# TENDER ENQUIRY DOCUMENT

FOR PURCHASE OF MEDICAL EQUIPMENT

## HLL/BME/HCS-MED EQUIP-01/15-16

**BY**

# HLL Lifecare Limited

**(A GOVERNMENT OF INDIA ENTERPRISE)**
**Dept of Biomedical Engineering,**
**TENRA-22, Palathinkara,**
**TC 24/606, Thycaud,**
**Thiruvananthapuram-695014, Kerala.**
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## SECTION I
## NOTICE INVITING TENDERS (NIT)

**HLL Lifecare Limited**
**(A GOVERNMENT OF INDIA ENTERPRISE)**
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**FOR**

# HLL Lifecare Limited

**Tender Enquiry No.: HLL/BME/HCS-Med Equip-01/15-16** **Dated 10.12.2015**

# NOTICE INVITING TENDERS (NIT)

1. Biomedical Engineering Department of HLL Lifecare Ltd, invites sealed tenders, from eligible and qualified tenderers for supply of following Medical equipment to HCS Division, Thiruvananthapuram. Sealed tenders has to be submitted at **HLL Lifecare Ltd, (A Government of India Enterprise), Tenra-22, Palathinkara, TC 24/606, Thycaud, Thiruvananthapuram-695014, Kerala.**

| **LIST OF EQUIPMENT - TENDER 1** | | | |
|---|---|---|---|
| **SN** | **Name of the Item** | **QTY** | **EMD** |
| 1 | Anaerobic Workstation | 1 | 14000 |
| 2 | Binocular Microscope | 2 | 4000 |
| 3 | Biological safety cabinet | 1 | 10000 |
| 4 | Table top Centrifuge | 7 | 7000 |
| 5 | Semi Automated Coagulation Analyzer | 1 | 6000 |
| 6 | Computed Radiography System | 1 | 50000 |
| 7 | Deep Freezer -80 degree | 1 | 16000 |
| 8 | Defibrillator | 1 | 6500 |
| 9 | ECG Machine- 12 channel | 1 | 3000 |
| 10 | Echo Machine-Mid end | 1 | 100000 |
| 11 | Electronic Balance | 1 | 4000 |
| 12 | Elisa Reader & Washer | 1 | 16000 |
| 13 | Video Endoscopy system | 1 | 160000 |
| 14 | High end Microscope with Camera | 1 | 16000 |
| 15 | Hot Air oven | 1 | 1000 |

| | | | |
|---|---|---|---|
| 16 | Laboratory Incubator | 1 | 2000 |
| 17 | Laboratory Autoclave | 2 | 32000 |
| 18 | Laboratory refrigerator | 7 | 14000 |
| 19 | pH meter- Digital | 1 | 3000 |
| 20 | Spirometer | 1 | 2000 |
| 21 | Stress test system with TMT | 1 | 30000 |
| 22 | VDRL shaker | 1 | 1000 |
| 23 | Water bath | 2 | 2000 |
| 24 | X ray Unit | 1 | 30000 |
| 25 | LED X ray film viewer | 2 | 1200 |

**2. Tender No.: HLL/BME/HCS-MED EQUIP-01/15-16**

| Sl. No. | Description | Schedule |
|---|---|---|
| i | Dates of sale of tender enquiry documents | 10.12.2015 to 4.01.2016 |
| ii | Place of sale of Tender Enquiry Documents | HLL Lifecare Ltd, (A Government of India Enterprise), Dept of Biomedical Engineering, Tenra-22, Palathinkara, TC 24/606, Thycaud, Thiruvananthapuram-695014, Kerala. |
| iii | Cost of the Tender Enquiry Document | Rs. 3000/- |
| iv | Pre-Bid Meeting Date & Time | 17.12.2015 at 10.30 a.m. |
| v | Pre Tender Meeting Venue | HLL Lifecare Ltd, (A Government of India Enterprise), Tenra-22, Palathinkara, TC 24/606, Thycaud, Thiruvananthapuram- 695014, Kerala |
| vi | Closing date & time for receipt of Tender | 04.01.2016 at 1430 hrs |
| vii | Time and date of opening of Techno –Commercial tenders | 04.01.2016 at 1500 hrs |
| viii | Venue of Opening of Techno CommercialTender | HLL Lifecare Ltd, (A Government of India Enterprise), Tenra-22, Palathinkara, TC 24/606, Thycaud, Thiruvananthapuram-695014, Kerala |

3. Interested tenderers may obtain further information about this requirement from the above office selling the documents. Tender Enquiry Documents may be purchased on payment of non-refundable fee of Rs 3000/- per set in the form of account payee Demand Draft/Pay Order/Cashier's Cheque/Banker's Cheque, drawn on a scheduled bank in India, in favour of **"HLL Lifecare Limited"**payable at Thiruvananthapuram .

4. **The Price of the equipment should be quoted in Indian Rupees (INR) only. Price quoted in foreign currency will not be considered.**

5. Tenderer may also download the tender enquiry documents from our web site www.lifecarehll.com and submit its tender by utilizing the downloaded document, along with the required non-refundable fee as mentioned in Para 3 above.

6. All prospective tenderers may attend the Pre Tender meeting. The venue, date and time indicated in the Para 2 above.

7. Tenderers shall ensure that their tenders, complete in all respects, are dropped in the Tender Box located at **HLL Lifecare Ltd, Tenra-22, Palathinkara, TC 24/606, Thycaud, Thiruvananthapuram-695014, Kerala** on or before the closing date and time indicated in the Para 2 above, failing which the tenders will be treated as late and rejected. The tenders sent by post must reach the above said address on or before the closing date & time indicated in Para2 above, failing which the tenders will be treated as late tender and rejected.

8. In the event of any of the above mentioned dates being declared as a holiday / closed day for the purchase organisation, the tenders will be sold/received/opened on the next working day at the appointed time.

9. The Tender Enquiry Documents are not transferable.

10. **All tenders must be accompanied by EMD as mentioned against each item. The tenders without EMD shall be rejected.**

11. The purchaser reserves the right to accept or reject a tender either in part or in full without assigning any reason.

For CEO (HITES)
Chief Biomedical Consultant
HLL Lifecare Limited,
Tenra-22, Palathinkara, TC 24/606,
Thycaud, Thiruvananthapuram-695014,
Kerala

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# SECTION – II
# GENERAL INSTRUCTIONS TO TENDERERS (GIT)

## A. PREAMBLE

### 1. Definitions and Abbreviations

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

1.2. Definitions:

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

1.3 Abbreviations:

(i) "TE Document" means Tender Enquiry Document
(ii) "NIT" means Notice Inviting Tenders.
(iii) "GIT" means General Instructions to Tenderers
(iv) "SIT" means Special Instructions to Tenderers
(v) "GCC" means General Conditions of Contract
(vi) "SCC" means Special Conditions of Contract

(vii) "DGS&D" means Directorate General of Supplies and Disposals
(viii) "NSIC" means National Small Industries Corporation
(ix) "PSU" means Public Sector Undertaking
(x) "CPSU" means Central Public Sector Undertaking
(xi) "LSI" means Large Scale Industry
(xii) "SSI" means Small Scale Industry
(xiii) "LC" means Letter of Credit
(xiv) "DP" means Delivery Period
(xv) "BG" means Bank Guarantee
(xvi) "ED" means Excise Duty
(xvii) "CD" means Custom Duty
(xviii) "VAT" means Value Added Tax
(xix) "CENVAT" means Central Value Added Tax
(xx) "CST" means Central Sales Tax
(xxi) "RR" means Railway Receipt
(xxii) "BL" means Bill of Lading
(xxiii) "FOB" means Free on Board
(xxiv) "FCA" means Free Carrier
(xxv) "FOR" means Free On Rail
(xxvi) "CIF" means Cost, Insurance and Freight
(xxvii) "CIP (Destinations)" means Carriage and Insurance Paid up to named port of destination. Additionally the Insurance (local transportation and storage) would be extended and borne by the Supplier from ware house to the consignee site for a period including 3 months beyond date of delivery.
(xxviii) "DDP" means Delivery Duty Paid named place of destination (consignee site)
(xxix) "INCOTERMS" means International Commercial Terms as on the date of Tender Opening
(xxx) "MOH&FW" means Ministry of Health & Family Welfare, Government of India
(xxxi) "DHMR" means Department of Health and Medical Research
(xxxii) "CMC" means Comprehensive maintenance Contract (labour, spare and preventive maintenance)
(xxxiii) "RT" means Re-Tender.
(xxxiv) "DMER"- Directorate Medical Education Research

## 2. Introduction

2.1 The Purchaser has issued these TE documents for purchase of goods and related services as mentioned in Section – VI – "List of Requirements", which also indicates, *interalia,* the required delivery schedule, terms and place of delivery.

2.2 This section (Section II - "General Instruction Tenderers") provides the relevant information as well as instructions to assist the prospective tenderers in preparation and submission of tenders. It also includes the mode and procedure to be adopted by the purchaser for receipt and opening as well as scrutiny and evaluation of tenders and subsequent placement of contract.

2.3 The tenderers shall also read the Special Instructions to Tenderers (SIT) related to this purchase, as contained in Section III of these documents and follow the same accordingly. Whenever there is a conflict between the GIT and the SIT, the provisions contained in the SIT shall prevail over those in the GIT.

2.4 Before formulating the tender and submitting the same to the purchaser, the tenderer should read and examine all the terms, conditions, instructions, checklist etc. contained in the TE documents. Failure to provide and/or comply with the required information, instructions etc. incorporated in these TE documents may result in rejection of its tender.

**3. Availability of Funds**

3.1 Deleted

**4. Language of Tender**

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

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

**5. Eligible Tenderers**

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

**6. Eligible Goods and Services**

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

**7. Tendering Expense**

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

## B. TENDER ENQUIRY DOCUMENTS

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

**8. Content of Tender Enquiry Documents**

8.1 In addition to Section I – "Notice inviting Tender" (NIT), the TE documents include:

Section II – General Instructions to Tenderers (GIT)
Section III – Special Instructions to Tenderers (SIT)
Section IV – General Conditions of Contract (GCC)
Section V – Special Conditions of Contract (SCC)
Section VI – List of Requirements
Section VII – Technical Specifications
Section VIII – Quality Control Requirements
Section IX – Qualification Criteria
Section X – Tender Form
Section XI – Price Schedules

Section XII – Questionnaire
Section XIII – Bank Guarantee Form for EMD
Section XIV – Manufacturer's Authorisation Form
Section XV – Bank Guarantee Form for Performance Security/CMC Security
Section XVI – Contract Forms A & B
Section XVII– Proforma of Consignee Receipt Certificate
Section XVIII– Proforma of Final Acceptance Certificate by the consignee
Section XIX-Instructions from Ministry of Shipping/ Surface Transport (Annexure 1 &2)
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 writing by registered/speed post or by fax/telex/e-mail, followed by copy of the same by registered post to all prospective tenderers, which have received the TE documents and will be binding on them.

9.3 In order to provide reasonable time to the prospective tenderers to take necessary action in preparing their tenders as per the amendment, the purchaser may, at its discretion extend the deadline for the submission of tenders and other allied time frames, which are linked with that deadline.

**10. Clarification of TE documents**

10.1 A tenderer requiring any clarification or elucidation on any issue of the TE documents may take up the same with the purchaser in writing. The purchaser will respond in writing to such request provided the same is received by the purchaser not later than fifteen days (unless otherwise specified in the SIT) prior to the prescribed date of submission of tender.

## C. PREPARATION OF TENDERS

**11. Documents Comprising the Tender**

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

**A) <u>Techno – Commercial Tender (Un priced Tender)</u>**

i) Earnest money furnished in accordance with GIT clause 19.1 alternatively, documentary evidence as per GIT clause 19.2 for claiming exemption from payment of earnest money.
ii) Tender Form as per Section X (unpriced).
iii) Documentary evidence, as necessary in terms of clauses 5 and 17 establishing that the tenderer is eligible to submit the tender and, also, qualified to perform the contract if its tender is accepted.
iv) Tenderer/Agent who quotes for goods manufactured by other manufacturer shall furnish Manufacturer's Authorisation Form as per section XIV.

v) Power of Attorney in favour of signatory of TE documents and signatory of Manufacturer's Authorisation Form.
vi) Documents and relevant details to establish in accordance with GIT clause 18 that the goods and the allied services to be supplied by the 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 in the country of origin.
x) Checklist as per Section XX.

**B) <u>Price Tender:</u>**

The information given at clause no. 11.1 A) ii) & viii) above should be reproduced with the prices indicated. **In case of tenderers quoting for more than 1 (one) item, the prices for the quoted items should be submitted in separate sealed covers.**

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

11.2 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:
i. A 'Sole Proprietor' of the firm or constituted attorney of such Sole Proprietor.
ii. 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;
iii. Constituted attorney of the firm if it is a company.

<u>Note</u>:
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 warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages

11.3 A tender, which does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.
11.4 Tender sent by fax/telex/cable/electronically shall be ignored.

**12. Tender currencies**

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

12.2 Tenders, where prices are quoted in foreign currency treated as non -responsive and rejected.

## 13 Tender Prices

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

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

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

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

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

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

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

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

a) the price of the goods, quoted ex-factory/ ex-showroom/ ex-warehouse/ off-the-shelf, as applicable, including all taxes and duties like sales tax, CST VAT, CENVAT, Custom Duty, Excise Duty etc. already paid or payable on the components and raw material used in the manufacture or assembly of the goods quoted ex-factory etc. or on the previously imported goods of foreign origin quoted ex-showroom etc;

b) any sales or other taxes and any duties including excise duty, which will be payable on the goods in India if the contract is awarded;

c) charges towards Packing & Forwarding, Inland Transportation, Insurance (local transportation and storage) would be borne by the Supplier from ware house to the consignee site for a period including 3 months beyond date of delivery, Loading/Unloading and other local costs incidental to delivery of the goods to their final destination as specified in the List of Requirements and Price Schedule;

d) the price of Incidental Services, as mentioned in List of Requirements and Price Schedule;

e) the prices of Turnkey ( if any), as mentioned in List of Requirements, Technical Specification and Price Schedule; and

f) the price of annual CMC, as mentioned in List of Requirements, Technical Specification and Price Schedule.

13.5 Additional information and instruction on Duties and Taxes:

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

13.5.2 Excise Duty:

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

13.5.3 Sales Tax:

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

13.5.4 Octroi Duty and Local Duties & Taxes:

Upon payment of such local duties and taxes, the same should be paid by the supplier to the local body and obtain a receipt for the same. The supplier should forward the receipt obtained for such payment to the purchaser to enable the purchaser reimburse the supplier and take other necessary action in the matter.

13.5.5 Customs Duty:
The supplier shall pay the customs duty and clear the goods for transportation to consignee's site. The applicable - % rates and amount of custom duty and the corresponding Indian custom tariff number should be shown separately in the price schedule.

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

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

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

## 14. Indian Agent

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

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

## 15. Firm Price

15.1 Unless otherwise specified in the SIT, prices quoted by the tenderer shall remain firm and fixed during the currency of the contract and not subject to variation on any account.

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

## 16. Alternative Tenders

16.1 Alternative Tenders are not permitted.

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

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

## 17 Documents Establishing Tenderer's Eligibility and Qualifications

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

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

a) In case the tenderer offers to supply goods, which are manufactured by some other firm, the tenderer has been duly authorised by the goods manufacturer to quote for and supply the goods to the purchaser. The tenderer shall submit the manufacturer's authorization letter to this effect as per the standard form provided under Section XIV in this document.
b) The tenderer has the required financial, technical and production capability necessary to perform the contract and, further, it meets the qualification criteria incorporated in the Section IX in these documents.

c) In case the tenderer is not doing business in India, it is duly represented by an agent stationed in India fully equipped and able to carry out the required contractual functions and duties of the supplier including after sale service, maintenance & repair etc. of the goods in question, stocking of spare parts and fast moving components and other obligations, if any, specified in the conditions of contract and/or technical specifications.

d) In case the tenderer is an Indian agent/authorized representative quoting on behalf of a foreign manufacturer for the restricted item, the Indian agent/authorized representative is already enlisted under the Compulsory Enlistment Scheme of Ministry of Finance, Govt. of India, operated through Directorate General of Supplies & Disposals (DGS&D), New Delhi.

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

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

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

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

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

19.1 Pursuant to GIT clauses 8.1 and 11.1 A (i) the tenderer shall furnish along with its tender, earnest money for amount as shown in the List of Requirements. The earnest money is required to protect the purchaser against the risk of the tenderer's unwarranted conduct as amplified under sub-clause 19.7 below.

19.2 The tenderers who are currently registered and, also, will continue to remain registered during the tender validity period with Directorate General of Supplies & Disposals or with National Small Industries Corporation, New Delhi for the specific goods as per tender enquiry specification shall be eligible for exemption from EMD. In case the tenderer falls in these categories, it should furnish copy of its valid registration details (with DGS&D or NSIC, as the case may be).

19.3 The earnest money shall be denominated in Indian Rupees or equivalent currencies as per GIT clause 12.2. The earnest money shall be furnished in one of the following forms:

i) Account Payee Demand Draft
ii) Banker's cheque and
iii) Bank Guarantee

19.4 The demand draft or banker's cheque shall be drawn on any commercial bank in India or country of the tenderer, in favour of the "HLL Lifecare Limited" payable at Trivandrum. In case of bank guarantee, the same is to be provided from any commercial bank in India or country of the tenderer as per the format specified under Section XIII in these documents.

19.5 The earnest money 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.

**20. Tender Validity**

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

20.2 In exceptional cases, the tenderers may be requested by the purchaser to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by surface mail or by fax/ telex/cable followed by surface mail. The tenderers, who agree to extend the tender validity, are to extend the same without any change or modification of their original tender and they are also to extend the validity period of the EMD accordingly. A tenderer, who may not agree to extend its tender validity after the expiry of the original validity period the EMD furnished by them shall not be forfeited.

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

**21. Signing and Sealing of Tender**

21.1 The tenderers shall submit their tenders as per the instructions contained in GIT Clause 11.

21.2 Unless otherwise mentioned in the SIT, a tenderer shall submit two copies of its tender marking them as "Original" and "Duplicate". Duplicate tenders may contain all pages including Technical Literature/Catalogues as per in Original tenders.

21.3 The original and duplicate tender shall either be typed or written in indelible ink and the same shall be signed by the tenderer or by a person(s) who has been duly authorized to bind the tenderer to the contract. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the tender.

21.4 Both the copies of the tender shall be duly signed at the appropriate places as indicated in the TE documents and all other pages of the tender including printed literature, if any shall be initialled by the same person(s) signing the tender. The tender shall not contain any erasure or overwriting, except as necessary to correct any error made by the tenderer and, if there is any such correction; the same shall be initialled by the person(s) signing the tender.

21.5 The tenderer is to seal the original and duplicate copy of the tender in separate envelopes, duly marking the same as "Original" and "Duplicate" and so on and writing the address of the purchaser and the tender reference number on the envelopes. The sentence "NOT TO BE OPENED" before _____ (The tenderer is to put the date & time of tender opening) are to be written on these envelopes. The inner envelopes are then to be put in a bigger outer envelope, which will also be duly sealed, marked etc. as above. If the outer envelope is not sealed and marked properly as above, the purchaser will not assume any responsibility for its misplacement, premature opening, late opening etc.

21.6 TE document seeks quotation following **two Tender System**, in two parts. First part will be known as **'Techno - Commercial Tender'**, and the second part **'Price Tender'** as specified in clause 11 of GIT. Tenderer shall seal **'Techno - Commercial Tender'** and **'Price Tender'** separately and covers will be suitably super scribed. Both these sealed covers shall be put in a bigger cover and sealed and procedure prescribed in Paras 21.1 to 21.5 followed.

## D. SUBMISSION OF TENDERS

### 22. Submission of Tenders

22.1 Unless otherwise specified, the tenderers are to deposit the tenders in the tender box kept for this purpose at **HLL Lifecare Limited, , (A Government of India Enterprise), Tenra-22, Palathinkara, TC 24/606, Thycaud, Thiruvananthapuram-695014, Kerala**. In case of bulky tender, which can not be put into tender box, the same shall be submitted by the tenderer by hand to **The Chief Bio-Medical Consultant** or his nominee, **HLL Lifecare Limited, (A Government of India Enterprise), Tenra-22, Palathinkara, TC 24/606, Thycaud, Thiruvananthapuram-695014, Kerala**. The officer receiving the tender will give the tenderer an official receipt duly signed with date and time.

22.2 The tenderers must ensure that they deposit their tenders not later than the closing time and date specified for submission of tenders. It is the responsibility of the tenderer to ensure that their Tenders whether sent by post or by courier or by person, are dropped in the Tender Box by the specified clearing date and time. In the event of the specified date for submission of tender falls on / is subsequently declared a holiday or closed day for the purchaser, the tenders will be received up to the appointed time on the next working day.

### 23. Late Tender

23.1 A tender, which is received after the specified date and time for receipt of tenders will be treated as "late" tender and will be ignored.

### 24. Alteration and Withdrawal of Tender

24.1 The tenderer, after submitting its tender, is permitted to alter / modify its tender so long as such alterations / modifications are received duly signed, sealed and marked like the original tender, within the deadline for submission of tenders. Alterations / modifications to tenders received after the prescribed deadline will not be considered.

24.2 No tender should be withdrawn after the deadline for submission of tender and before expiry of the tender validity period. If a tenderer withdraws the tender during this period, it will result in forfeiture of the earnest money furnished by the tenderer in its tender.

# E. TENDER OPENING

## 25. Opening of Tenders

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

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

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

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

25.3 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. 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 responsiveness of each Tender to the TE Document. For purposes of these clauses, a responsive Tender is one, which conforms to the technical specifications and all the terms and conditions of the TE Documents without material deviations. Deviations from, or objections or reservations to critical provisions such as those concerning Performance Security , EMD , Tender validity,terms of delivery, liquidated damage,terms of payment,warranty period will be deemed to be a material deviation. The Purchaser's determination of a Tender's

responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

27.3 The tenders will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the TE document. The tenders, which do not the meet the basic requirements, are liable to be treated as non – responsive and will be summarily ignored.

27.4 The following are some of the important aspects, for which a tender shall be declared non – responsive and will be summarily ignored;

(i) Tender form as per Section X (signed and stamped) not enclosed
(ii) Tender is unsigned.
(iii) Tender validity is shorter than the required period.
(iv) Required EMD (Amount, validity etc.)/ exemption documents have not been provided.
(v) Tenderer has quoted for goods manufactured by other manufacturer(s) without the required Manufacturer's Authorisation Form as per Section XIV.
(vi) Tenderer has not agreed to give the required performance security.
(vii) Goods offered are not meeting the tender enquiry Technical specification.
(viii) Tenderer has not agreed to other essential condition(s) specially incorporated in the tender enquiry like terms of payment, terms of delivery, liquidated damages clause, warranty period.
(ix) Poor/ unsatisfactory past performance.
(x) Tenderers who stand deregistered/banned/blacklisted by any Statutory Authorities as per Govt. rules/procedures.
(xi) Tenderer is not eligible as per GIT Clauses 5.1 & 17.1.
(xii) Tenderer has not quoted for the entire quantity in the schedule as specified in the List of Requirements .

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

28.1 If during the evaluation, the purchaser find any minor informality and/or irregularity and/or non-conformity in a tender, , the purchaser will convey its observation on such 'minor' issues to the tenderer by registered/speed post/courier/e-mail/fax etc. asking the tenderer to respond by a specified date. If the tenderer does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.

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.

**33. Schedule-wise Evaluation**

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

**34. Comparison of Tenders**

34.1 Unless mentioned otherwise in Section – III – Special Instructions to Tenderers and Section – VI –. The quoted prices and CMC prices will also be added for comparison/ranking purpose for evaluation if so indicated in the bid document for a period of five years.Value of CMC should not exceed 5% of the main equipment cost.

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

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

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

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

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

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

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

36.2 The above-mentioned determination will, interalia, take into account the tenderer's financial, technical and production capabilities for satisfying all the requirements of the purchaser as

incorporated in the TE document. Such determination will be based upon scrutiny and examination of all relevant data and details submitted by the tenderer in its tender as well as such other allied information as deemed appropriate by the purchaser.

**37. Contacting the Purchaser**

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

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

## G. AWARD OF CONTRACT

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

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

**39. Award Criteria**

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

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

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

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

**41. Notification of Award**

41.1 Before expiry of the tender validity period, the purchaser will notify the successful tenderer(s) in writing, by registered / speed post or by fax/ telex/cable (to be confirmed by registered / speed post) that its tender for goods & services, which have been selected by the purchaser, has been accepted, also briefly indicating therein the essential details like description, specification and quantity of the goods & services and corresponding prices accepted. The successful tenderer must furnish to the purchaser the required performance security within thirty days from the date of dispatch of this notification, failing which the EMD will 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 21 days from the date of the contract, the successful tenderer shall return the original copy of the contract, duly signed and dated, to the Purchaser/Consignee by registered / speed post.

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

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

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

**44. Return of E M D**

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

**45. Publication of Tender Result**

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

**46. Corrupt or Fraudulent Practices**

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

(a) defines, for the purposes of this provision, the terms set forth below as follows:
   (i) "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and
   (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;

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

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

## SECTION - III

# SPECIAL INSTRUCTIONS TO TENDERERS
## (SIT)

The following Special Instructions to Tenderers will apply for this purchase. These special instructions will modify/substitute/supplement the corresponding General Instructions to Tenderers (GIT) incorporated in Section II. The corresponding GIT clause numbers have also been indicated in the text below:
In case of any conflict between the provision in the GIT and that in the SIT, the provision contained in the SIT shall prevail.

1) **The Price of the equipment should be quoted in Indian Rupees (INR) only. Price quoted in foreign currency will not be considered.**

2)Tender shall be submitted to :

**Chief Biomedical Consultant,**
**HLL Lifecare Ltd.**
**Annex. Building, Tenra 22, Palathinkara,**
**TC 24/606, Thycaud,**
**Thiruvananthapuram - 695 014,**
**Ph.0471-2330447**

## SECTION - IV

# GENERAL CONDITIONS OF CONTRACT (GCC)

## TABLE OF CLAUSES

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

## 1. Application

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

## 2. Use of contract documents and information

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

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

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

## 3. Patent Rights

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

## 4. Country of Origin

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

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

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

## 5. Performance Security

5.1 Within 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 30 months from the date of Notification of Award

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

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

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

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

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

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

## 6. Technical Specifications and Standards

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

## 7. Packing and Marking

7.1 The packing for the goods to be provided by the supplier should be strong and durable enough to withstand, without limitation, the entire journey during transit including transhipment (if any), rough handling, open storage etc. without any damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract.

7.2 The quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall strictly comply with the requirements as provided in Technical Specifications and Quality Control Requirements under Sections VII and VIII and in SCC under Section V. In case the packing requirements are amended due to issue of any amendment to the contract, the same shall also be taken care of by the supplier accordingly.

7.3 Packing instructions:

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

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

## 8. Inspection, Testing and Quality Control

8.1 The purchaser and/or its nominated representative(s) will, without any extra cost to the purchaser, inspect and/or test the ordered goods and the related services to confirm their conformity to the contract specifications and other quality control details incorporated in the contract. The purchaser shall inform the supplier in advance, in writing, the purchaser's programme for such inspection and, also the identity of the officials to be deputed for this purpose. The cost towards the transportation, boarding & lodging will be borne by the purchaser and/or its nominated representative(s).

8.2 The Technical Specification and Quality Control Requirements incorporated in the contract shall specify what inspections and tests are to be carried out and, also, where and how they are to be conducted. If such inspections and tests are conducted in the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the supplier to the purchaser's inspector at no charge to the purchaser.

8.3 If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, the purchaser's inspector may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to the purchaser and resubmit the same to the purchaser's inspector for conducting the inspections and tests again.

8.4 In case the contract stipulates pre-despatch inspection of the ordered goods at supplier's premises, the supplier shall put up the goods for such inspection to the purchaser's inspector well ahead of the contractual delivery period, so that the purchaser's inspector is able to complete the inspection within the contractual delivery period.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.

**9. Terms of Delivery**

9.1 Goods shall be delivered by the supplier in accordance with the terms of delivery and as per the delivery period specified in the schedule of requirement.

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

In case no instruction is provided in this regard in the SCC, the supplier will arrange transportation of the ordered goods as per its own procedure. The supplier shall be responsible for all loses ,destructions, damage or deterioration of or to the goods from any cause whatsoever while the goods after approval by the inspector are awaiting dispatch 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) 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 and should be valid till 3 months after the receipt of goods by the Consignee.

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

**12. Spare parts**

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

a) Spare Parts list and prices of parts, consumables should be mentioned clearly and quoted. Bidder should also mention regarding the availably of spares for at least eight years.

b) The spare parts as selected by the Purchaser/Consignee to be purchased from the supplier, subject to the condition that such purchase of the spare parts shall not relieve the supplier of any contractual obligation including warranty obligations; and

c) In case the production of the spare parts is discontinued:

i) Sufficient advance notice to the Purchaser/Consignee before such discontinuation to provide adequate time to the purchaser to purchase the required spare parts etc., and

ii) Immediately following such discontinuation, providing the Purchaser/Consignee, free of cost, the designs, drawings, layouts and specifications of the spare parts, as and if requested by the Purchaser/Consignee.

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

**13. Incidental services**

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

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

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

The supplier shall send all the relevant despatch documents well in time to the Purchaser/Consignee to enable the Purchaser/Consignee clear or receive (as the case may be) the goods in terms of the contract.
Unless otherwise specified in the SCC, the usual documents involved and the drill to be followed in general for this purpose are as follows.

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

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

(i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
(ii) Two copies of packing list identifying contents of each package;
(iii) Inspection certificate issued by the nominated Inspection agency, if any.

(iv) Certificate of origin;
(v) Insurance Certificate as per GCC Clause 11.
(vi) Manufacturers/Supplier's warranty certificate & In-house inspection certificate.

## 15. Warranty

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

15.2 The **warranty** shall remain valid for the period as mentioned in the list of requirement/ General Technical specification, after the goods or any portion thereof as the case may be, have been delivered, installed and commissioned at the final destination and accepted by the purchaser/consignee (s) in terms of the contract, unless specified otherwise in the SCC.

a. No conditional warranty will be acceptable.
b. Warranty as well as Comprehensive Maintenance contract will be inclusive of all accessories and Turnkey work
c. Replacement and repair will be undertaken for the defective goods.
d. Proper marking has to be made for all spares for identification like printing of installation and repair dates.
e. Calibration of equipment will be done free of cost during warranty period.

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

15.4 Upon receipt of such notice, the supplier shall, within 8 hours on a 24(hrs) X 7 (days) X 365 (days) basis respond to take action to repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced parts/goods thereafter. The penalty clause for non rectification will be applicable as per tender conditions.

15.5 In the event of any rectification of a defect or replacement of any defective goods during the warranty period, the warranty for the rectified/replaced goods shall be extended to a further period of twenty four (24) months from the date such rectified / replaced goods starts functioning to the satisfaction of the purchaser. 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 8 hours on a 24(hrs) X 7 (days) X 365 (days) basis, the purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the purchaser may have against the supplier.

15.7 During Warranty period, the supplier is required to visit at each consignee's site at least once in 6 months commencing from the date of the installation for preventive maintenance of the goods

15.8 The Purchaser/Consignee reserve the rights to enter into Annual Comprehensive Maintenance Contract between Consignee and the Supplier for the period as mentioned in Section VII, Technical Specifications after the completion of warranty period.

15.9 The supplier along with its Indian Agent and the CMC provider shall ensure continued supply of the spare parts for the machines and equipments supplied by them to the purchaser for 10 years from the date of installation and handing over.

15.10 During the period when a major unit is taken for service/calibration, it is preferred that the supplier provides a stand-by unit with traceability. Availability of such a provision along with type of equipment should be indicated.

15.11 CMC rates should include the complete calibration charges. The frequency should be as per the international protocols. Stand alone calibration charges also should be indicated.

**16. Assignment**

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

**17. Sub Contracts**

17.1 The Supplier shall notify the Purchaser in writing of all sub contracts awarded under the contract if not already specified in its tender. Such notification, in its original tender or later, shall not relieve the Supplier from any of its liability or obligation under the terms and conditions of the contract.

17.2 Sub contract shall be only for bought out items and sub-assemblies.

17.3 Sub contracts shall also comply with the provisions of GCC Clause 4 ("Country of Origin").

**18. Modification of contract**

18.1 If necessary, the purchaser may, by a written order given to the supplier at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following:

a) Specifications, drawings, designs etc. where goods to be supplied under the contract are to be specially manufactured for the purchaser,
b) Mode of packing,
c) Incidental services to be provided by the supplier
d) Mode of despatch,
e) Place of delivery, and
f) Any other area(s) of the contract, as felt necessary by the purchaser depending on the merits of the case.

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

**19. Prices**

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

**20. Taxes and Duties**

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

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

**21. Terms and Mode of Payment**

**21.1 Payment Terms**

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

**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:**

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

(i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
(ii) Consignee Receipt Certificate as per 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 HLL Biomedical Division
(v) Insurance Certificate as per GCC Clause 11
(vi) Certificate of origin.

**b) On Acceptance:**

Balance 25 % payment would be made against 'Final Acceptance Certificate' as per Section XVIII of goods to be issued by the consignees subject to recoveries, if any, either on account of non-rectification of defects/deficiencies not attended by the Supplier or otherwise.

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

Payment shall be made in Indian Rupees to the bidder after acceptance by the consignee.

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

The consignee will enter into CMC with the supplier at the rates as stipulated in the contract. The payment of CMC will be made on six monthly basis after satisfactory

completion of said period, duly certified by the consignee on receipt of bank guarantee for an amount equivalent to 2.5 % of the cost of the equipment as per contract in the prescribed format given in Section XV valid till 2 months after expiry of entire CMC period.

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

21.3 Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other tax as applicable will be made from the bills payable to the Supplier at rates as notified from time to time.

21.4 Irrevocable & non – transferable LC shall be opened by the respective consignees. However, if the supplier requests specifically to open confirmed LC, the extra charges would be borne by the supplier. If LC is required to be extended and/or amended for reasons not attributable to the purchaser/consignee, the charges thereof shall be borne by the supplier.

21.5 The payment shall be made in the currency / currencies authorised in the contract.

21.6 The supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, to respective consignees.

21.7 While claiming payment, the supplier is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the supplier for claiming that payment has been fulfilled as required under the contract.

21.8 While claiming reimbursement of duties, taxes etc. (like sales tax, excise duty, custom duty) from the Purchaser/Consignee, as and if permitted under the contract, the supplier shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the supplier) shall refund to the Purchaser/Consignee forthwith.

21.9 In case where the supplier is not in a position to submit its bill for the balance payment for want of receipted copies of Inspection Note from the consignee and the consignee has not complained about the non-receipt, shortage, or defects in the supplies made, balance amount will be paid by the paying authority without consignee's receipt certificate after three months from the date of the preceding part payment for the goods in question, subject to the following conditions:

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

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

**22. Delivery**

22.1 The supplier shall deliver the goods and perform the services under the contract within the time schedule specified by the Purchaser/Consignee in the List of Requirements and as incorporated in the contract. **The time for and the date of delivery of the goods stipulated in the schedule shall be deemed to be of the essence of the contract and the delivery must be completed not later than the date (s) as specified in the contract.**

22.2 Subject to the provision under GCC clause 26, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions:

(i) imposition of liquidated damages,

(ii) forfeiture of its performance security and
(iii) termination of the contract for default.

22.3 If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform the Purchaser/Consignee in writing about the same and its likely duration and make a request to the Purchaser/Consignee for extension of the delivery schedule accordingly. On receiving the supplier's communication, the Purchaser/Consignee shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.

22.4 When the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period shall, interalia contain the following conditions:

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

(b) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of customs duty, 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.

**22.6Passing of Property:**

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

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

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

**23. Liquidated damages**

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

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

**24. Termination for default**

24.1 The Purchaser/Consignee, without prejudice to any other contractual rights and remedies available to it (the Purchaser/Consignee), may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Purchaser/Consignee pursuant to GCC sub-clauses 22.3 and 22.4.

24.2 In the event of the Purchaser/Consignee terminates the contract in whole or in part, pursuant to GCC sub-clause 24.1 above, the Purchaser/Consignee may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the supplier shall be liable to the Purchaser/Consignee for the extra expenditure, if any, incurred by the Purchaser/Consignee for arranging such procurement.

24.3 Unless otherwise instructed by the Purchaser/Consignee, the supplier shall continue to perform the contract to the extent not terminated.

**25. Termination for insolvency**

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

**26. Force Majeure**

26.1 Notwithstanding the provisions contained in GCC clauses 22, 23 and 24, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.

26.2 For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of , the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees , lockouts excluding by its management, and freight embargoes.

26.3 If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser/Consignee in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the Purchaser/Consignee in writing, the supplier shall continue to perform its obligations under the contract as far as

reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

26.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.

26.5 In case due to a Force Majeure event the Purchaser/Consignee is unable to fulfil its contractual commitment and responsibility, the Purchaser/Consignee will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

**27. Termination for convenience**

27.1 The Purchaser/Consignee reserves the right to terminate the contract, in whole or in part for its (Purchaser's/Consignee 's) convenience, by serving written notice on the supplier at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Purchaser/Consignee. The notice shall also indicate interalia, the extent to which the supplier's performance under the contract is terminated, and the date with effect from which such termination will become effective.

27.2 The goods and services which are complete and ready in terms of the contract for delivery and performance within thirty days after the supplier's receipt of the notice of termination shall be accepted by the Purchaser/Consignee following the contract terms, conditions and prices. For the remaining goods and services, the Purchaser/Consignee may decide:

a) To get any portion of the balance completed and delivered at the contract terms, conditions and prices; and / or

b) To cancel the remaining portion of the goods and services and compensate the supplier by paying an agreed amount for the cost incurred by the supplier towards the remaining portion of the goods and services.

**28. Governing language**

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

**29. Notices**

29.1 Notice, if any, relating to the contract given by one party to the other, shall be sent in writing or by cable or telex or facsimile and confirmed in writing. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.

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

**30. Resolution of disputes**

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

30.2 If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, unless otherwise provided in the SCC, either the Purchaser/Consignee or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. In the case of a dispute or difference

arising between the Purchaser/Consignee and a domestic Supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitrator appointed by the CMD of HLL Lifecare Limited. The award of the arbitrator shall be final and binding on the parties to the contract subject to the provision that the Arbitrator shall give reasoned award in case the value of claim in reference exceeds Rupees One lakhs (Rs. 1,00,000/-)

30.3 Venue of Arbitration: The venue of arbitration shall be Delhi/New Delhi, India.

30.4 Jurisdiction of the court 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 about of or under the contract is determined by the Arbitrator or by the competent court as the case may be ,and the supplier will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention.

**33. General/ Miscellaneous Clauses**

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

33.2 The Supplier/its Indian Agent/CMC Provider shall at all times, indemnify and keep indemnified the Purchaser/Government of India against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under CMC or the Contract.

33.3 The Supplier/its Agent/CMC Provider shall, at all times, indemnify and keep indemnified the Purchaser/Consignee/Government of India against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the supplier/its associate/affiliate etc.

33.4 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.

- **Nil**

## SECTION - VI

# LIST OF REQUIREMENTS

**Part I**

**List of items with quantities, warranty & CMC period.**

| Sl. No. | Item | Warranty period (yrs.) | CMC period (yrs.) |
|---|---|---|---|
| | | | |
| 1 | Anaerobic Workstation | 2 | 5 |
| 2 | Binocular Microscope | 2 | 5 |
| 3 | Biological safety cabinet | 2 | 5 |
| 4 | Table top Centrifuge | 2 | 5 |
| 5 | Semi Automated Coagulation Analyzer | 2 | 5 |
| 6 | Computed Radiography System | 2 | 5 |
| 7 | Deep Freezer -80 degree | 2 | 5 |
| 8 | Defibrillator | 2 | 5 |
| 9 | ECG Machine- 12 channel | 2 | 5 |
| 10 | Echo Machine-Mid end | 2 | 5 |
| 11 | Electronic Balance | 2 | 5 |
| 12 | Elisa Reader & Washer | 2 | 5 |
| 13 | Video Endoscopy system | 2 | 5 |
| 14 | High end Microscope with Camera | 2 | 5 |
| 15 | Hot Air oven | 2 | 5 |
| 16 | Laboratory Incubator | 2 | 5 |
| 17 | Laboratory Autoclave | 2 | 5 |
| 18 | Laboratory refrigerator | 2 | 5 |
| 19 | pH meter- Digital | 2 | 5 |
| 20 | Spirometer | 2 | 5 |
| 21 | Stress test system with TMT | 2 | 5 |
| 22 | VDRL shaker | 2 | 5 |
| 23 | Water bath | 2 | 5 |
| 24 | X ray Unit | 2 | 5 |
| 25 | LED X ray film viewer | 2 | NIL |

**Consignee: Healthcare Services Division (HCS)**
**HLL Lifecare Limited.**
**HLL Bhavan, Poojappura**
**Trivandrum, Kerala-695012**
**Phone: 0471-2354949, 2353932**

**Part II: Required Delivery Schedule:**

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

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

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

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

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

**Part IV:**

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

**Part V:**

Warranty period as per details in general technical specification and as specified in Part I above.

Comprehensive Maintenance Contract (CMC) as per details in General Technical Specification and also specified in part I above.

**Part VI:**

**Required Terms of Delivery and Destination.**

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

At Consignee Site(s)- Specified in the List of Requirements Insurance (local transportation and storage) would be borne by the Supplier from ware house to the consignee site for a period including 3 months beyond date of delivery

## SECTION – VII
# TECHNICAL SPECIFICATIONS

| 1 | **ANAEROBIC WORK STATION** |
|---|---|
| 1 | Fully automatic, microprocessor controlled, table top work station for anaerobic bacterial culture (Clinical/diagnostic work) . |
| 2 | Fitted with one additional connection for attaching gas jar, so that jars can be attached, side by side simultaneously. |
| 3 | Touch screen operating panel and in-built vacuum pump |
| 4 | Able to generate any mixed gas atmosphere (other than hazardous and inflammable) in transparent jars, by programming of required O2 (atmospheric) and CO2 & H2 (from cylinders of mix gases & pure gases) percentage |
| 5 | All controlled conditions like Capnophilic, anaerobic & Micro-aerophilic be created within 60 seconds, should be reproducible and stay within 0.5% of the desired value |
| 6 | Minimum 30 programs to be customized as per user requirements. . |
| 7 | System to identity defective jars, catalysts and non-availability of gases, before incubation |
| 8 | Intake air filters facility to prevent air microbial contamination. |
| 9 | It should keep its jar atmosphere with appropriate humidity to prevent drying and cross contaminations |
| 10 | It should be able to work with standard transparent anaerobic jars of any make |
| 11 | The equipment should be supplied with two sets of all necessary accessories including gas cylinders and pressure regulators (One set to be in-use and one set to be kept reserve) |
| 12 | Supplier should provide both sets of required gas cylinders filled with gases at the time of installation. |
| 13 | Four spare jars of twelve plates capacity to be supplied along with machine |

| 2 | **BINOCULAR MICROSCOPE** |
|---|---|
| **1** | **Technical Specification** |
| **1.1** | Binocular microscope should have universal infinity corrected optical system |
| **1.2** | Binocular Microscope should have inbuilt light source and high quality imported achromatic optics |
| **1.3** | It should have LED light source illumination |
| **1.4** | Equipment should have Rigid frame with ergonomics design |
| **1.5** | Binocular observation tube should have inclination of 45/30 degrees |
| **1.6** | It should have Built in torque adjustable focusing knob |
| **1.7** | It should dhave Square mechanical stage with rigid hand coaxial control |
| **1.8** | Equipment should have Abbe condenser, Iris diaphragm |
| **1.9** | Equipment should have Revolving Quintuple nose piece |
| **1.10** | Equipment should be supplied with Plan achromat objectives 4X , 10X, 40X, 100X (Oil) |
| **1.11** | 40X, 100X objective should be spring loaded |
| **1.12** | Should have an Eye piece 10X (FOV 20) |
| **1.13** | Antifungal treatment should be applied to the observation tube, eyepiece and objective |

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| **1.14** | Power supply: 230 V,50 Hz AC |
| **2** | **System Configuration Accessories, spares and consumables** |
| **2.1** | Binocular Microscope-1 nos |
| **2.2** | Dust Cover |
| **2.3** | Power Cord |
| **3** | **Standard,Safety and Training** |
| **3.1** | The manufacturer should have ISO certification. |
| **3.2** | Equipment should have FDA or CE certification |
| **4** | **Documentation** |
| **4.1** | User/Technical/Maintenance manuals to be supplied in English ( Hard copy). The manual should indicate complete functional and circuit diagram. |
| **4.2** | Certificate of calibration and inspection from factory. |

| **3** | **BIOLOGICAL SAFETY CABINET** |
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| 1 | **Description of Function** |
| 1.1 | Bio safety cabinets are used to provide primary containment in the laboratory when the investigator is using potentially infectious materials. |
| **2** | **Operational Requirements** |
| 2.1 | Protection for operator, environment and the product, from aerosols and microorganisms |
| 2.2 | Microprocessor/Microcontroller/Microcomputer controlled system. |
| 2.3 | Should be class II type B2 type. |
| **3** | **Technical Specifications** |
| 3.1 | Main Body Should be made of 16 gauge electro-galvanized steel with Isocide white oven-baked epoxy-polyester powder-coating (dimensions 1800 mmX850 mm X 2150 ) |
| 3.2 | Should be supplied with 28"base stand . |
| 3.3 | The downflow filter shall be ULPA (H14 as per EN 1822) and exhaust filter shall be HEPA (H13 as per EN 1822). |
| 3.4 | Automatic speed compensation system against clogged main HEPA filter Pre-filtration unit with retention of 10 to 15 micro meter |
| 3.5 | With 100 % Exhaust. |
| 3.6 | Single stainless steel perforated working platform |
| 3.7 | Should be fitted with UV light > 800 lux |
| 3.8 | High-speed centrifugal blower with lifetime lubricated |
| 3.9 | Noise level <58dBA, Elapsed hour counter |
| 3.10 | DOP test outlet |
| 3.11 | Fluorescent lamp to obtain powerful glare-free lighting |
| 3.12 | Two nos of electrical outlet and universal service fixture for gas outlets should be provided. |
| 3.13 | Bidder will be responsible for Supply,Installation,testing and Commissioning of Biological safety cabinet. Installation of blower,ducting work required for exhaust has to be done by the bidder. |

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| 3.14 | Bidder should provide necessary test & calibration certificate after installation and commissioning. |

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| **4** | **TABLE TOP CENTRIFUGE** |
| **1** | **Description of Function** |
| **1.1** | Centrifuges are required in the Laboratory to separate various components of Blood and any other liquid sample for analysis |
| **2** | **Operational Requirements** |
| **2.1** | Aerodynamic compact construction for vibration free performance |
| **2.2** | Table top version |
| **3** | **Technical Specifications** |
| **3.1** | Tube Capacity: No. 24 – 36: Size 5 – 15 ml |
| **3.2** | Should have a digital timer |
| **3.3** | Body should be made of strong fabricated & corrosion resistant steel |
| **3.4** | Control panel – for start/stop switch, dynamic brakes, step less speed regulator with zero start switch & speed indicator with timer and protective fuses. |
| **3.5** | Door interlock |
| **3.6** | Maintenance free brushless drive motor with exact speed pre selection and display. Speed range 300 to 6000 rpm and above, accuracy 20 to 30 rpm. |
| **3.7** | RPM: Up to 6000 |
| **4** | **System Configuration Accessories, spares and consumables** |
| **4.1** | Centrifuge complete with Swig and basic rotors and four buckets- 01 set. |
| **4.2** | Tube Holders as appropriate |
| **5** | **Environmental factors** |
| **5.1** | Shall meet IEC-60601-1-2:2001(Or Equivalent BIS) General Requirements of Safety for Electromagnetic Compatibility. |
| **5.2** | The unit shall be capable of operating continuously in ambient temperature of 10 - 40deg C and relative humidity of 15-90% |
| **5.3** | The unit shall be capable of being stored continuously in ambient temperature of 0 - 50deg C and relative humidity of 15-90% |
| **6** | **Power Supply** |
| **6.1** | Power input to be 220-240VAC, 50Hz as appropriate fitted with Indian plug |
| **7** | **Standards, Safety and Training** |
| **7.1** | The supplier should be ISO certified for quality standards. |
| **7.2** | Should be FDA/ CE/UL or BIS approved product |

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| **5** | **Semi Automated Bench Top Coagulation Analyzer** |
| 1 | Must be able to perform the following coagulation parameter: PT, APTT, Thrombin Time, Fibrinogen |
| 2 | Must be based upon clot detection principle |
| 3 | Must provide four channel random access analysis. |
| 4 | The system must ensure thorough mixing of the sample and the reagent. |
| 5 | Sample requirement must not be more than 250µl per test |

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| 6 | Temperature control must ensure 37 ± 0.5°C |
| 7 | The system must be sensitive enough to detect a weak fibrin clot. |
| 8 | Digital display of results in terms of seconds |
| 9 | Provision of built-in-printer |
| 10 | The system should not allow interference form lipemic or icteric samples |
| 11 | The system must store at least 50 test results of each parameter and provision for preparation of QC graphs |
| 12 | The system must have the provision of flagging system to indicate abnormal results |
| 13 | Must require low maintenance on routine basis |
| 14 | Open system regarding the use of reagents |
| 15 | The system must be completed with all the accessories. Dust cover and working manual |
| 16 | The cost of basic accessories should be quoted along with the analyzer |
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| **6** | **COMPUTED RADIOGRAPHY** |
| **1** | **Description of Function** |
| | Used for Radiography of abdomen, limbs, skeleton, head, chest and other parts in supine position, lateral position |
| **2** | **Technical Specification** |
| | **CR system configuration shall include** |
| | a) Imaging plates (IP) |
| | b) Image reader system |
| | c) CR workstations |
| | d) RIS interface |
| | e) Remote ID and Preview stations |
| | f) Accessories and consumables |
| | g) Dry / Laser Imager |
| | ***Note: - The CR Image reader (CR System) / Digitizer and Dry Laser Camera should be of the same manufacturer.***<br>***2)Price of the Reader,Printer,Imaging plates,Workstations and softwares should be quoted individually.*** |
| **2.1** | **CR Compatible imaging plates** |
| | **Following sizes are required –Price of individual imaging plate should be quoted seperately.** |
| **a** | 35 cm x 43 cm - 5 Nos. |
| **b** | 24 cm x 30 cm - 5 Nos. |
| **c** | 18 cm x 24 cm - 5 Nos. |
| **d** | 35 cm x 35 cm - 5 Nos. |
| **e** | Long view cassettes for limbs - 1 set |
| **f** | Should indicate the expected life span of the reusable CR imaging plates |
| **2.2** | **Image Reader/Digitizer** |

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| **a** | Multi stack reader with 8 in and 8 out – more will be preferred |
| **b** | Various image-processing protocols available for the respective regions of the body |
| **c** | It should be able to Process all standard size cassettes and Imaging Plates, capacity should be of at least 65 IPs / Hour or more depending on size & application. |
| **d** | Image preview time should be less than 60 sec. |
| **e** | It should have capability for accepting exposed imaging plates without patient demographics, for causality / trauma workflow requirement. |
| **f** | It should have storage capacity of at least 2000 images locally without recourse to a work station and have capability of retrieving at least last 10 scanned images as part of contingency plan. |
| **g** | It should have ability to route the images to multiple destinations like work stations, laser camera etc. |
| **h** | Spatial resolution of the digital image shall preferably be 2k x 2k x12 bits for optimal resolution. |
| **i** | Reading sampling / scanning resolution should be 5-10 pixels / mm or more for general cassette reading. |
| **k** | The system should be mammography compatible that is to read mammography cassette at 20 pixels or more /mm. |
| **2.3** | **Identification and Preview System** Functional requirements: |
| **a** | Should be DICOM Ready for sent,receive and print. |
| **b** | It should have Preview Station / Console with 19 inch or more with high resolution,antiglare, flicker free TFT / LCD colour monitor having standard features /software. |
| **c** | It should have customizable graphic user interface (GUI) preferably touch screen. |
| **d** | It should have software which enables to see in the preview terminal the deviation from normal exposures. Should have indication of overexposure & under exposure on the preview station. |
| **e** | It should have the facility of auto-routing images to pre defined DICOM destinations and also possible to directly print the images without going to CR WORK STATION. |
| **f** | It should have preferably the facility of pan, zooming, rotation, window level adjustment, cropping the image, edge enhancement, noise reduction, latitude reduction, annotation etc. |
| **2.4** | **Software** |
| **a** | System should include the following Software applications:Please list all the optional software(s) which are available with you for enhancing the workflow and service in the Digital Radiology environment for the following |
| | Advanced Processing Software like gradation processing, dynamic range control, multi frequency processing, and edge enhancement. |
| | Application Software |
| | Connecting Software |
| | Visual Output Software |
| | Quality Monitoring Software |
| | Virtual collimation |
| **b** | The system should include the following SW applications as standard: |

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| | Full Leg/Full spine image processing. |
| | Quality control software. |
| | Software, which enables to see in the preview terminal the deviation from normal exposure and with the details of the deviation on the CR workstation. |
| | Software masking of the collimation areas. |
| | Special attention should be placed on pediatric applications. |
| | Software for storing images on any DICOM 3 (or newer versions) compliant stations. |
| | Software for printing on any DICOM printer. |
| **2.5** | **CR Workstation System** |
| **a** | It should have 19 inch or more with high resolution, antiglare, flicker free TFT / LCD colored flat monitor having standard features / software with at least one mega pixel resolution of standard make |
| **b** | Should have 500 GB or more storage capacity (hard disk),with 4 GB or more RAM, latest high speed intel processor and have CD & DVD Burner |
| **c** | Should have latest windows based original software. |
| **d** | It should accept images from CR Reader without loss of any data. |
| **e** | It should have built in routine for using predefined image processing parameters for image quality enhancement. |
| **f** | It should have mechanism for storing the patient image based on name, date, exam etc. |
| **g** | It should have capability of storing user defined image processing parameters capability of overwriting predefined image parameter with user – defined parameters & storing these two images separately. |
| **h** | It should be able to process the raw image data of CR Reader and have capability of window level adjustment, flipping, rotating, zooming, collimating, annotating, latitude reduction, image noise reduction, grey scale saturation feedback, electronic shuttering, grey scale reversal etc. |
| **i** | It should have provision for customized printing formats in different layouts. |
| **j** | It should have mechanism for printing multiple images in one film, with possibility of slide and true size printing. |
| **k** | It should be able to connect with other DICOM SYTEMS –such as MR work station, CT work station etc. |
| **2.8** | **Dry / Laser Image System** |
| **a** | A Dry laser Imager capable of printing images in high quality. |
| **b** | Printing resolution should be 500 DPI. Or more for all the films sizes. |
| **c** | Processing capacity should be 60 sheets per hour or more. |
| **d.** | Pixel depth architecture / gray scale resolution should be 14. |
| **e** | Image resolution/pixel size should be 100 microns or less. |
| **f** | Time required for first print should be less than 100 sec for 14 inch X 17 inch. |
| **g** | Film loading system should be daylight film loading and there should be no use of chemicals. |
| **h** | It should be able to support at least four standard films size. |
| **i** | It should have automatic quality /density control system to maintain the quality of image printing. |

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| **j** | It should have high speed DICOM print server. |
| **k** | It should have compatibility of networking & connectivity – there should be the provision of direct connectivity to any DICOM MODALITY. |
| **l** | It should be capable of printing in different layouts & formats on single films. Customized layouts & formats should be independent of films sizes. |
| **m** | Image memory should be 512 MB or higher. |
| **n** | Suitable UPS for the total configuration with 30 minutes backup |
| **o** | Should have racks to store the imaging plates / cassettes |
| **3** | **Acessories,Spares and Consumables** |
| **3.1** | **Essential Accessories:** All essential accessories to be provided with the unit. |
| **4** | **Standards, Safety and Training** |
| **4.1** | Should be FDA or CE approved product |
| **4.2** | Calibration/Acceptance test certificate from the factory required. |
| **4.3** | Manufacturer/Supplier should have ISO certification for quality standards. |
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| **7** | **DEEP FREEZER-80 DEGREE** |
| **1** | **Description of Function** |
| **1.1** | Deep Freezers are required to preserve plasma at specified temperature. |
| **2** | **Operational Requirements** |
| **2.1** | Microprocessor controlled Vertical type Freezer |
| **2.2** | Non-CFC refrigerant |
| **2.3** | Range up to -65$^0$C to -85$^0$C(Adjustable) |
| **3** | **Technical Specifications** |
| **3.1** | Vertical type,400lt capacity with built-in chart recorder for 7 days. |
| **3.2** | Digital display of set and actual temperature, with audio visual alarm |
| **3.3** | System should have exterior alarm contacts for connection to remote monitoring system. |
| **3.4** | Construction:Solid rust free cabinet to prevent corrosion and lockable castor wheels. Inner surface should be stainless steel. |
| **3.5** | Refrigeration System: |
| | Heavy Duty refrigeration system, maintenance free, below -80 deg C (+/- 10C) cascaded connection with hermetically sealed refrigeration compressors and reliable refrigeration to minimize noise and vibration, air cooled with security lock to prevent unintentional switch off shall be supplied. It should have maximum cooling time of 4 to 5 hours at maximum ambient temperature of 33deg C.The equipment should be of continuous duty and frost free |
| **3.6** | Insulation: High density polyurethane or equivalent Gaskets – Double seal silicon. |
| **3.7** | Should have automatic defrost facility |
| **3.7** | Door heating system for easy opening of door |
| **3.8** | stainless steel interior,replaceable storage racks |
| **3.9** | **Alarm** |
| | It should also have audio visual electronic alarm System independent of power supply. |
| **4** | **Power Supply** |
| **4.1** | Power input to be 220-240VAC, 50Hz fitted with Indian plug . |

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| **4.2** | Should be supplied with suitable UPS |
| **5** | **Standards, Safety and Training** |
| **5.1** | The quoted model should have FDA/CE/BIS certificate and copy of the same should be enclosed along with the technical bid. |
| **5.2** | Should comply with International Electromagnetic Compliance standards like IEC OR EMC Directives. Electrical safety conforms to standards for electrical safety IEC-60601 / IS-13450 |
| **5.3** | Should have the ISO certification and the copy of the same should be enclosed along with the technical bid. |
| **6** | **Documentation** |
| **6.1** | Two numbers of Complete User/Technical/Maintenance manuals to be supplied in English (Soft copy & Hard copy). The manual should indicate complete functional and circuit diagram. |
| **6.2** | Certificate of calibration and inspection from factory. |

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| **8** | **DEFIBRILLATOR** |
| **1** | **Description of Function** |
| **1.1** | Defibrillator is required for reviving the heart functions by providing selected quantum of<br>electrical shocks with facility for monitoring vital parameters. |
| **2** | **Operational Requirements** |
| **2.1** | Defibrillator should be Bi- Phasic, light weight and latest model |
| **2.2** | Should print the ECG on thermal recorders. |
| **2.3** | Should work on Manual and Automated external defibrillation (AED) mode.<br>Manual selection up to 200 J. |
| **2.4** | Should be capable of doing synchronized & asynchronized cardioversion. |
| **2.5** | Can be operated from mains as well as battery. |
| **2.6** | Should have defibrillator self testing facility. |
| **3** | **Technical Specifications** |
| **3.1** | Should be a Low Energy Biphasic defibrillator monitor with Recorder, having capability to arrest all arrhythmia within a maximum energy of 200 Joules |
| **3.2** | Should monitor ECG through paddles, pads and monitoring electrodes and defibrillate through pads and paddles. |
| **3.3** | Should have Automatic Lead switching to see patient ECG through paddles or leads. |
| **3.4** | Should measure and compensate for chest impedance for a range of 25 to 200 ohms |
| **3.5** | Should have a built-in strip printer/ thermal recorder |
| **3.6** | Should have charging time of less than 5 seconds for maximum energy.Charging indicator should be there. |
| **3.7** | Should have bright display for viewing messages and ECG waveform for 4 seconds. |
| **3.8** | Should have external & internal paddles with paddles contact indicator – for good paddle contact. |
| **3.9** | Single Adult and pediatric paddles should be available. |

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| 3.10 | Should have event summary facility for recording and printing at least 250 events and 50 waveforms |
| **3.12** | Should have a battery capable of usage for at least 90minutes or 30 discharges. |
| **3.13** | Should be capable of printing Reports on Event summary, configuration, self test, battery capacity etc |
| **3.14** | Should have facility for self test/check before usage and set up function |
| **3.15** | Should have non invasive pacing. |
| **4** | **System Configuration Accessories, spares and consumables** |
| **4.1** | Defibrillator with AED – 01 |
| **4.2** | Adult External Paddles with Built in Paediatric External Paddles |
| **4.3** | Patient Cables-02 |
| **4.4** | ECG Rolls-05 |
| **4.5** | ECG electrodes-01 set |
| **4.6** | Gel bottle -05 nos |
| **5** | **Power Supply** |
| **5.1** | Power input to be 220-240VAC, 50Hz Indian plug. |
| **6** | **Standards, Safety and Training** |
| **6.1** | .Should have the ISO certification and the copy of the same should be enclosed along with the technical bid. |
| **6.2** | The quoted model should have FDA/CE/BIS certificate and copy of the same should be enclosed along with the technical bid. |
| **6.3** | Training for staff and support services till familiarity with the system. |
| **7** | **Documentation** |
| **7.1** | Two numbers of Complete User/Technical/Maintenance manuals to be supplied in English (Soft copy & Hard copy). |
| **7.2** | Certificate of calibration and inspection from factory. |
| **7.3** | List of Equipments available for providing calibration and routine maintenance support as per manufacturer documentation in service / technical manual. |

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| **9** | **ECG MACHINE -12 CHANNELS** |
| **1** | **Description of Function** |
| **1.1** | ECG Machine is primary equipment to record ECG Signal in various configuration. 12 channels with interpretation is required for recording and analyzing the waveforms with a special software. |
| **2** | **Operational Requirements** |
| **2.1** | The ECG Machine should be able to acquire all 12 Leads simultaneously and interpret them. |
| **2.2** | Capability to integrate with the HIS and transfer the data throughLAN / Wireless LAN to any other monitoring room / doctors desk.Should be HL-7 compatible for transmitting and receiving data to/fro LAN/HIS |
| **3** | **Technical Specifications** |
| **3.1** | Should acquire simultaneous 12 lead ECG for both adult and pediatric patients |

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| **3.2** | Should have Real time Colour display of ECG waveforms with signal quality indication for each lead |
| **3.3** | Should have Artifact, AC, and low and high pass frequency filters. |
| **3.4** | Should have a storage memory of at least 100 ECGs with easy transfer by optional modem and data card. |
| **3.5** | Should have full screen preview of ECG report for quality assessment checks prior to print. |
| **3.6** | Should have interpretation facility of the amplitudes, durations and morphologies of ECG waveforms and associated rhythm for adult and pediatric patients |
| **3.7** | Should have alphanumeric Keyboard for patient data Entry.<br>(virtual or hard keys) |
| **3.8** | Should have High resolution (200 dpi x500dpi on 25 mm/sec speed) digital array A4 size printer.Should have capablity to print on normal A4 size paper. |
| **3.9** | Should have report formats of 3 x4; 6 x2, Rhythm for up to 12 selected leads; 12 Lead Extended measurements, 1 minute of continuous waveform data for 1 selected lead. |
| **3.10** | The recorder should have DC/AC autoexchange and run minimum of 4 hours on fully charged battery. |
| **3.11** | Should display ECG on LCD/TFT Display of 640x480 pixel resolution. |
| **3.12** | Should be provided with terminal for a good earth connection to preclude electrical disturbances while recording. |
| **3.13** | Baseline auto-adjustable; Rhythm lead selectable |
| **3.14** | Rhythm lead with particular performance of histogram and trend graph for R-R interval |
| **3.15** | Isolated input circuit;Protection against defibrillation and pace making |
| **3.16** | Inner handhold designed for portability |
| **4** | **System Configuration Accessories, spares and consumables** |
| **4.1** | ECG Machine 12Leads with Interpretetion- 01 |
| **4.2** | Patient Cable -02 |
| **4.3** | Chest Electrodes Adult-(set of six) -02 sets. |
| **4.4** | Chest Electrodes Paediatric-(set of six) -02 sets |
| **4.5** | Limb Electrodes(set of 4)- 02 sets |
| **4.6** | Thermal Paper A4 Size for 500 patients |
| **4.7** | Grounding Cable |
| **5** | **Power Supply** |
| **5.1** | Power input to be 220-240VAC, 50Hz fitted with Indian plug and rechargeable battery. |
| **6** | **Standards, Safety and Training** |
| **6.1** | .Should have the ISO certification and the copy of the same should be enclosed along with the technical bid. |
| **6.2** | The quoted model should have FDA/CE/BIS certificate and copy of the same should be enclosed along with the technical bid. |

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| **6.3** | Shall meet the safety requirements as per IEC 60601-2-27:1994—Medical electrical equipment—Part 2: Particular requirements for the safety of electrocardiographic monitoring equipment. |
| **6.4** | Training for staff and support services till familiarity with the system. |
| **7** | **Documentation** |
| **7.1** | Two numbers of Complete User/Technical/Maintenance manuals to be supplied in English (Soft copy & Hard copy). |
| **7.2** | Certificate of calibration and inspection from factory. |

| **10** | **ECHO MACHINE-MID END** |
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| 1 | State of the art latest generation Mid Range Color Doppler system capable of performing whole body (ob/gyn, abdominal, vascular, small parts, musculoskeletal, and tcd imaging applications) with following specifications |
| 2 | 1. System should be offered with following Broad Band width Transducers: ***(price of the transducers should be quoted seperately)*** |
| | (i) Convex Array Transducer (frequency range of 2 to 5 MHz) for Abdominal, Ob/Gyn applications |
| | (ii) Linear Array Transducer (frequency range of 5 to 12 MHz) for Vascular & Small parts Applications |
| | (iii) Intracavitary Transducer (frequency range between 4 to 8 MHz) for Transvaginal applications |
| | iv) Broad Band Phased Array Transducer (frequency range of 4 to 10MHz (+/-2MHz) for Neonatal / Pediatric Imaging applications |
| | (v) Phased array transducer with 2 to 4 MHz for TCD application |
| | (vi Volume 4D Convex Transducer (frequency range of 3-6 MHz) for Real-time 3D Imaging / 4D Imaging -OPTIONAL |
| 2 | Incorporate facility for High resolution 2D, M Mode, PW, CW, Colour Flow Imaging, Power Doppler Angio Imaging modes |
| 3 | 10,000 digital Channels or more, and should be upgradable on the site to higher number of channels. Higher Number of Channels preferred |
| 4 | Employ state of the art Transmit Real Time Compound Imaging Technology with multiple transmitted lines of sight |
| 5 | 256 Grey shades or more |
| 6 | All transducers should have Broad Bandwidth technology for extreme High Resolution 2D Imaging |
| 7 | Frequency range of Transducers should be 2 to 17 MHz or more. The system should be able to capture all frequencies in a single Probe without the need for user selection. |
| 8 | High dynamic range of 180 dB or more. Higher dynamic range will be preferred. |
| 9 | Harmonic Imaging for tissues for hard to image patients. System should be able to work in combined mode of Harmonic Imaging and Real-time Compound Imaging to get excellent Image quality. |

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| **10** | Contrast Harmonic Imaging and should have optimization settings to detect the Contrast Agents. Please specify other advanced Technologies to perform better Contrast Harmonic Imaging |
| **11** | Harmonic imaging in Power Doppler Imaging mode for improved sensitivity and specificity in differentiating blood/agent from tissue |
| **12** | Panoramic Imaging to have an extended field of view of structures. |
| **13** | Support at least three Transducers with universal ports allowing any Transducer to be connected to any port. |
| **14** | A High resolution Fully Articulating Non Interlaced flicker free, anti glare, Flat Panel Display of 17 inches or more, with tilt and swivel facility. |
| **15** | Fully Articulating control Panel including Height, swivel & slide adjustments. |
| **16** | A very high frame rate of 500 or more frames per second |
| **17** | Facility for zoom (real-time and frozen image) and manipulation of Image through pre processing and post processing with cine loop viewing of Images of all modes. |
| **18** | Cine-loop review facility in individual and mixed modes with memory upto minimum of 800 images and 100 seconds of M Mode data. |
| **19** | Facility of digital storage and retrieval of B/w & Color image data (both frozen and cine loops) on built in as well as removable media (CD &/or DVD) |
| **20** | Power Doppler Angio Imaging for perfusion studies should be available for visualization of flow in small vessels and should be supported by all transducers. |
| **21** | Capable of performing 4D Imaging with special volume Transducers with capability for Fetal Echocardiography. |
| **22** | Advanced 3D Imaging package with the following facilities; a) Multiplanar views on regular Transducers (non Volume) b) Surface Rendering and Volume Rendering Tools |
| **23** | System should have facility to be upgraded |
| | **Acessories** |
| | B/w Thermal Printer of latest model |
| | Color laser Printer for direct printing of Images from the system |
| | Latest generation Processor PC with Frame grabber |
| | Biopsy attachment for the Convex, Linear & the TV/TR probes |
| | UPS of appropriate rating with 30 mins back up |
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| **11** | **PORTABLE ELECTRONIC BALANCE-0.01 mg to 100 g** |
| | **Specification** |
| | Microprocessor based single pan analytical balance with high accuracy and precision is required. |
| | Auto-self calibration facility. |
| | Auto zero setting. |
| | One touch calibration. |
| | Weighing capacity upto 100 gms. |
| | Readability and repeatability 0.01 mg |
| | Stabilization time < 5 sec |
| | Liquid crystal display (LCD) for display. |

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| | Should have battery back up. |
| | **Power Supply** |
| | Power input to be 220-240VAC, 50Hz fitted with Indian plug |
| | **Standards, Safety and Training** |
| | Manufacturer should have the ISO certification and the copy of the same should be enclosed along with the technical bid. |
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| **12** | **ELISA READER & WASHER** |
| **1** | **Description of Function** |
| **1** | ELISA Reader is required to Read the Color Density known as OD(Optical Density) in ELISA (Enzyme Linked Immuno-Sorbent Assay.)Plates.Washer is for rapidly washing the micropates. |
| **1.1** | **Specifications for ELISA reader** |
| **2.1** | Should have a wavelength range of 400-750nm |
| **2.2** | Should have half bandwidth of filters less than 10mn |
| **2.3** | Should have optical system tunable at any wavelength for 400-750mn or optical filters 405nm, 450mn,490mn,530mn |
| **2.4** | Should have a read out range of absorbance 0 to 3.5 Abs |
| **2.5** | Should have a resolution of 0.001 Abs |
| **2.6** | Should have light course of quartz tungsten halogen lamp |
| **2.7** | Should have an accuracy ± 2.0% and ±0.007 Abs unit. |
| **2.8** | Should have alphanumeric LCD display |
| **2.9** | Should have option of external printers |
| **2.10** | Should have reading time of less then 12 seconds for 96 wells. |
| **2.11** | Should have linear shaking of plate facilities |
| **2.12** | Should be able to run power supply 230V± 10 % AC ,50 HZ |
| **2.13** | Original literature should be supplied with the quotation |
| **2.B** | **Specifications for ELISA washer** |
| **2.1** | Should have 8 channels or 12 channels interchangeable co-axial wash heads |
| **2.2** | Should have inbuilt vacuum pump with auto shut off mode |
| **2.3** | Should have programmable cards for washes, soak times volume and pause time |
| **2.4** | Should have fully automated microplate washer for rapid and effective washing of all types of ELSA flat, U or V bottom plates and coated assays |
| **2.5** | Residual volume should be less than 5µl/well |
| **2.6** | Precision should be 5% |
| **2.7** | Operating cycle should be continuous |
| **2.8** | Volume of waste bottle should be minimum of 2 litres each |
| **2.9** | Original literature should be supplied along with quotation |
| **3** | **Standards, Safety and Training** |
| **3.1** | Should be FDA/CE approved product |
| **3.2** | Calibration/Acceptance test certificate from the factory required. |
| **3.3** | Manufacturer/Supplier should have ISO certification for quality standards. |
| **4** | **Documentation** |
| **4.1** | User/Service Manual in English ( Both soft and hard copy ) 2 Nos must be provided |

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| **4.2** | Compliance Report to be submitted in a tabulated and point wise manner clearly mentioning the page/para number of original catalogue/data sheet.Any point ,if not substantiated with authenticated catalogue/manual, will not be considered. |
| **4.3** | List of Equipments available for providing calibration and routine Preventive Maintenance Support. as per manufacturer documentation in service/technical manual. |
| **4.4** | List of important spare parts and accessories with their part number and costing. |
| | |
| **13** | **VIDEO ENDOSCOPY SYSTEM** |
| **1** | **Description of Function** |
| 1.1 | The VideoEndoscopy Complete System contains a lens and a light source that allows the endoscopist to view images on a monitor where it is magnified many times so the endoscopist can see small changes in the tissues. |
| **2** | **Operational Requirements** |
| 2.1 | It should also contains channels that allow the endoscopist to take biopsies and introduce or withdraw fluid, air and instruments and should be supplied with all accessories. |
| **3** | **Technical Specifications** |
| 3.1 | **Upper GI Scope (Adult )** |
| | 1. Direction of view should be zero degree. |
| | 2. Minimum of 130 degree of field of view. |
| | 3. Range of observation atleast from 5 mm to 90 mm. |
| | 4. Angulations of tip up at least 180 degrees and down 90 degrees with right and left movement of at least 100/100 degrees. |
| | 5. Insertion tube diameter of less than 10 mm . |
| | 6. Distal end diameter of not more than 10.5 mm |
| | 7. Instrument channel of more than 2.5 mm |
| | 8. Working length of not less than 1000mm |
| | 9. Should be compatible with the video system specified |
| 3.2 | **Upper GI Scope(Pediatrics)** |
| | 1. Direction of view should be zero degree. |
| | 2. Minimum of 130 degree of field of view. |
| | 3. Range of observation atleast from 5 mm to 90 mm. |
| | 4. Angulations of tip up at least 180 degrees and down 90 degrees with right and left movement of at least 100/100 degrees. |
| | 5. Insertion tube diameter of less than 7 mm . |
| | 6. Distal end diameter of not more than 10.5 mm |
| | 7. Instrument channel of more than 2.5 mm |
| | 8. Working length of not less than 1000mm |
| | 9. Should be compatible with the video system specified |
| 3.3 | **Lower GI Scope(Adult)** |
| | 1.Direction of view should be zero degree. |
| | 2. Minimum of 130 degree of field of view. |
| | 3. Range of observation at least from 5 mm to 90 mm. |

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| | 4. Angulations of tip up at least 180 degrees and down 90 degrees with right and left movement of at least 100/100 degrees. |
| | 5. Inner diameter optimal |
| | 6. Distal end diameter of not more than 10.5 mm |
| | 7. Instrument channel of more than 2.5 mm |
| | 8. Working length of not less than 2000mm |
| | 9. Should be compatible with the video system specified |
| | 10.Endotherapy compatible |
| | 11.Fully immersible in disinfectant solution |
| 3.4 | **Lower GI Scope(Pediatric)** |
| | 1. Direction of view should be zero degree. |
| | 2. Minimum of 130 degree of field of view. |
| | 3. Range of observation atleast from 5 mm to 90 mm. |
| | 4. Angulations of tip up at least 180 degrees and down 90 degrees with right and left movement of at least 100/100 degrees. |
| | 5. Inner diameter optimal |
| | 6. Distal end diameter of not more than 10.5 mm |
| | 7. Instrument channel of more than 2.5 mm |
| | 8. Working length of not less than 1500mm |
| | 9. Should be compatible with the video system specified |
| | 10.Endotherapy compatible |
| | 11.Fully immersible in disinfectant solution |
| 3.5 | **DUODENO VIDEOSCOPE (Side viewing for ERCP)** |
| | 1. Field of vision more than 100 deg. |
| | 2. Direction of view 5deg backward / oblilque |
| | 3, Depth of view app 5-50 mm |
| | 4. Distal end outer diameter not exceeding 13.5 |
| | 5. Insertion tube outer diameter not exceeding 13 mm |
| | 6. Bending angulation should be at least up 120 deg, down 90 deg, Right 110 deg Left 90 deg |
| | 7. Working length not below 1200 mm |
| | 8. Instrumental channel not less than 4 mm |
| | 9. Compatible with video system specified. |
| 3.6 | **SIGMOIDOSCOPE** |
| | Viewing Direction Forward |
| | Observation range 4-100 mm |
| | Field of view 140 degree |
| | Distal and Diameter 12.8 mm |
| | Flexible portion diameter 12.8 mm |
| | Bending Capability<br><br>Up 180 degree,Down 180 degree<br><br>Left 160 degree |

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| | Right 160 degree |
| | Forceps channel diameter 3.8 mm |
| | Working length 790 mm |
| | Total length 1090 mm |
| 3.7 | **CCD Camera** |
| | 1. Should be High definition digital circuitry 3 chip camera |
| | 2. Should have electronic zooming |
| | 3. Should have Small and ergonomic camera head for superior control. |
| | 4. Should have Four button camera head design – control of six functions from the camera head. |
| 3.8 | **Video processor , light source & Monitor** |
| | 1. Power supply 200-240 V A/C |
| | 2. PAL type video signal. |
| | 3. Controls for color adjustment, to enhancement and balance settings. |
| | 4. Controls to freeze images, enhance a portion of frozen image (zoom & post-processing). |
| | 5. Patient and physician data input key board.. |
| | 6. Operates on 300W Xenon lamp with back up lamp |
| | 7. Should have Automatic Brightness Control for the light source |
| | 8. Compatibility with the gastro scope and colonoscope duodenoscope and Enteroscope |
| | 9. 19" LCD colour monitor with XGA resolution. |
| **4** | **System Configuration Accessories, spares and consumables** |
| 4.1 | System as specified |
| 4.2 | 1. Biopsy forceps :3 each |
| | 2. Foreign body grasper (basket type) 2 |
| | 3. Polypectomy snare:2 |
| | 4. Standard tip canula:2 types – 10 each |
| | 5. Sphincterotome for side viewing duodenoscope only (wire guided triple lumen) – 10 |
| | 6.Mechanical lithotripter :5 |
| | 7. Polypectomy cautery system :1 |
| | 8.Guide wires 2 types ( 0.025 "F, 0.035 F" in diameter ); length 450 cm, non-kinkable with stripes to detect movement – 5 |
| | 9.Basket for retrieving stones with memory filaments – 5 |
| | 10.Balloons 11mm diameter and wire guided – 5 |
| | 11.Double pigtail stents – 7 cm, 10 cm long; 7 F and 10 F diameter – each 10 |
| | 12.Stents – straight 7 F and 10F; 7 cm and 10 cm long – each 10 in number |
| | Should supplied with a suitable trolley |
| **5** | **Power Supply** |
| 5.1 | Power input to be 220-240VAC, 50Hz |

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| 5.2 | Online UPS of suitable rating with voltage regulation and spike protection for 30minutes back up. |
| **6** | **Standards, Safety and Training** |
| 6.1 | Munufacurer should have ISO certification |
| 6.2 | Product should be CE/BIS approved |

| **14** | **HIGH END MICROSCOPE WITH CAMERA** |
|---|---|
| **1** | Frame |
| **2** | Optical system – Infinity corrected optical system |
| **3** | Focus - Stage height movement by roller guide (rack & pinion), stroke with coarse adjustment limit stopper, Stage mounting position variable, high sensitivity fine focusing knob. |
| **4** | Illuminator - Built-in Koehler illuminator for transmitted light, LED light source and built-in filters. |
| **5** | Revolving nosepiece Interchangeable reversed quintuple nosepiece. |
| **6** | Observation tube |
| **7** | Wide field trinocular, inclined 30°. |
| **8** | Stage |
| **9** | Spill resistant, coaxial stage with left or right hand low drive control: with rotating mechanism and torque adjustment mechanism. |
| **10** | Condenser |
| **11** | Swing out Achromatic (N A. 0.9), for 1.25X- 100X (swing-out: 1.25X-4X) |
| **12** | Objectives |
| **13** | 4x, 10x, 20x, 40x, 100x |
| **14** | 40x and 100x should be spring loaded |
| **15** | Camera |
| **16** | Photo system with beam splitter. |
| **17** | Digital color CCD camera with suitable mount. |
| **18** | **Camera specification – 2/3‖ CCD 5 MP or better, 12bit, USB interface.** |
| **19** | Image management software with High Resolution TFT Monitor & Computer |
| **20** | Computer specification –Intel I5 3rd generation processor ,8GB RAM ,500GB hard disk, licensed operating system and HD LED display screen. |
| **21** | The product should be CE or FDA certified. |

| **15** | **HOT AIR OVEN** |
|---|---|
| **1** | **Description of function** |
| **1.1** | Hot Air Oven is required for heating a sample under controlled conditions. |
| **2** | **Operational Requirements** |
| **2.1** | Microprocessor based system with PID-temperature controller with integrated auto diagnostic system with fault indicator. |
| **2.2** | Thermostatically controlled system. |
| **3** | **Technical Specification** |

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| **3.1** | External: Stainless Steel Casing .Insulated stainless steel door with locking and rear zinc-plated steel |
| **3.2** | Interior - w x h x d: 40mm x 45mm x 30 mm, 55 liters app (all dimensions will have a tolerance of 5 mm) easy-to-clean interior, made of stainless steel, with supports on the three sides for three adjustable perforated stainless steel shelves. |
| **3.3** | Forced air circulation by quiet air turbine/Fan to ensure uniform temperature |
| **3.4** | Fitted with load indicator and safety thermostat take over indicator lamp. LCD/LED Indicator |
| **3.5** | Temperature Variation +/- 1 deg C. |
| **3.6** | Temperature Range- ambient to 250 deg C. |
| **4** | **System Configuration Accessories, spares and consumables** |
| **4.1** | Stainless Steel Trays – 2 Nos. |
| **4.2** | Should provide available spares and consumables |
| **5** | **Power Supply** |
| **5.1** | Power input to be 220-240VAC, 50Hz/440V 3 Phase as appropriate fitted with Indian plug |
| **6** | **Standards and Safety** |
| **6.1** | Electrical safety conforms to standards for electrical safety IEC-60601 /IS-13450 |
| **6.2** | Manufacturer/Supplier should have ISO certification for quality standards. |

| **16** | **LABORATORY INCUBATOR** |
|---|---|
| **1** | **Description of Function** |
| **1.1** | Used to grow and maintain microbiological cultures or cell cultures. The incubator maintains optimal temperature, humidity and other conditions such as the carbon dioxide (CO2) and oxygen content of the atmosphere inside. |
| **2** | **Operational Requirements** |
| **2.1** | Microprocessor based Incubator for laboratory application having temperature ranging from ambient to 100ºC |
| **3** | **Technical Specifications** |
| **3.1** | Should be double walled with stainless steel inner chamber having a minimum of two inner stainless steel shelves with holes and powder coated outer surface. |
| **3.2** | Inner chamber should be fabricated with ribs for adjusting shelves to convenient height. |
| **3.3** | Should have a minimum of chamber size of (L*B*H) of 450*450*450mm. |
| **3.4** | Should be provided with three side heating elements. |
| **3.5** | Should have air circulating fan (Which can be turn ON/OFF on demand) for uniform temperature on all shelves. |
| **3.6** | Should have double door with inner glass door. |
| **3.7** | Should provide with a microprocessor based digital temperature controller with digital display. |
| **3.8** | Should have synthetic rubber gasket/asbestos at the door. |
| **3.9** | Should have temperature alarm. |
| **3.10** | Air ventilators should be provided on both sides on the top. |
| **4** | **Standards, Safety and Training** |

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| **4.1** | Should be CE / BIS approved product |
| **4.2** | Manufacturer/Supplier should have ISO certification for quality standards. |
| **5** | **Documentation** |
| **5.1** | User/Service Manual in English ( Both soft and hard copy ) . |

| **17** | **LABORATORY AUTOCLAVE** |
|---|---|
| **1** | **Description of Function** |
| **1.1** | Autoclaves are required for sterilizing an object in high temperature and high-pressure steam.Suitable for laboratory applications. |
| **2** | **Operational Requirements** |
| **2.1** | Autoclave should be table top and front loading with fully automatic micro processor / microcontroller based control, highly accurate pressure control switch and stainless steel sterilization chamber. |
| **2.2** | Autoclave with a powerful double head vacuum pump to eject air pockets from the chamber at the beginning and at the end of the cycle suitable for the sterilization of both S2 and N type loads both wrapped and unwrapped instruments. |
| **3** | **Technical Specifications** |
| **3.1** | It should have digital timer for wet and dry cycle. Minimum 10 sterilization cycles both for wrapped as well as unwrapped instruments, for flash sterilization, open, packed, liquids. |
| **3.2** | It should also have silicon rubber ring gasket in the door for locking (to prevent sudden opening of the door) The closing and locking of the door should be completely automatic |
| **3.3** | Auto draining facility for reservoir tank water with separate tank for used and fresh water. |
| **3.4** | An alarm should be provided to ring after the total command is over |
| **3.5** | Auto Equalizer of pressure must be in the chamber for easy opening. |
| **3.6** | Digital temperature and pressure gauges. |
| **3.7** | Control panel to select cycle settings with LCD Display and water level indicator. |
| **3.8** | Nominal capacity app 20-25 liters |
| **3.9** | Pressure range: 1.2 kg./cm2 (121 deg C) to 2 Kg. /cm2 (134 deg C) |
| **3.10** | System should be operated with a high vacuum pump. Thermodynamic vacuum creation will not be considered. |
| **3.11** | Integrated printer for printing of the reports |
| **3.12** | Should be supplied with a water deionizer to be connected directly to the tap water. |
| **3.13** | Autoclave should execute Vacuum test Bowie & Dick Test & Helix Test. |
| **4** | **System Configuration Accessories, spares and consumables** |
| **4.1** | Laboratory Autoclave-01 no |
| **4.2** | Should be supplied with all standard acessories for normalization of the product. |
| **5** | **Power Supply** |
| **5.1** | Power input to be 220-240VAC, 50Hz/440V 3 Phase |
| **6** | **Standards and Safety** |
| **6.1** | Electrical safety conforms to standards for electrical safety IEC-60601 /IS-13450 |
| **6.2** | Should be FDA or CE or ISI approved product |

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| **6.3** | Should be compliant to ISO 13485: Quality systems – Medical devices |

| **18** | **LABORATORY REFRIGERATOR - 400 L.** |
|---|---|
| **1** | **Description of Function** |
| **1.1** | For storing blood plasma and other blood products, vaccines, other medical or reagents. Also to cool samples or specimens for preservation . For faster pull-down and recovery times, it should have a bypass refrigeration and microprocessor-based controls |
| **2** | **Technical Specifications** |
| **2.1** | Laboratory refrigerator should have capacity of 400 Litres. |
| **2.2** | Temperature range from 2 deg C to 8 deg C. |
| **2.3** | It should have galvanized sheet steel construction, powder coated and adjustable feet. |
| **2.4** | No welded joint to be exposed for rusting. |
| **2.5** | Insulation of high-grade pressure – foam material. |
| **2.6** | Lockable door with tight sealing surround to prevent cold loss. |
| **2.7** | Automatic defrosting and condensed melt water evaporation. |
| **2.8** | Re-circulating air-cooling system. |
| **2.9** | Control panel with thermometer, main switch and temperature selection. |
| **2.1** | Hermetically enclosed, low noise, vibration proof/low vibration compressor. |
| **2.11** | Visual and a caustic signal alarm system. |
| **2.12** | Epoxy coated outside finish and GS interior. |
| **2.13** | Low noise, automatic defrosting, CFC free & HCFC free. |
| **2.14** | Should be CFC free. |
| **2.15** | Digital temperature display should be provided. |
| **2.16** | Power input to be 220-240VAC, 50Hz. |
| **2.17** | Should be CE or FDA or BIS approved product |

| **19** | **PH METER-DIGITAL** |
|---|---|
| 1 | Should have up to 6 point calibration with auto-buffer recognition . |
| 2 | Should be Quick, easy electrode diagnosis with multiple pH slopes and offset display. |
| 3 | Should have Non-volatile memory holds up to 500 data points – time and date – stamped for GLP compliance |
| 4 | Should calibrate with up to 5 custom pH buffers – use any pH values that are ≥1.0 pH unit apart. |
| 5 | Should have Cal-due alarm – no more out – dated calibrations |
| 6 | Should have auto-logging function for convenient continuous monitoring |
| 7 | Should have password protection for setup and calibration |
| 8 | Should have pH Range up to 20,000 pH |
| 9 | Should have Resolution / Accuracy of 0.1 mV ; ± 0.2 mV. |
| 10 | Should have Temp.Range from 0.0 to 1000 C / 32.0 to 212.00F |
| 11 | Should have ATC Probe |
| 12 | Should have Buffer sets |
| 13 | Should have Power Requirements of 100 /240 VAC SMPS Power Adapter , 9V, 6W |

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| 14 | Should have output Rs. 232C (via cable) |
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| 20 | SPIROMETER |
|---|---|
| | Capability to measure FVC , VC , MVV , VT , FEVI , FEV6 , FEVI/FEV6 , PEF , PIF , FEF25-75 , FEVI/VC% , MEF25% , MEF50% , MEF75% , MVV |
| | Interference with standard desktop/laptop computer |
| | Meets current ATS recommendations on equipment accuracy. |
| | Volume measurement 0 to 8 litres |
| | Flow measurement 0 to 15L/sec |
| | Real-time Flow/volume and volume/time traces on the computer Screen |
| | Overlaying of previous test curves for comparison |
| | Capability to store pre- and post-bronchodilator measurements in the same record |
| | Temperature sensor; internal temperature sensor for automatic BTPS. |
| | Capability to store atleast 500 patient test results. |
| | Capability to select and modify prediction equations. |
| | Automatic diagnosis facility |
| | Facility for report generation through an external printer |
| | Customizable report printout format |
| | 10 adult resuable mouthpieces and 10 paediatric resuable mouthpieces |
| | Specification for Laptop: Intel corei3 or higher with 4 GB RAM , 500 GB HDD , with DVD writer , 17"monitor with latest operating system . Price should be quoted seperately. |
| | Should be supplied with all acessories and consumables required for normalization of the product. |

| 21 | STRESS TEST SYSTEM WITH TMT |
|---|---|
| 1 | **Description of Function** |
| | Exercise stress testing system is used to evaluate myocardial function like automatic arrhythmia detection, ST-segment analysis, and T-wave analysis, in conjunction with a treadmill . |
| 2 | **Operational Requirements** |
| | Complete system with PC, Software, TMT and necessary cables is required. |
| 3 | **Technical Specifications** |
| | System should acquire and analyze 12 lead ECG. |
| 3.1 | System should be based on Windows platform with21" LCD color monitor , 400 GB HDD, 2 GB RAM, CD/ DVD -RW and Mouse. |
| 3.2 | Should have an emergency stop switch which can be operated by patient in case of emergency. |
| 3.3 | Should provide standard full interpretation of ECG with reasoning. |
| 3.4 | Should have display of real time 12 lead diagnostic quality ECG waveform, average complexes beat of all 12 leads with superimposed color comparison along with digital value of ST level and slope. The graph should be displayed on recording paper. |

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| **3.5** | Should have automatic detection, display, storage and review of arrhythmia, Heart Rate, Double Product and METS. It should have online HR METs and ST running trends available on the screen during exercise. |
| **3.6** | Should have filters for line frequency and special filters to reduce noise and baseline artifacts without compromising the ECG frequency response. |
| **3.7** | System should have full disclosure, play back, review and storage of patient ECG raw data for unlimited numbers depending upon size of the hard disk. The unit should have the ability to readjust "J-ST" interval measurement + 1 m sec points and genera |
| **3.8** | System should provide multiple and customizable printing formats as per user's choice on A-4 size high resolution thermal printer for online real time printings.Compatible laser printer for printing reports on plain paper also to be supplied. |
| **3.9** | System must have ECG trigger output to interface with external automatic devices. |
| **3.1** | Heavy Duty Treadmill : Noise free TREADMILL with speed ranging from 0.5 to 20 kmph and grade of 0 – 22%. |
| **4** | **System Configuration Accessories, spares and consumables** |
| **4.1** | System as specified |
| **4.2** | All consumables required for installation and standardization of system to be given free of cost. |
| **4.3** | Trolley |
| **5** | **Power Supply** |
| **5.1** | Power input to be 220-240VAC, 50Hz |
| **5.2** | Suitable Servo controlled Stabilizer/CVT |
| **6** | **Standards, Safety and Training** |
| **6.1** | .Should have the ISO certification and the copy of the same should be enclosed along with the technical bid. |
| **6.2** | The quoted model should have FDA/CE/BIS certificate and copy of the same should be enclosed along with the technical bid. |
| **7** | **Documentation** |
| **7.1** | Two numbers of Complete User/Technical/Maintenance manuals to be supplied in English (Soft copy & Hard copy). |
| **7.2** | Certificate of calibration and inspection from factory. |

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| **22** | **VDRL SHAKER** |
| **1** | **Description of Function** |
| **1.1** | For rotating slides for VDRL tests |
| **2** | **Operational Requirements** |
| **2.1** | Should have rotation in horizontal plane |
| **3** | **Technical Specifications** |
| **3.1** | Platform size 12" X 12" for keeping reaction trays. |
| **3.2** | Timer with 0 to 60 minutes for control of shaking duration with 1 minute interval. |
| **3.3** | Should have built in speed regulator with maximum speed of 150-180 rpm. |
| **3.4** | It is regulated by a DC motor without any noise and vibration. |
| **3.5** | Should have a digital display |

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| **4** | **System Configuration Accessories, spares and consumables** |
| **4.1** | System as specified- |
| **5** | **Power Supply** |
| **5.1** | Power input to be 220-240VAC, 50Hz |
| **6** | **Standards, Safety and Training** |
| **6.1** | The quoted model should have FDA/CE/BIS certificate and copy of the same should be enclosed along with the technical bid. |
| **6.2** | Electrical safety conforms to standards for electrical safety IEC-60601-1 General Requirements |
| **6.3** | Should have the ISO certification and the copy of the same should be enclosed along with the technical bid. |
| **7** | **Documentation** |
| **7.1** | Two numbers of Complete User/Technical/Maintenance manuals to be supplied in English (Soft copy & Hard copy). The manual should indicate complete functional and circuit diagram |
| **7.2** | Certificate of calibration and inspection from factory. |

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| **23** | **WATER BATH** |
| **1** | **Description of Function** |
| **1.1** | A device for regulating the temperature of anything subjected to heat, by surrounding the vessel containing it with another vessel containing water which can be kept at a desired temperature; also, a vessel designed for this purpose |
| **2** | **Technical Specification** |
| **2.1** | Should be rectangular & volume within 20-25 liters |
| **2.2** | Should be double walled chamber with inner chamber made of stainless steel and the outer is made of thick sheet and duly powder coated. |
| **2.3** | The cavity between the two chambers should be filled with high quality mineral glass wool. |
| **2.4** | Temperature should be controlled at increments of 1º C or less and is controlled by thermostat from room temperature to 100º C with an accuracy of ± 1º C. |
| **2.5** | Heating should be provided with immersion type heater 100 watts capacity. |
| **2.6** | It should be supplied with the drain facility of the bath contents |
| **2.7** | Should provide with a microprocessor based variable digital temperature controller with digital display. |
| **2.8** | Mercury thertometer to read up 100º C. |
| **2.9** | Should have a water circulatory device. |
| **2.10** | Should have warning alarm for deviation from the set temperature. |
| **2.11** | Should have an inbuilt timer. |
| **2.12** | Easy-to-maintain, corrosion resistant construction |
| **2.13** | Should have over-temperature protection |
| **3** | **Acessories,Spares and Consumables** |
| **3.1** | Should be supplied with removable stainless trays for accommodating test tubes and flasks to fit the water bath. |
| **4** | **Standard,Safety and Training** |

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| **4.1** | Product should be CE/BIS certified. |
| **4.2** | The manufacturer should have ISO certification. |
| **4.3** | Warranty as per tender condition |
| **5** | **Documentation** |
| **5.1** | Two numbers of Complete User/Technical/Maintenance manuals to be supplied in English (Soft copy & Hard copy). The manual should indicate complete functional and circuit diagram. |
| **5.2** | Certificate of calibration and inspection from factory. |

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| **24** | **X RAY UNITS** |
| **1** | **Description of Function** |
| | Used for Radiography of abdomen, limbs, skeleton, head, chest and other parts in supine position, lateral position |
| **2** | **Technical Specification** |
| **2.1** | **Generator:** |
| **a** | Generator should be high frequency/inverter type for constant output. |
| **b** | Max KVp : 125 |
| **c** | Max mA: 500 mA |
| **d** | Should have 500 mA at 100 KVp and 320mA at 125 KV. |
| **e** | It should have automatic exposure control device. |
| **f** | It should have digital display of KV & mAs. |
| **g** | Anatomical programming radiography should be possible. |
| **h** | It should have over loading protection. |
| **2.2** | **X – Ray Tube and Collimator:** |
| **a** | The x-ray tube should be rotating anode high speed, compatible with the generator and must have dual focus. Focal spots of following sizes: |
| | Large Focus: 2.0 mm or less. |
| | Small Focus: 1.2 mm or less . |
| | Tube with anode heat storage capacity 250 KHU or more. |
| **b.** | Should have Motorized collimator, having additional filters ( for Dose Reduction) and auto shut provision for the light. |
| **2.3** | **X – Ray Table:** |
| **a** | Horizontal table with floating table top. |
| **b.** | It should have transverse $\pm$ 10 cm or more and longitudinal movements $\pm$ 35 cm or more with electromagnetic brakes. |
| **c** | It should be radiolucent table top with negligible x-ray absorption, stain free, break resistant and water proof. . |
| **d.** | It should be provided with bucky which can hold all standard sizes of cassettes upto 14”x17”. |
| **e** | Bucky should have a grid ratio 12:1 or more with 40 lines per cm. |
| **3** | **Acessories,Spares and Consumables** |
| **3.1** | **Essential Accessories:** All essential accessories to be provided with the unit. |
| **a** | Three fold X ray Protective barrier-1 |

| | |
|---|---|
| **b** | Lead Apron 0.5 mm lead equivalence with Thyroid Guard-2 |
| **c** | Cassette storage box |
| **d** | Apron Hanger to accommodate 2 Aprons |
| **4** | **Standards, Safety and Training** |
| **4.1** | Unit should be type approved by AERB (Atomic Energy Regulatory Board) for Radiation Safety. |
| **4.2** | Should be FDA or CE approved product |
| **4.3** | Calibration/Acceptance test certificate from the factory required. |
| **4.4** | Manufacturer/Supplier should have ISO certification for quality standards. |
| **5** | **Documentation** |
| **5.1** | User Manual in English |
| **5.2** | Service manual in English |
| **5.3** | Must submit user list and performance report within last 5 years from major hospitals. |
| | |
| **25** | **LED X RAY FILM VIEWER-DOUBLE PANEL** |
| | The X-Ray Viewer should be Ultra Thin & the thickness should not be more than 4.5 cm. |
| | It can be mounted on wall |
| | It should have Brightness Adjustable & on/off switch for individual Panel. |
| | It should have Automatic Film Sensor and power Saving Mode for individual Panel. |
| | It should have LED Technology and the lamp life should be more than 90,000 hours. |
| | It should have illuminance of minimum 3000 Lux. |
| | It should view two 14" x 17" X-Ray on one Panel |

# GENERAL TECHNICAL SPECIFICATIONS

## GENERAL POINTS:

1. Warranty:

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

3. Training:

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

4. Annual Comprehensive Maintenance Contract (CMC) of subject equipment with Turnkey:
   a) The cost of Comprehensive Maintenance Contract (CMC) which includes preventive maintenance including testing & calibration as per technical/ service /operational manual of the manufacturer, labour and spares, after satisfactory completion of Warranty period may be quoted for next 5 years on yearly basis for complete equipment (including Batteries for UPS, other vacuumatic parts wherever applicable) and Turnkey (if any). The supplier shall visit each consignee site as recommended in the manufacturer's technical/ service /operational manual, but at least once in six months during the CMC period
   b) The cost of CMC may be quoted along with taxes applicable on the date of Tender Opening. The taxes to be paid extra, to be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later.
   c) Cost of CMC will be added for Ranking/Evaluation purpose. The same will be taken at Net Present Value with a 10% discounting factor each year.
   d) The payment of CMC will be made on six monthly basis after satisfactory completion of said period, duly certified by end user on receipt of bank guarantee for 2.5 % of the cost of the equipment as per Section XV valid till 2 months after expiry of entire CMC period.
   e) There will be 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.

***Turnkey:***

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

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

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

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

**Note 2:** General: Bidders are requested to make sure that they should attach the list of 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 Centres across the country on every preventive maintenance call.

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

## SECTION – VIII

# Quality Control Requirements

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

Tender Reference No.

Date of opening

Time

Name and address of the Tenderer:

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

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

02 Plant and machinery details

03 Manufacturing process details

04 Monthly (single shift) production capacity of goods quoted for
- a. normal
- b. maximum

05 Total annual turn-over (value in Rupees)

06 Quality control arrangement details
- a. for incoming materials and bought-out components
- b. for process control
- c. for final product evaluation

07 Test certificate held
- a . type test
- b . BIS/ISO certification
- c . any other

08 Details of staff
- a. technical
- b skilled
- c unskilled

**Signature and seal of the Tenderer**

## SECTION – IX

# Qualification Criteria

01. The tenderer must be a manufacturer or Authorized agent. Manufacturer may authorise their agent as per proforma of Manufacturer authorization form as given in the tender enquiry document to quote and enter into a contractual obligation.

02. 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.

**Note**

1. In support of 2, 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, along with 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 and quantity of ordered goods and services | Value of order (Rs.) | Date of completion of Contract | | Remarks indicating reasons for delay if any | Have the goods been functioning Satisfactorily (attach documentary proof)** |
|---|---|---|---|---|---|---|---|
| | | | | As per contract | Actual | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| | | | | | | | |

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

**Signature and seal of the Tenderer**

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

## FORMAT OF PERFORMANCE CERTIFICATE

**To whom it may concern**

**Date_____**

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

**Place:_____**
**Date:_____**

**Name & Designation of the officer with seal_____**

**_____**

**(in capital letters)**

## SECTION – X

# TENDER FORM

Date_____

To

**Chief Biomedical Consultant, HLL Lifecare Ltd, (A Government of India Enterprise), Dept of Biomedical Engineering, Tenra-22, Palathinkara, TC 24/606, Thycaud, Thiruvananthapuram-695014, Kerala.**

Ref. Your TE document No. _____dated _____

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

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

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

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

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

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

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

**(Signature with date)**

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

# SECTION – XI PRICE SCHEDULE

## PRICE SCHEDULE FOR DOMESTIC GOODS OR GOODS OF FOREIGN ORIGIN LOCATED WITHIN INDIA

| 1 | 2 | 3 | 4 | 5 | | | | | | | 6 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Schedule | Brief Description of Goods | Country of Origin | Quantity (Nos.) | Price per unit (Rs.) | | | | | | | Total Price (at Consignee Site) basis (Rs.) |
| | | | | 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 charges (d) | Insurance charges for a period including 3 months beyond date of delivery, loading/ unloading and Incidental costs till consignee's site (e) | Incidental Services (including Installation & Commissioning, Supervision, Demonstration and Training) at the Consignee's site (f) | Unit Price (at Consignee Site) basis (g) =a+b+c+d+e+f | 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

ers

**Name**_____

**Business Address**_____

**Place: _____** **Signature of Tenderer**_____

**Date: _____** **Seal of the Tenderer**_____

# SECTION – XII PRICE SCHEDULE

## B) PRICE SCHEDULE FOR ANNUAL COMPREHENSIVE MAINTENANCE CONTRACT AFTER WARRANTY PERIOD

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

*** After completion of Warranty period**

NOTE:-

1. The cost of Comprehensive Maintenance Contract (CMC) which includes preventive maintenance including testing & calibration as per technical/ service /operational manual, labour and spares, after satisfactory completion of Warranty period may be quoted for next 5 years on yearly basis for complete equipment and Turnkey (if any).
2. The cost of CMC may be quoted along with taxes applicable on the date of Tender Opening. 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.
3. The cost of CMC should also include annual calibration charges for next 5 years.The calibration charges included in the cost of CMC should be shown separately.
4. Cost of CMC will be added for Ranking/Evaluation purpose.
5. The payment of CMC will be made as per clause GCC clause 21.1 (D).
6. All software updates should be provided free of cost during CMC period.
7. 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**_____

**Place:** _____ **Signature of Tenderer**_____

**Date:** _____ **Seal of the Tenderer**_____

# SECTION – XI PRICE SCHEDULE

**C) PRICE SCHEDULE FOR TURNKEY**

| Schedule No. | BRIEF TURNKEY DESCRIPTION OF GOODS | CONSIGNEE CODE | Turnkey price |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |

**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**_____

**Place: _____** **Signature of Tenderer**_____

**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 with date of the authorised officer of the Bank)
…….
Name and designation of the officer
…….
…….
Seal, name & address of the Bank and address of the Branch

## SECTION – XIV

# MANUFACTURER'S AUTHORISATION FORM

HLL Lifecare Ltd, (A Government of India Enterprise),
Dept of Biomedical Engineering,
Tenra-22, Palathinkara, TC 24/606,
Thycaud, Thiruvananthapuram-695014, Kerala.

Dear Sir,

Ref: Your TE document No _____ dated _____

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

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

We further confirm that no supplier or firm or individual other than Messrs. _____ (*name and address of the above agent*) is authorised to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred TE documents for the above goods manufactured by us.
We also hereby extend our full warranty, CMC as applicable as per clause 15 of the General Conditions of Contract, read with modification, if any, in the Special Conditions of Contract for the goods and services offered for supply by the above firm against this TE document.

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

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

Yours faithfully,

[*Signature with date, name and designation*]
for and on behalf of Messrs_____
[*Name & address of the manufacturers*]

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

## SECTION – XV

# BANK GUARANTEE FORM FOR PERFORMANCE SECURITY/ CMC SECURITY

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:

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

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

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

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

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

Received and accepted this contract

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

(Seal of the supplier)
Date: _____

Place: _____

# SECTION – XVI
# CONTRACT FORM – B

## CONTRACT FORM FOR ANNUAL COMPREHENSIVE MAINTENANCE CONTRACT

**Annual CM Contract No._____ dated_____**
Between

(Address of the consignee)
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

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

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

_____

**(Signature, name and address of 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

# Final Acceptance Certificate by the Consignee

**No_____** **Date_____**

**To**

M/s _____

_____

_____

Subject: Certificate of commissioning of equipment/plant.

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

(a) Contract No_____ dated_____

(b) Description of the equipment(s)/plants: _____

(c) Equipment(s)/ plant(s) nos.:_____

(d) Quantity: _____

(e) Bill of Loading/Air Way Bill/Railway Receipt/ Goods Consignment Note no_____ dated _____

(f) Name of the vessel/Transporters:_____

(g) Name of the Consignee:_____

(h) Date of commissioning and proving test:_____

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

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

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

The supplier has fulfilled its contractual obligations satisfactorily ## or

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

a) He has not adhered to the time schedule specified in the contract in dispatching the documents/ drawings pursuant to 'Technical Specifications'.
b) He has not supervised the commissioning of the equipment(s)/plant(s)in time, i.e. within the period specified in the contract from date of intimation by the Purchaser/Consignee in respect of the installation of the equipment(s)/plant(s).
c) The supplier as specified in the contract has not done training of personnel.

The extent of delay for each of the activities to be performed by the supplier in terms of the contract is
The amount of recovery on account of non-supply of accessories and spares is given under Para no.02.
The amount of recovery on account of failure of the supplier to meet his contractual obligations is_____ (here indicate the amount).

*(Signature)*
*(Name)*
*(Designation with stamp)*

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

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

# SECTION – XIX

# CHECKLIST

Name of Tenderer:

Name of Manufacturer:

| Sl No. | Activity | Yes/ No/ NA | Page No. in the TE document | Remarks |
|---|---|---|---|---|
| 1. a. | Have you enclosed EMD of required amount for the quoted schedules? | | | |
| b. | 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 in favour of the signatory? | | | |
| 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?<br>(b) Are you enlisted with DGS&D as Indian Agent under the compulsory Enlistment Scheme of Ministry of Finance, Govt. of India?<br>If so have you enclosed a copy of theenlistment certificate? | | | |
| 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? | | | |

| Sl No. | Activity | Yes/ No/ NA | Page No. in the TE document | Remarks |
|---|---|---|---|---|
| 5. a. | Have you submitted satisfactory performance certificate as per the Proforma for performance statement in Sec. IX of TE document in respect of all orders? | | | |
| b. | Have you submitted copy of the order(s) and end user certificate? | | | |
| 6. | (a) Have you submitted manufacturer's authorization as per Section XIV?<br>(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 Schedule as per Section XI?<br>(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. | In case of Indian Tenderer, have you furnished Income Tax Account No. as allotted by the Income Tax Department of Government of India? | | | |
| 10. | Have you intimated the name an full address of your Banker (s) along with your Account Number | | | |
| 11. | (a) Have you fully accepted payment terms as per TE document?<br>(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? | | | |

| Sl No. | Activity | Yes/ No/ NA | Page No. in the TE document | Remarks |
|---|---|---|---|---|
| 15. | Have you quoted for stand-alone calibration charges along with CMC rates? | | | |
| 16 | Have you quoted for the provision of a stand-by unit in the absence the one in use while on calibration? | | | |
| 17 | Have you accepted all other terms and conditions of the TE document? | | | |
| 18 | (a) Have you furnished documents establishing your eligibility & qualification criteria as per TE document?<br>(b)Have you given "write up" as asked for in Qualification Criteria(Section IX) under Note 2 ? | | | |
| 19 | Have you furnished Annual Report (Balance Sheet and Profit & Loss Account) for last three years prior to the date of Tender opening? | | | |
| 20 | 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 tendered 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 – XX

# CONSIGNEE LIST

**Healthcare Services Division (HCS)**
**HLL Lifecare Limited.**
**HLL Bhavan, Poojappura**
**Trivandrum, Kerala-695012**
**Phone: 0471-2354949, 2353932**