

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

Yours faithfully,

---

[Signature with date, name and designation]

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

[Name & address of the manufacturers]

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

*2. Original letter may be sent.*

**SECTION – XV**

**A) BANK GUARANTEE FORM FOR PERFORMANCE SECURITY**

**To  
SVP (GB)  
HLL Lifecare Ltd.,  
B-14A, Sector 62, Noida-201 307**

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

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

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

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

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

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

This guarantee shall be valid up to 30 (thirty) months from the date of Notification of Award i.e up to ----- (indicate date)

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

.....  
Name and designation of the officer

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

**b) BANK GUARANTEE FORM FOR CMC SECURITY**

To  
**Head of Hospital/Institute/Medical College**

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

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

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

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

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

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

This guarantee shall be valid up to 30 (thirty) months from the date of Notification of Award i.e up to - ----- (indicate date)

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

.....  
Name and designation of the officer

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

**SECTION – XVI  
CONTRACT FORM - A**

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

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

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

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

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

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

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

5. Some terms, conditions, stipulations etc. out of the above-referred documents are reproduced below for ready reference:
  - (i) Brief particulars of the goods and services which shall be supplied/ provided by the supplier are as under:

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

4. Warranty clause

5. Payment terms

6. 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 MAINTENANCE CONTRACT (as applicable)**

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

Between

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

And

(Name & Address of the Supplier)

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

In continuation to the above referred contract

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

1	2	3	4					5
Item 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) \_\_\_\_\_

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

cost of the equipment as per contract] shall be furnished in the prescribed format given in Section XV of the TE document, along with the signed copy of Annual CMC within a period of 21 (twenty one) days of issue of Annual CMC failing which the proceeds of Performance Security shall be payable to the Purchaser/Consignee.

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

\_\_\_\_\_  
**(Signature, name and address  
of Hospital/Institute/Medical College's authorised official)  
For and on behalf of**\_\_\_\_\_

Received and accepted this contract

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

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

(Name and address of the supplier)

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

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

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

**SECTION – XVII**

**CONSIGNEE RECEIPT CERTIFICATE**  
**(To be given by consignee’s authorized representative)**

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

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



**SECTION – XVIII**  
**Proforma of Final Acceptance Certificate by the Consignee**

No \_\_\_\_\_

Date \_\_\_\_\_

**To**

M/s \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Subject: Certificate of commissioning of equipment/plant.

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

(a) Contract No \_\_\_\_\_ dated \_\_\_\_\_

(b) Description of the equipment(s)/plants: \_\_\_\_\_

(c) Equipment(s)/ plant(s) nos.: \_\_\_\_\_

(d) Quantity: \_\_\_\_\_

(e) **Bill of Loading/Air Way Bill/Railway**

Receipt/ Goods Consignment Note no \_\_\_\_\_ dated \_\_\_\_\_

(f) **Name of the vessel/Transporter:** \_\_\_\_\_

(g) **Name of the Consignee:** \_\_\_\_\_

(h) **Date of commissioning and proving test:** \_\_\_\_\_

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

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

The proving test has been done to our entire satisfaction and operators have been trained to operate the equipment(s)/plant(s).

The supplier has fulfilled its contractual obligations satisfactorily ## or

The supplier has failed to fulfil its contractual obligations with regard to the following:

He has not adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to 'Technical Specifications'.

He has not supervised the commissioning of the equipment(s)/plant(s) in time, i.e. within the period specified in the contract from date of intimation by the Purchaser/Consignee in respect of the installation of the equipment(s)/plant(s).

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

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

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

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

Signature

Name

Designation with stamp

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

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

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

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

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

## SECTION – XIX

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

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

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

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

2. SHIPMENT FORM PORTS OF U.K. INCLUDING NORTHERN

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

3. ISHIPMENT FROM ADRIATIC PORTS OF EASTERN ITALY AND YUGOSLAVIA

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

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

For the purpose of ascertaining the availability of suitable Indian vessels and granting dispensation in the event of their non-availability, the Seller should give adequate notice about the readiness of each consignment from time to time at least six weeks in advance of the required position to M/s Schenker & Co. 2000 HAMBURG (Cable: SCHENKER CO., HAMBURG) and also endorse a copy thereof to the Shipping Co-ordination Officer, Ministry of Surface Transport, New Delhi, (Cable: TRANSCART, NEW DELHI, Telex: VAHAN IN – 031 – 61157, 61158, 61159)

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

#### 4. SHIPMENT FROM POLAND & CZECHOSLOVAKIA

##### (i) IMPORTS FROM POLAND

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

##### (ii) IMPORTS FROM CZECHOSLOVAKIA

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

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

#### 5. SHIPMENT FROM U.S.S.R

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

#### 6. SHIPMENT FROM JAPAN

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

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

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

#### 7. SHIPMENT FROM AUSTRALIA, ALGERIA, BULGARIA, ROMANIA, EGYPT

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

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

#### 8. SHIPMENT FROM PAKISTAN

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

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

#### 9. SHIPMENT FROM U.S ATLANTIC & GULF PORTS

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

#### 10. SHIPMENT FROM ST. LAWRENCE AN EASTERN CANADIAN PORTS

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

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

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

#### 11. SHIPMENT FROM WEST COAST PORTS OF U.S.S CANADA AND OTHER AREAS NOT SPECIFICALLY MENTIONED ABOVE

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

**B) BILLS OF LADING:**

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

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

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

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

(ii) F.O.R SHIPMENTS

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

**SHIPPER:** The F.O.R suppliers Concerned

**CONSIGNEE:** Supplier's Indian Agent on order

**Note:**

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

**SECTION – XX****CHECKLIST****Name of Tenderer:****Name of Manufacturer:**

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

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



<b>Sl. No.</b>	<b>Activity</b>	<b>Yes/ No/ NA</b>	<b>Page No. in the Tender document</b>	<b>Remarks</b>
b.	In case of Foreign Tenderer, have you furnished Income Tax Account No. of your Indian Agent as allotted by the Income Tax Department of Government of India?			
10.	Have you intimated the name and full address of your Banker (s) along with your Account Number			
11.a	Have you fully accepted payment terms as per TE document?			
b.	Have you accepted “terms of delivery” as per TE document?			
12.	Have you fully accepted delivery period as per TE document?			
13.	Have you confirmed that the terms of delivery shall be “Delivery at Consignee Site”?			
14.	Have you accepted the warranty as per TE document?			
15.	Have you accepted the Annual Comprehensive Maintenance Contract (CMC) as per TE document?			
16.	Have you accepted all other terms and conditions of TE document?			
17.a	Have you furnished documents establishing your eligibility & qualification criteria as per TE documents?			
b.	Have you given “write up” as asked for in Qualification Criteria (Section IX) under Note 2 ?			
18	Have you furnished Annual Report (Balance Sheet and Profit & Loss Account) for last three years prior to the date of Tender opening?			

<b>Sl. No.</b>	<b>Activity</b>	<b>Yes/ No/ NA</b>	<b>Page No. in the Tender document</b>	<b>Remarks</b>
19	Have you submitted the certificate of incorporation?			

N.B.

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

---

(Signature with date)

---

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

---

(Name, address and stamp of the tendering firm)

## **Section – XXI**

### **Consignee Address**

The Director,  
National Institute Of Biologicals  
Ministry of Health & Family Welfare, Govt. Of India  
A-32, Sec-62, (Industrial Area)  
NOIDA - 201309 ( U.P.)  
Tele: 0120-02400022, 2400072, Fax: 0120-2403014

**B: The consignee will ensure timely issue of , CDEC, Octroi Exemption Certificates, Road Permits & Entry Tax Exemption Certificates, wherever applicable, to the suppliers against request from the supplier.**