

GLOBAL e-TENDER ENQUIRY DOCUMENT

**FOR PURCHASE OF MEDICAL EQUIPMENT
For
SIX All India Institute of Medical Sciences (AIIMS)**

**Under
Pradhanmantri Swasthya Suraksha Yojana (PMSSY)**

For

Government of India

**MINISTRY OF HEALTH & FAMILY WELFARE
HLL/PCD/PMSSY/AIIMS-II/24/14-15**



BY

HLL Lifecare Limited

(A GOVERNMENT OF INDIA ENTERPRISE)

Procurement & Consultancy Services Division

B-14 A, Sector-62, Noida-201 307

PHONE: 0120-4071500

FAX: 0120-4071579

URL: www.lifecarehll.com

Email: pcd@lifecarehll.com

INDEX

Section	Topic	Page No.
Section I	– Notice inviting e-Tender (e-NIT) -----	03
Section II	– General Instructions to Tenderers (GIT) -----	06
Section III	– Special Instructions to Tenderers (SIT) -----	25
Section IV	– General Conditions of Contract (GCC) -----	26
Section V	– Special Conditions of Contract (SCC) -----	42
Section VI	– List of Requirements -----	43
Section VII	– Technical Specifications -----	46
Section VIII	– Quality Control Requirements -----	70
Section IX	– Qualification Criteria -----	71
Section X	– Tender Form -----	73
Section XI	– Price Schedules -----	74
Section XII	– Questionnaire -----	78
Section XIII	– Bank Guarantee Form for EMD -----	79
Section XIV	– Manufacturer’s Authorisation Form -----	80
Section XV	– Bank Guarantee Form for Performance Security /CMC Security -----	81
Section XVI	– Contract Form (A & B) -----	82
Section XVII	– Proforma of Consignee Receipt Certificate -----	86
Section XVIII	– Proforma of Final Acceptance Certificate by the Consignee -----	87
Section XIX	– Instructions from Ministry of Shipping/Surface Transport (Annexure 1) ----	89
Section XX	– Check List for the Tenderers -----	93
Section XXI	– Consignee-----	96

SECTION I

NOTICE INVITING GLOBAL e-TENDERS (NIT)

from

HLL Lifecare Limited

(A GOVERNMENT OF INDIA ENTERPRISE)

Procurement & Consultancy Services Division

B-14 A, Sector-62, Noida-201 307

PH: 0120-4071500; FAX: 0120-4071513

Email: pcd@lifecarehll.com;URL: www.lifecarehll.com

FOR

GOVT OF INDIA

MINISTRY OF HEALTH & FAMILY WELFARE

Tender Enquiry No.: HLL/PCD/PMSSY/AIIMS-II/24/14-15

Dated 24.12.2014

NOTICE INVITING e-TENDERS (NIT)

(1) Procurement & Consultancy Services Division of HLL Lifecare Limited, for and on behalf of Govt. of India, Ministry of Health & Family Welfare, invites **e-tenders**, from eligible and qualified tenderers for supply of Medical Equipments for Dentistry department for Six All India Institutes of Medical Science (AIIMS) – Bhopal, Bhubaneswar, Jodhpur, Patna, Raipur, Rishikesh under PMSSY:

Sl. No	e-Tender Ref.No (Event No.)	Brief Description	Total Qty	EMD(Rs)
1	3000000058	Advance Electronic Dental Chair	18	4,32,000
2	3000000059	Table Top Autoclave	6	24,000
3	3000000060	Dental Digital Radiography System With Radiography Unit	6	54,000
4	3000000061	Surgical Micromotor With Console	5	15,000
5	3000000062	Heavy Duty Suction	11	11,000
6	3000000063	Lab Micromotor	10	10,000
7	3000000064	Led Light Cure Unit	10	10,000
8	3000000065	Endomoter - Endodontic Electric Motor	6	8,400
9	3000000066	Dental Extraction Instruments	6	30,000
10	3000000067	Surgical Saw Unit With Console	4	1,52,000
11	3000000068	Heavy Duty Dental Vibrator	5	5,000
12	3000000069	Physiodispenser With Reduction Gear Handpiece	5	15,000
13	3000000070	UV Cabinet For Each Chair	18	9,000
14	3000000071	Electro Surgical Unit	6	30,000
15	3000000072	General Instruments For Dentistry – Out Patients Departments	6	72,000
16	3000000074	Ultrasonic Cleaner	6	12,000
17	3000000075	Cranio-maxillofacial Trauma Instruments	6	1,20,000

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18	3000000076	Subcondylar And Ramus Fixation With Transbuccal Set	1	18,000
19	3000000077	Hand Piece Cleaning System:	2	3,000
20	3000000078	Fiber Optic Light Source:	1	8,000
21	3000000079	Surgical Loupes	1	4,000
22	3000000080	Dental Hard Tissue Laser Machine	1	43,000
23	3000000081	Portable Dental Chair With Unit	1	4,000
24	3000000085	General Maxillofacial Surgical Instruments	6	1,20,000

(2) **Tender No.: HLL/PCD/PMSSY/AIIMS-II/24/14-15**

Sl.	Description	Schedule
a	Cost of the Tender Enquiry Document	Rs. 5000/- (Rs. Five Thousands Only)
b	Pre-bid meeting date , time & Venue	07-January-2015 , 1500 hrs IST , HLL Lifecare Limited, , Procurement & Consultancy Services Division, B-14 A, Sector-62, Noida-201307
c	Closing date & time for submission of tender fee and EMD in physical form	04-Feb-2015,1400 hrs (IST) Bidders have to submit Original Bank Instruments viz. DD/BC/BG of tender fee and EMD within the above mentioned date and time
d	Closing date & time for submission of online bids	06-Feb-2015, 1230 hrs IST
e	Time and date of opening of online bids	08-Feb-2015, 1230 hrs IST
f	Venue for :- <ul style="list-style-type: none"> • Submission of tender fee, EMD in physical form. • E-Tender Opening-Tech Bid 	HLL Lifecare Limited, Procurement & Consultancy Services Division, B-14 A, Sector-62, Noida-201307

SPECIFIC Instructions for e-Tender Participation:-

3. Bidders should have valid Class 3 Digital Signature Certificate with encryption.
4. Bidder's are requested to read the bidders help document on e-tender web site link before proceeding for bidding.
5. The prospective bidders have to register with the E-procurement system of HLL at <https://etender.lifecarehll.com/irj/portal>. On completion of the registration process, the bidders will be provided user ID and password within 48 hours (excepting non-working days). In order to submit the bids electronically bidders are required to have a valid Class 3 Digital Signature Certificate (signing and encryption/ decryption certificates).
6. Post receipt of User ID & Password, Bidders can log on for downloading & uploading tender document.
7. **The tenderers shall submit tender fee and EMD in physical form at the scheduled time and venue.**
8. Tenderer may download the tender enquiry documents from the web site www.lifecarehll.com or www.eprocure.gov.in/cppp or <https://etender.lifecarehll.com/irj/portal> .

9. The submission of tender online can only be done thru' <https://etender.lifecarehll.com/irj/portal> .
10. All prospective tenderers may attend the Pre Tender meeting. The venue, date and time indicated above.
11. Tenderers shall ensure that their tenders, complete in all respects, are submitted **online through HLL's e-portal (as described above) ONLY. No DEVIATION is acceptable.**

IMPORTANT NOTE :-Tender fee(Rs.5,000/-) and EMD (As applicable) should be deposited in the Tender Box located at **HLL Lifecare Limited, Procurement and Consultancy Division, B-14 A, Sector-62, Noida-201307, Uttar Pradesh** on or before **04-Feb-2015,1400 hrs (IST)** . Submission beyond stipulated date & time would result in **REJECTION of BID** .

Head (P&CD)
HLL Lifecare Limited

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

Sl. No.	Topic	Page No.
A	PREAMBLE	
1	Definitions and Abbreviations	7
2	Introduction	7
3	Availability of Funds	9
4	Language of Tender	9
5	Eligible Tenderers	9
6	Eligible Goods and Services	9
7	Tendering Expense	9
B	TENDER ENQUIRY DOCUMENTS	
8	Contents of e-Tender Enquiry Documents	9
9	Amendments to e-Tender Enquiry Documents	10
10	Clarification of e-Tender Enquiry Documents	10
C	PREPARATION OF TENDER	
11	Documents Comprising the e-Tender	10
12	e-Tender Currencies	11
13	e-Tender Prices	12
14	Indian Agent	14
15	Firm Price	14
16	Alternative Tenders	14
17	Documents Establishing Tenderer's Eligibility and Qualifications	15
18	Documents Establishing Good's Conformity to Tender Enquiry Document	15
19	Earnest Money Deposit (EMD)	15
20	Tender Validity	16

D	SUBMISSION OF TENDERS	
22	Submission of e-Tenders	17
23	Late Tender	17
24	Alteration and Withdrawal of e-Tender	17
E	TENDER OPENING	
25	Opening of e-Tenders	18
F	SCRUTINY AND EVALUATION OF TENDERS	
26	Basic Principle	18
27	Scrutiny of Tenders	18
28	Minor Infirmary/Irregularity/Non-Conformity	19
29	Discrepancy in Prices	19
30	Discrepancy between original and copies of Tender	19
31	Qualification Criteria	19
32	Conversion of Tender Currencies to Indian Rupees	20
33	Schedule-wise Evaluation	20
34	Comparison of Tenders	20
35	Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders	20
36	Tenderer's capability to perform the contract	21
37	Contacting the Purchaser	21
G	AWARD OF CONTRACT	
38	Purchaser's Right to Accept any Tender and to Reject any or All Tenders	21
39	Award Criteria	21
40	Variation of Quantities at the Time of Award	22
41	Notification of Award	22
42	Issue of Contract	22
43	Non-receipt of Performance Security and Contract by the Purchaser/Consignee	22
44	Return of EMD	22
45	Publication of Tender Result	22
46	Corrupt or Fraudulent Practices	22

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 Ministry of Health & Family Welfare Govt of India.
- (ii) **“e-Tender”** means Bids / Quotation / Tender received from a Firm / Tenderer / Bidder online.
- (iii) **“Tenderer”** means Bidder/ the Individual or Firm submitting Bids / Quotation / e-Tenders.
- (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 (AIIMS)/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

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

 - (xxxi) “Dte. GHS” means Directorate General and Health Services, MOH&FW.
 - (xxxii) “CMC” means Comprehensive maintenance Contract (labour, spare and preventive maintenance)
 - (xxxiii) “RT” means Re-Tender.

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

4. Language of Tender

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

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

5. Eligible Tenderers

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

6. Eligible Goods and Services

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

7. Tendering Expense

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

B. e-TENDER ENQUIRY DOCUMENTS

8. Content of Tender Enquiry Documents

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

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

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- 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 e-TENDERS

11. Documents Comprising the e-Tender

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

DO NOT'S

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

A) Technical Tender (Un priced Tender)

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

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

- i) Earnest money Deposit (EMD) furnished in accordance with GIT clause 19.1 alternatively, documentary evidence as per GIT clause 19.2 for claiming exemption from payment of earnest money.
- ii) Tender Form as per Section X (without indicating any prices).
- iii) Documentary evidence, as necessary in terms of clauses 5 and 17 establishing that the tenderer is eligible to submit the tender and, also, qualified to perform the contract if its tender is accepted.
- iv) Tenderer/Agent who quotes for goods manufactured by other manufacturer shall furnish Manufacturer's Authorisation Form. **While giving authorization to agent , to quote on their behalf, manufacturer has to give the reasons for not quoting directly against this tender.**
- 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.
- x) Checklist as per Section XX.

B) Price Bid:

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

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

Note:

It is the responsibility of tenderer to go through the TE document to ensure furnishing all required documents in addition to above, if any. Any deviation would result in REJECTION of tender and would not be considered at a later stage at any cost by HLL.

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

12. Tender currencies

- 12.1 The tenderer supplying indigenous goods or already imported goods shall quote only in Indian Rupees(INR).
- 12.2 For imported goods if supplied directly from abroad, prices shall be quoted in any freely convertible currency say US Dollar, Euro, GBP or Japanese Yen. As regards price(s) for allied services, if any required with the goods, the same shall be quoted in Indian Rupees only (INR), if such services are to be performed /undertaken in India. Commission for Indian Agent, if any and if payable shall be indicated in the space provided for in the price schedule and will be payable in Indian Rupees only.
- 12.3 Tenders, where prices are quoted in **ANY OTHER WAY** shall be treated as **NON - RESPONSIVE AND REJECTED.**

13 Tender Prices

- 13.1 The Tenderer shall indicate on the Price Schedule provided under Section XI all the specified components of prices shown therein including the unit prices and total tender prices of the goods and services it proposes to supply against the requirement. All the columns shown in the price schedule should be filled up as required. If any column does not apply to a tenderer, same should be clarified as “NA” by the tenderer.
- 13.2 If there is more than one schedule in the List of Requirements, the tenderer has the option to submit its quotation for any one or more schedules alongwith with applicable discounts (if any). However, while quoting for a schedule, the tenderer shall quote for the complete requirement of goods and services as specified in that particular schedule.
- 13.3 The quoted prices for goods offered from within India and that for goods offered from abroad are to be indicated separately in the applicable Price Schedules attached under Section XI.
- 13.4 While filling up the columns of the Price Schedule, the following aspects should be noted for compliance:
- 13.4.1 For domestic goods or goods of foreign origin located within India, the prices in the corresponding price schedule shall be entered separately in the following manner:
- 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;
 - 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;
 - Charges towards Packing & Forwarding, Inland Transportation, Insurance (local transportation and storage), Loading & Unloading etc. would be borne by the Supplier from ware house to the consignee site for a period including 03 months beyond date of delivery.
 - 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.
- f) The price of annual CMC, as mentioned in List of Requirements, Technical Specification and Price Schedule.

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

- a) The price of goods quoted FOB/FCA port of shipment, as indicated in the List of Requirements and Price Schedule;
- b) Freight and insurance charges.
The price of goods quoted CIP (name port of destination) in India as indicated in the List of Requirements, Price Schedule and Consignee List
- c) The charges for Insurance (local transportation and storage) would be extended and borne by the Supplier from ware house to the consignee site for a period including 3 months beyond date of delivery. Other local costs and Incidental costs, as specified in the List of Requirements and Price Schedule;
- d) The charges for Incidental Services, as in the 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:**

Normally, goods to be supplied to government departments against government contracts are exempted from levy of town duty, Octroi duty, terminal tax and other levies of local bodies. However, on some occasions, the local bodies (like town body, municipal body etc.) as per their regulations allow such exemptions only on production of certificate to this effect from the concerned government department. Keeping this in view, the supplier shall ensure that the stores to be supplied by the supplier against the contract placed by the purchaser are exempted from levy of any such duty or tax and, wherever necessary, obtain the exemption certificate from the purchaser. The purchaser should issue the certificate to the supplier within 21 days from the date of receipt of request from the supplier.

However, if a local body still insists upon payment of such local duties and taxes, the same should be paid by the supplier to the local body to avoid delay in supplies and possible demurrage charges and obtain a receipt for the same. The supplier should forward the receipt obtained for such payment to the purchaser to enable the purchaser reimburse the supplier and take other necessary action in the matter.

13.5.5 **Customs Duty:**

The Purchaser will pay the Customs duty wherever applicable.

- 13.6 For transportation of imported goods offered from abroad, relevant instructions as incorporated under GCC Clause 10 shall be followed.
- 13.7 For insurance of goods to be supplied, relevant instructions as provided under GCC Clause 11 shall be followed.
- 13.8 Unless otherwise specifically indicated in this TE document, the terms FCA, FOB, FAS, CIF, CIP, DDP etc. for imported goods offered from abroad, shall be governed by the rules & regulations prescribed in the current edition of INCOTERMS, published by the International Chamber of Commerce, Paris
- 13.9 The need for indication of all such price components by the tenderers, as required in this clause (viz., GIT clause 13) is for the purpose of comparison of the tenders by the purchaser and will no way restrict the purchaser's right to award the contract on the selected tenderer on any of the terms offered.

14. **Indian Agent**

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

- e) Principal/ manufacturer's original proforma invoice with the price bid

15. Firm Price

- 15.1 Unless otherwise specified in the SIT, prices quoted by the tenderer shall remain firm and fixed during the currency of the contract and not subject to variation on any account.
- 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 If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product. In a tender, either the Indian Agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.

17 Documents Establishing Tenderer's Eligibility and Qualifications

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

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

- 18.1 The tenderer shall provide in its tender the required as well as the relevant documents like technical data, literature, drawings etc. to establish that the goods and services offered in the tender fully conform to the goods and services specified by the purchaser in the TE documents. For this purpose the tenderer shall also provide a clause-by-clause commentary on the technical specifications and other technical details incorporated by the purchaser in the TE documents to establish technical responsiveness of the goods and services offered in its tender.
- 18.2 In case there is any variation and/or deviation between the goods & services prescribed by the purchaser and that offered by the tenderer, the tenderer shall list out the same in a chart form without ambiguity and provide the same along with its tender.

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

19. Earnest Money Deposit (EMD)

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

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

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

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

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

19.5 The earnest money shall be valid for a period of forty-five (45) days beyond the validity period of the tender. As validity period of Tender as per Clause 20 of GIT is 120 days, the EMD shall be valid for 165 days from Techno – Commercial Tender opening date.

19.6 Unsuccessful tenderers' earnest money will be returned to them without any interest, after expiry of the tender validity period, but not later than thirty days after conclusion of the resultant contract. Successful tenderer's earnest money will be returned without any interest, after receipt of performance security from that tenderer.

19.7 Earnest Money is required to protect the purchaser against the risk of the Tenderer's conduct, which would warrant the forfeiture of the EMD. Earnest money of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the purchaser. The successful tenderer's earnest money will be forfeited without prejudice to other rights of Purchaser if it fails to furnish the required performance security within the specified period.

19.8 In the case of Bank Guarantee furnished from banks outside India (i.e. foreign Banks), it should be authenticated and countersigned by any nationalised bank in India by way of back-to-back counter guarantee and the same should be submitted along with the bid.

20. Tender Validity

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

20.2 In exceptional cases, the tenderers may be requested by the purchaser to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by

surface mail or by fax/ telex/cable followed by surface mail. The tenderers, who agree to extend the tender validity, are to extend the same without any change or modification of their original tender and they are also to extend the validity period of the EMD accordingly. A tenderer, who may not agree to extend its tender validity after the expiry of the original validity period the EMD furnished by them shall not be forfeited.

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

21. Digital Signing of e-Tender

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

D. SUBMISSION OF TENDERS

22. Submission of Tenders

22.1 The tender shall be submitted online only.

(i) Pre-qualification and Technical compliance as per following documents (**ONLY Online submissions for all the documents.**)

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

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

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

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

23. Late Tender

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

24. Alteration and Withdrawal of Tender

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

E. TENDER OPENING

25. Opening of Tenders

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

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

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

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

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

F. SCRUTINY AND EVALUATION OF TENDERS

26. Basic Principle

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

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

27. Scrutiny of Tenders

- 27.1 The Purchaser will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed stamped and whether the Tenders are generally in order.
- 27.2 The Purchaser's determination of a Tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence
- 27.3 Deleted
- 27.4 The tenders will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the TE document. The tenders, which do not meet the basic requirements, are liable to be treated as non-responsive and will be rejected.
- 27.5 The following are some of the important aspects, for which a tender shall be declared non-responsive during the evaluation and will be ignored;
- (i) **The bidder has submitted hard copy of financial bid (only online submission price bids are allowed).**
 - (ii) Tender 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 of required amount in an acceptable form in terms of GCC clause 5, read with modification, if any, in Section - V – "Special Conditions of Contract", for due performance of the contract.
 - (vii) Deleted
 - (viii) Tenderer has not agreed to other essential condition(s) specially incorporated in the tender enquiry like terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law.
 - (ix) Poor/ unsatisfactory past performance.
 - (x) Tenderers who stand deregistered/banned/blacklisted by any Govt. Authorities.
 - (xi) Tenderer is not eligible as per GIT Clauses 5.1 & 17.1.
 - (xii) Tenderer has not quoted for the entire quantity as specified in the List of Requirements in the quoted schedule.
 - (xiii) Tenderer has not agreed for the delivery terms and delivery schedule.

28. Minor Infirmary/Irregularity/Non-Conformity

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

29 Discrepancies in Prices

- 29.1 If, in the price structure quoted by a tenderer, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless the purchaser feels that the tenderer has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.
- 29.2 If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected; and

- 29.3 If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause 29.1 and 29.2 above.
- 29.4 If, as per the judgement of the purchaser, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the tenderer by registered / speed post. If the tenderer does not agree to the observation of the purchaser, the tender is liable to be ignored.

30. Discrepancy between original and copies of Tender

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

31. Qualification Criteria

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

32. Conversion of tender currencies to Indian Rupees

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

33. Schedule-wise Evaluation

- 33.1 In case the List of Requirements contains more than one schedule, the responsive tenders will be evaluated and compared separately for each schedule. The tender for a schedule will not be considered if the complete requirements prescribed in that schedule are not included in the tender. However, as already mentioned in GIT sub clause 13.2, the tenderers have the option to quote for any one or more schedules 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 – List of Requirements, the comparison of the responsive tenders shall be carried out on Delivery Duty Paid (DDP) consignee site basis. The quoted turnkey prices and CMC prices will also be added for comparison/ranking purpose for evaluation. **“Net Present value (NPV) of the Comprehensive Annual Maintenance charges (CMC) quoted for 5 years after the warranty period shall be added to the bid price for evaluation and will be calculated after discounting the quoted price by a discounting factor of 10% per annum.”**

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

- 35.1 Further to GIT Clause 34 above, the purchaser's evaluation of a tender will include and take into account the following:
- i) In the case of goods manufactured in India or goods of foreign origin already located in India, sales tax & other similar taxes and excise duty & other similar duties, Service Tax, Works

Contract Tax etc which will be contractually payable (to the tenderer), on the goods if a contract is awarded on the tenderer; and

ii) in the case of goods of foreign origin offered from abroad, customs duty and other similar import duties/taxes, which will be contractually payable (to the tenderer) on the goods if the contract is awarded on the tenderer.

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

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

i. In exercise of powers conferred in Section 11 of the Micro, Small and Medium Enterprises Development (MSMED) Act 2006, the Government has notified a new Public Procurement Policy for Micro & Small Enterprises effective from 1st April 2012. The policy mandates that 20% of procurement of annual requirement of goods and services by all Central Ministries / Public Sector Undertakings will be from the micro and small enterprises. The Government has also earmarked a sub-target of 4% procurement of goods & services from MSEs owned by SC/ST entrepreneurs out of above said 20% quantity.

ii. In accordance with the above said notification, the participating Micro and Small Enterprises (MSEs) in a tender, quoting price within the band of L 1+15% would also be allowed to supply a portion of the requirement by bringing down their price to the L 1 price, in a situation where L 1 price is from someone other than an MSE. Such MSEs would be allowed to supply up to 20% of the total tendered value. In case there are more than one such eligible MSE, the 20% supply will be shared equally. Out of 20% of the quantity earmarked for supply from MSEs, 4% quantity is earmarked for procurement from MSEs owned by SC/ST entrepreneurs. However, in the event of failure of such MSEs to participate in the tender process or meet the tender requirements and the L 1 price, the 4% quantity earmarked for MSEs owned by SC/ST entrepreneurs will be met from other participating MSEs.

iii. The MSEs fulfilling the prescribed eligibility criteria and participating in the tender shall enclose with their tender a copy of their valid registration certificate with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or any other body specified by Ministry of Micro and Small enterprises in support of their being an MSE, failing which their tender will be liable to be ignored.

36. Tenderer's capability to perform the contract

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

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

37. Contacting the Purchaser

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

G. AWARD OF CONTRACT

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

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

39. Award Criteria

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

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

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

41. Notification of Award

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

42. Issue of Contract

- 42.1 Promptly after notification of award, the Purchaser/Consignee will mail the contract form (as per Section XVI) duly completed and signed, in duplicate, to the successful tenderer by registered / speed post.

42.2 Within twenty one days from the date of the contract, the successful tenderer shall return the original copy of the contract, duly signed and dated, to the Purchaser/Consignee by registered / speed post.

42.3 The Purchaser/Consignee reserve 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)

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

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

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

SUBMISSION OF e-TENDERS

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

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

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

GENERAL CONDITIONS OF CONTRACT (GCC)

1. Application

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

2. Use of contract documents and information

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

3. Patent Rights

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

4. Country of Origin

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

5. Performance Security

- 5.1 Within fifteen (15) days from date of the issue of notification of award by the Purchaser/Consignee, the supplier, shall furnish performance security to the Purchaser/Consignee for an amount equal to ten percent (10%) of the total value of the contract, valid up to sixty (60) days after the date of completion of all contractual obligations by the supplier, including the warranty obligations, initially valid for a period of minimum 66 months from the date of Notification of Award
- 5.2 The Performance security shall be denominated in Indian Rupees or in the currency of the contract as detailed below:

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

- 5.3 In the event of any failure /default of the supplier with or without any quantifiable loss to the government including furnishing of consignee wise Bank Guarantee for CMC security as per Proforma in Section XV, the amount of the performance security is liable to be forfeited. The Administration Department may do the needful to cover any failure/default of the supplier with or without any quantifiable loss to the Government.
- 5.4 In the event of any amendment issued to the contract, the supplier shall, within fifteen (15) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.
- 5.5 The supplier shall enter into Annual Comprehensive Maintenance Contract as per the 'Contract Form – B' in Section XVI with respective consignees, 3 (three) months prior to the completion of Warranty Period. The CMC will commence from the date of expiry of the Warranty Period.
- 5.6 Subject to GCC sub – clause 5.3 above, the Purchaser/Consignee will release the Performance Security without any interest to the supplier on completion of the supplier's all contractual obligations including the warranty obligations & after receipt of Consignee wise bank guarantee for CMC security in favour of Head of the Hospital/ Institute/ Medical College of the consignee as per the format in Section XV.

6. Technical Specifications and Standards

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

7. Packing and Marking

- 7.1 The packing for the goods to be provided by the supplier should be strong and durable enough to withstand, without limitation, the entire journey during transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract.
- 7.2 The quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall strictly comply with the requirements as provided in Technical Specifications and Quality Control Requirements under Sections VII and VIII and in SCC under Section V. In case the packing requirements are amended due to issue of any amendment to the contract, the same shall also be taken care of by the supplier accordingly.
- 7.3 Packing instructions:

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

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

8. Inspection, Testing and Quality Control

- 8.1 The purchaser and/or its nominated representative(s) will, without any extra cost to the purchaser, inspect and/or test the ordered goods and the related services to confirm their conformity to the contract specifications and other quality control details incorporated in the contract. The purchaser shall inform the supplier in advance, in writing, the purchaser's programme for such inspection and, also the identity of the officials to be deputed for this purpose. "The cost towards the transportation, boarding and lodging will be borne by the purchaser and/or its nominated representative(s) for the first visit. In case the goods are rejected in the first instance and the supplier requests for re-inspection, and if same is accepted by purchaser/consignee/PSA/PA, all subsequent inspections shall be at the cost of the supplier. The expense will be to and fro Economy Airfare, Local Conveyance, Boarding and Lodging of the inspection team for the inspection period."
- 8.2 The Technical Specification and Quality Control Requirements incorporated in the contract shall specify what inspections and tests are to be carried out and, also, where and how they are to be conducted. If such inspections and tests are conducted in the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the supplier to the purchaser's inspector at no charge to the purchaser.
- 8.3 If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, the purchaser's inspector may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to the purchaser and resubmit the same to the purchaser's inspector for conducting the inspections and tests again.
- 8.4 In case the contract stipulates pre-despatch inspection of the ordered goods at supplier's premises, the supplier shall put up the goods for such inspection to the purchaser's inspector well ahead of the contractual delivery period, so that the purchaser's inspector is able to complete the inspection within the contractual delivery period.
- 8.5 If the supplier tenders the goods to the purchaser's inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the supplier. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to the purchaser under the terms & conditions of the contract.
- 8.6 The purchaser's/consignee's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by purchaser's inspector during pre-despatch inspection mentioned above.

"On rejection, the supplier shall remove such stores within 14 days of the date of intimation of such rejection from the consignee's premises. If such goods are not removed by the supplier within the period mentioned above, the purchaser/consignee may remove the rejected stores and either return the same to the supplier at his risk and cost by such mode of transport as purchaser/consignee may decide or dispose of such goods at the suppliers risk to recover any expense incurred in connection with such disposals and also the cost of the rejected stores if already paid for."

- 8.7 Goods accepted by the purchaser/consignee and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute purchaser's/consignee's right to reject the same later, if found deficient in terms of the warranty clause of the contract, as incorporated under GCC Clause 15.

8.8 Principal/ Foreign supplier shall also have the equipment inspected by recognised/ reputed agency like SGS, Lloyd, Bureau Veritas, TUV prior to despatch at the supplier's cost and furnish necessary certificate from the said agency in support of their claim.

9. Terms of Delivery

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

10. Transportation of Goods

10.1 Instructions for transportation of imported goods offered from abroad:

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

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

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

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

11. Insurance:

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

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

If the equipment is not commissioned and handed over to the consignee within 3 months, the insurance will have to be extended by the supplier at their cost till the successful installation,

testing, commissioning and handing over of the goods to the consignee. In case the delay in the installation and commissioning is due to handing over of the site to the supplier by the consignee, such extensions of the insurance will still be done by the supplier, but the insurance extension charges at actuals will be reimbursed.

12. Spare parts

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

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

12.2 Supplier shall carry sufficient inventories to assure ex-stock supply of consumables and spares for the goods so that the same are used during warranty and CMC period.

13. Incidental services

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

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

14. DISTRIBUTION OF DISPATCH DOCUMENTS FOR CLEARANCE/RECEIPT OF GOODS

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

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

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

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

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

B) FOR GOODS IMPORTED FROM ABROAD

Within 24 hours of despatch, the supplier shall notify the purchaser, consignee, and others concerned if mentioned in the contract, the complete details of despatch and also supply the following documents to them by registered post / speed post (or as instructed in the contract). Any delay or demurrage occurred during the customs clearance on account of the non-availability of technical support/ clarifications /documents from the supplier shall be borne by the supplier:

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

15. WARRANTY

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

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

- a. No conditional warranty will be acceptable.
- b. Warranty as well as Comprehensive Maintenance contract will be inclusive of all accessories and Turnkey work and it will also cover the following wherever applicable:-

- Any kind of motor.
 - Plastic & Glass Parts against any manufacturing defects.
 - All kind of sensors.
 - All kind of coils, probes and transducers.
 - Printers and imagers including laser and thermal printers with all parts.
 - UPS including the replacement of batteries.
 - Air-conditioners
- c. Replacement and repair will be under taken for the defective goods.
- d. Proper marking has to be made for all spares for identification like printing of installation and repair dates.
- 15.3 In case of any claim arising out of this warranty, the Purchaser/Consignee shall promptly notify the same in writing to the supplier. The period of the warranty will be as per G.C.C clause number 15.2 above irrespective of any other period mentioned elsewhere in the bidding documents.
- 15.4 Upon receipt of such notice, the supplier shall, within 8 hours on a 24(hrs) X 7 (days) X 365 (days) basis respond to take action to repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced parts/goods thereafter. The penalty clause for non rectification will be applicable as per tender conditions
- 15.5 In the event of any rectification of a defect or replacement of any defective goods during the warranty period, the warranty for the rectified/replaced goods shall be extended till the completion of the original warranty period of the main equipment.
- 15.6 If the supplier, having been notified, fails to respond to take action to repair or replace the defect(s) within 8 hours on a 24(hrs) X 7 (days) X 365 (days) basis, the purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the purchaser may have against the supplier.
- 15.7 During Warranty period, the supplier is required to visit at each consignee's site at least once in 6 months commencing from the date of the installation for preventive maintenance of the goods
- 15.8 The Purchaser/Consignee reserve the rights to enter into Annual Comprehensive Maintenance Contract between Consignee and the Supplier for the period as mentioned in Section VII, Technical Specifications after the completion of warranty period.
- 15.9 The supplier along with its Indian Agent and the CMC provider shall ensure continued supply of the spare parts for the machines and equipments supplied by them to the purchaser for 10 years from the date of installation and handing over.
- 15.10 The Supplier along with its Indian Agent and the CMC Provider shall always accord most favoured client status to the Purchaser vis-à-vis its other Clients/Purchasers of its equipments/machines/goods etc. and shall always give the most competitive price for its machines/equipments supplied to the Purchaser/Consignee.

16. ASSIGNMENT

- 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;

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

b) On Acceptance:

Balance 25% payment would be made against 'Final Acceptance Certificate' as per Section XVIII of goods to be issued by the consignees subject to recoveries, if any, either on account of non-rectification of defects/deficiencies not attended by the Supplier or otherwise. FAC need to be issued by the designated consignee after installation, commissioning, testing and one to two weeks of successful trail run of the equipment.

B) PAYMENT FOR IMPORTED GOODS:

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

a) On Shipment:

Seventy Five (75)% of the net CIP price (CIP price less Indian Agency commission) of the goods shipped shall be paid through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the supplier in a bank in his country and upon submission of documents specified hereunder:

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

b) On Acceptance:

Balance payment of 25% of net CIP price of goods would be made against 'Final Acceptance Certificate' as per Section XVIII to be issued by the consignees through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the Foreign Principal in a bank in his country, subject to recoveries, if any. FAC need to be issued by the designated consignee after installation, commissioning, testing and one to two weeks of successful trail run of the equipment.

c) Payment of Indigenous Goods :

Payment of indigenous goods will be paid as per the applicable payment terms i.e. 75% on delivery and 25% on acceptance. Delivery of the indigenous goods should be in line with the imported equipment.

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

e) Payment of Indian Agency Commission:

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

C) Payment of Turnkey, if any:

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

D) Payment for Annual Comprehensive Maintenance Contract Charges:

The consignee will enter into CMC with the supplier at the rates as stipulated in the contract. The payment of CMC will be made on six monthly basis after satisfactory completion of said period, duly certified by the consignee on receipt of bank guarantee for

an amount equivalent to 2.5 % of the cost of the equipment as per contract in the prescribed format given in Section XV valid till 2 months after expiry of entire CMC period.

- 21.2 The supplier shall not claim any interest on payments under the contract.
- 21.3 Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other tax as applicable will be made from the bills payable to the Supplier at rates as notified from time to time.
- 21.4 Irrevocable & non – transferable LC shall be opened by the Purchaser. However, if the supplier requests specifically to open confirmed LC, the extra charges would be borne by the supplier. If LC is required to be extended and/or amended for reasons not attributable to the purchaser/consignee, the charges thereof shall be borne by the supplier.
- 21.5 The payment shall be made in the currency / currencies authorised in the contract.
- 21.6 The supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, to respective consignees.
- 21.7 While claiming payment, the supplier is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the supplier for claiming that payment has been fulfilled as required under the contract.
- 21.8 While claiming reimbursement of duties, taxes etc. (like 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:

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

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

22. Delivery

- 22.1 The supplier shall deliver the goods and perform the services under the contract within the time schedule specified by the Purchaser/Consignee in the List of Requirements and as incorporated in the contract. The time for and the date of delivery of the goods stipulated in the schedule shall be deemed to be of the essence of the contract and the delivery must be completed not later than the date (s) as specified in the contract.
- 22.2 Subject to the provision under GCC clause 26, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions:
 - (i) imposition of liquidated damages,
 - (ii) forfeiture of its performance security and
 - (iii) termination of the contract for default.
- 22.3 If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform the Purchaser/Consignee in writing about the same and its likely duration and make a request to the Purchaser/Consignee for extension of the delivery schedule accordingly. On receiving the supplier's communication, the Purchaser/Consignee shall examine the situation as soon as possible and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.
- 22.4 When the period of delivery is extended due to unexcused delay by the supplier, the amendment letter extending the delivery period shall, inter alia contain the following conditions:
 - (a) The Purchaser/Consignee shall recover from the supplier, under the provisions of the clause 23 of the General Conditions of Contract, liquidated damages on the goods and services, which the Supplier has failed to deliver within the delivery period stipulated in the contract.
 - (b) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of customs duty, excise duty, sales tax/ VAT, Service Tax and Works Contract Tax or on account of any other tax or duty which may be levied in respect of the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.
 - (c) But nevertheless, the Purchaser/Consignee shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty, excise duty, sales tax/ VAT, Service Tax and Works Contract Tax or any other duty or tax or levy or on account of any other grounds, which takes place after the expiry of the date of delivery stipulated in the contract.

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

22.6 Passing of Property:

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

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

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

23. LIQUIDATED DAMAGES

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

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

24. TERMINATION FOR DEFAULT

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

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

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

25. TERMINATION FOR INSOLVENCY

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

26. FORCE MAJEURE

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

27. TERMINATION FOR CONVENIENCE

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

28. GOVERNING LANGUAGE

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

29. Notices

- 29.1 Notice, if any, relating to the contract given by one party to the other, shall be sent in writing or by cable or telex or facsimile and confirmed in writing. The procedure will also provide the sender of

the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.

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

30. RESOLUTION OF DISPUTES

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

31. APPLICABLE LAW

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

32 Withholding and Lien in respect of sums claimed

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

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

33. GENERAL/ MISCELLANEOUS CLAUSES

- 33.1 Nothing contained in this Contract shall be constructed as establishing or creating between the parties, i.e. the Supplier/its Indian Agent/CMC Provider on the one side and the Purchaser on the other side, a relationship of master and servant or principal and agent.
- 33.2 Any failure on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- 33.3 The Supplier shall notify the Purchaser/Consignee /the Government of India of any material change would impact on performance of its obligations under this Contract.
- 33.4 Each member/constituent of the Supplier/its Indian Agent/CMC Provider, in case of consortium shall be **jointly and severally liable** to and responsible for all obligations towards the

Purchaser/Consignee/Government for performance of contract/services including that of its Associates/Sub Contractors under the Contract.

- 33.5 The Supplier/its Indian Agent/CMC Provider shall at all times, indemnify and keep indemnified the Purchaser/Government of India against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under CMC or the Contract.
- 33.6 The Supplier/its Agent/CMC Provider shall, at all times, indemnify and keep indemnified the Purchaser/Consignee/Government of India against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the supplier/its associate/affiliate etc.
- 33.7 All claims regarding indemnity shall survive the termination or expiry of the contract.

SECTION – V

SPECIAL CONDITIONS OF CONTRACT (SCC)

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

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

The warranty conditions will be as mentioned in the list of requirement as per section VI of the tender enquiry.

SECTION - VI
LIST OF REQUIREMENTS

Part I

Sl. No	Brief Description	E-Tender Ref No.(Event No)	AIIMS Raipur	AIIMS BBSR	AIIMS Bhopal	AIIMS Jodhpur	AIIMS Rishikesh	AIIMS Patna	Total Qty	Warranty reqd years	CM C required
1	Advance Electronic Dental Chair	3000000058	3	3	3	3	3	3	18	5	yes
2	Table Top Autoclave	3000000059	1	1	1	1	1	1	6	5	yes
3	Dental Digital Radiography System With Radiography Unit	3000000060	1	1	1	1	1	1	6	5	yes
4	Surgical Micromotor With Console	3000000061	1	1	0	1	1	1	5	5	yes
5	Heavy Duty Suction	3000000062	2	2	1	2	2	2	11	5	yes
6	Lab Micromotor	3000000063	2	2	0	2	2	2	10	5	yes
7	Led Light Cure Unit	3000000064	2	2	0	2	2	2	10	5	yes
8	Endomoter - Endodontic Electric Motor	3000000065	1	1	1	1	1	1	6	5	yes
9	Dental Extraction Instruments	3000000066	1	1	1	1	1	1	6	5	yes
10	Surgical Saw Unit With Console	3000000067	0	1	0	1	1	1	4	5	yes
11	Heavy Duty Dental Vibrator	3000000068	1	1	0	1	1	1	5	5	yes
12	Physiodispenser With Reduction Gear Handpiece	3000000069	1	1	0	1	1	1	5	5	yes
13	UV Cabinet For Each Chair	3000000070	3	3	3	3	3	3	18	5	yes
14	Electro Surgical Unit	3000000071	1	1	1	1	1	1	6	5	yes

HLL Lifecare Limited

15	General Instruments For Dentistry – Out Patients Departments	3000000072	1	1	1	1	1	1	1	6	5	yes
16	Ultrasonic Cleaner	3000000074	1	1	1	1	1	1	1	6	5	yes
17	Craniomaxill ofacial Trauma Instruments	3000000075	1	1	1	1	1	1	1	6	5	yes
18	Subcondylar And Ramus Fixation With Transbuccal Set	3000000076	1	0	0	0	0	0	0	1	5	yes
19	Hand Piece Cleaning System:	3000000077	1	0	1	0	0	0	0	2	5	yes
20	Fiber Optic Light Source:	3000000078	1	0	0	0	0	0	0	1	5	yes
21	Surgical Loupes	3000000079	1	0	0	0	0	0	0	1	5	yes
22	Dental Hard Tissue Laser Machine	3000000080	0	0	1	0	0	0	0	1	5	yes
23	Portable Dental Chair With Unit	3000000081	0	0	1	0	0	0	0	1	5	yes
24	General Maxillofacial Surgical Instruments	3000000085	1	1	1	1	1	1	1	6	5	yes

Part II: Required Delivery Schedule:

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

75 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 45 days of receipt of the stores/ goods at site or within 45 days of handing over the site for installation, whichever is later.

b) For Imported goods directly from foreign:

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

Installation and commissioning shall be done within 45 days of receipt of the stores/ goods at site or within 45 days of handing over the site for installation, whichever is later.

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

Part III: Scope of Incidental Services:

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

Part IV:

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

Part V:

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

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

Part VI:

Required Terms of Delivery and Destination.

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

At Consignee Site(s)

b) For Imported goods directly from abroad:

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

The shipping arrangements shall be made in accordance with the instruction of Ministry of Shipping & Transport, New Delhi, India as detailed in Annexure 1 at Section XIX.

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

Destination/Consignee details are given in Section XXI

Section – VII
Technical Specifications

- 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:** Adequate training of personnel and non-locked open software and standard interface interoperability conditions for networked equipment in hospital management information system (HMIS)

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

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

TECHNICAL SPECIFICATIONS**Schedule No.01****ADVANCE ELECTRONIC DENTAL CHAIR**

S No	Specifications
1.	Fully motorized, pneumatically / electrically driven, which gives smooth and non-jerky start and stop.
2.	Lowest height range should be between 300 - 450 mm to improve visibility and access.
3.	Chair should have safety brake system while going down for patient exit position
4.	Chair should have toe movement. While backrest moves down, toe should move up
5.	The design should enable the operator to be close to the patient to provide optimum vision of the operating field and safe control of all component devices
6.	The base and other structure should have a corrosion resistant coating
7.	The backrest should be ultra thin, flexible, highly comfortable, seamless long life upholstery and should be disinfectible
8.	The chair should be designed to provide good ergonomics for both operator and assistant
9.	Chair should have adjustable ergonomic headrest
10.	Should be Noiseless DC Motor
11.	The chair movement control should be at both finger tip panel and user friendly foot control with all the functions
12.	Should have integrated power supply for fiber optic hand pieces, piezo electric motor etc
13.	All the outlet & inlet for the services to the chair should be concealed in the box to be at the foot area of the chair or within the unit, as an infection control measure
14.	Should be over head delivery system with minimum 5 delivery ports for various handpieces, scaler and 3-way syringe (tip autoclavable, with 6 spare tips)
15.	Should have minimum two high Speed Air Rotor terminals with water control on coupling with at least one fibre optic terminal
16.	It should have one in-built Piezon LED Ultrasonic Scaler (frequency 28-36 KHz) with 4 scaler tips and one set of perio-curette tips
17.	The over head delivery system should have balanced flax arms with pneumatic bracket
18.	The handpiece control block should flow through water design to eliminate stagnant water
19.	Built-in antiretraction valves and flush valve system for infection control
20.	Autoclavable quick disconnect water syringe
21.	Should have one Air Motor terminal with speed control preferably fiber optic, with speed range of 300 - 40000 RPM in standard mode with cutting power in the range between 50 - 70 watt. Should be provided with the Brushless Micro motor cord.
22.	The assistant side should have high vacuum suction, Medium vacuum suction and 3 way syringe. The Suction system should be compact, unique universal semi wet

	suction. Durr Suction is preferably.
23	X-Ray viewer (LED Based)
24	It should be supplied with following hand pieces (all European CE Certified Genuine instruments) <ol style="list-style-type: none"> 1. Fiber optic Air rotor nos. 1. (<i>scratch resistant, Titanium Body</i>) 2. Fiber optic Micromotor straight nos. 1 (<i>scratch resistant, Titanium Body</i>) 3. Micro motor contra angle miniature nos. 1,
25	Hi resolution LED Dental Camera system with digital signal processor along with ≥ 15 " LCD Monitor mounted on the Dental Chair.
26	Movable cuspidor box and Movable assistant control system should have <ol style="list-style-type: none"> 1. Saliva ejector 2. Autoclavable High volume evacuator 3. Autoclavable 3-way syringe 4. High quality stain proof vitreous China bowl with adjustable cup fill and bowl rinse timers 5. Clean water bottle system
27	Should have latest Sensor operated Non Touch (On/Off) LED Light
28	With luminosity of 20000lux and 25000lux with maximum degrees of rotation of light arm movements
29	Light Head with axial movements - Horizontal, Vertical, Axial and diagonal adjustment
30	LED light 5000 K cool light or similar high quality light
31	Three position intensity with high, medium and composite setting
32	Cast-metal/alloy base with five tile castors
33	Two way adjustable lumbar support
34	Integral Gas cylinder for height adjustment
35	Height range between 400 - 700 mm
36	Cast-metal/alloy base with five tile castors
37	Height adjustable torso support with height adjustable foot ring
38	Integral Gas cylinder for height adjustment
39	Height range between 500 - 800 mm
40	A suitable Medical grade oil Free Compressor, which should be Noise less, , with Retraction Valve and Pressure guage. Noise: 64 dB maximum. It should have a capacity to run atleast 5 dental chairs of similar type simultaneously. (Quote only one compressor for all the chairs)
41	Demonstration of the Quoted item is must at the predetermined place
42	The unit should be capable of being stored continuously in ambient temperatures of 0 – 50 degree centigrade and relative humidity of 15 – 90 %.
43	The unit should be capable of operating continuously in ambient temperatures of 10 – 45 degree centigrade and relative humidity of 15 – 90 %.
44	Power input to be 220 – 240V AC, 50 Hz
45	US –FDA or CE - European approved
46	Manufacturer should have ISO certification for quality standards
47	Electrical safety conforms to standards for electrical safety IEC60601-1 (OREQUIVALENT international/national standard) General requirement for Electrical safety of Medical Equipment.
48	System as specified on turn key basis
49	All consumables required for installation and standardization of system to be given free of cost.
50	Accessories as specified

51	Provision for modular furniture with sink for dental operator 12 feet x 12 feet should be included in quote.
52	Necessary cables and all other accessories those are required for the smooth functioning of the system to be supplied
53	User/Technical/Maintenance manuals to be supplied in English
54	Certificate of calibration and inspection.
55	List of important spare parts and accessories with their part number and costing
56	List of Equipment available for providing calibration and routine Preventive Maintenance Support. As per manufacturer documentation in service/technical manual.
57	Log book with instructions for daily, weekly, monthly and quarterly maintenance checklist. The job description of the hospital technician and company service engineer should be clearly spelt out.
58	The supplier would do all the necessary civil, electrical, Plumbing other changes required for the effective installation and functioning of the Dental Chair.
59	Interior furnishing with the requisite furniture, storage, cupboards, etc. for the Operatory area Size of 12 X 12 feet per dental Chair. Will also form an essential component of this turnkey project.
60	Cabinetry, drawers can be opened by push-latch or with handles. With clean lines and a large storage capacity with provision for Proper stacking of Instruments.
61	The fixtures should include modular work station with a size of 6 x 2.5 ft. with acid and fire resistant table top, high quality wash basin

Schedule No.02
TABLE TOP AUTOCLAVE

S No	Specifications
1.	Sterilizer Type: Table Top Sterilizer.
2.	Capacity: minimum 18liters
3.	Chamber Size: The sterilizer should have Rectangular/Cylindrical chamber with suiting the volume for
4.	Maximum processing capacity per charge.
5.	Quality System Compliance: Sterilizer should comply the quality systems as per ISO 9001:2000, EN ISO
6.	Types of Cycles Process: Table Top Sterilizers should be equipped with B-process as per latest
7.	International standards
8.	Should be made of S.S.316 & should comply the Pressure Equipment Directive (PED) & EN 13445 norms or equivalent
9.	Chamber should have minimum 5 years warranty or should confirm 44- 50,000 process minimum life.
10.	Chamber should have working pressure 2.2 bar & design pressure upto 3.8 bar.
11.	Chamber should have Stress & Fatigue analysis reports for material & construction of the pressure vessel.
12.	Chamber should be equipped with electrically heated jacket for preheating on stand by mode
13.	Should have horizontal sliding/Hinged door with silicon elastomer rubber gasket to withstand temperature upto 140°C.

14.	A disposable air filter should be provided for filtering the atmospheric air before entering inside the chamber. The filter separation efficiency should be higher than 99.998% for particle size less than 0.3µm
15.	134°C Wrapped & Unwrapped
16.	121°C Wrapped & Unwrapped
17.	134°C Flash/Rapid open instrument cycle.
18.	134°C Textile.
19.	134°C Prion.
20.	Test programs: Bowie & Dick, Leak Test, Helix Test
21.	Sterilizer should have inbuilt water reservoir with storage capacity of 3 – 5 Litres. The water reservoir should have easy access for cleaning & to avoid bio film.
22.	Sterilizer should have inbuilt steam generator with warranty of 5 years on heating elements. The steam generator design should be with integrated energy storing system for building up power for sterilization loads in short time
23.	The control system should be microprocessor based PLC system specially designed for sterilization applications. The control system should have CPU processor with battery back- up, Digital input/output controls, analog measuring inputs & COM ports for printer & PC connectivity.
24.	Alarms
25.	Automatic process checking & failure correction should be possible by the control system. The range of alarm should include Temperature & pressure sensor failure, phase time- out, doors not properly closed, power failure (less than 10 sec should be ignored), continuous self checking of all the safety devices, low water level etc. All the alarms should be audio- visual
26.	Accessories
27.	The sterilizer unit should included Rack with 3 levels & suitable size instrument trays should be the part of the supply for every sterilizer. The Sterilizer should have water circulation system so that no drain point & fixed water inlets required
28.	Standards & Norms
29.	The sterilizer must comply the following standards, ISO 9001:2000 (Quality Systems), ISO 13485:2003 (Quality Systems for Medical Devices), ISO 14001 (Environment Management System).
30.	The product should be US FDA or European CE Certified.
31.	Bidder has to give the demonstration of the entire quoted product as and when required.

Schedule No.03
Dental Digital radiography System with Radiography Unit

1. **Description of Function**

- a. RVG is used for digital dental x-rays which can be instantly viewed and evaluated with minimal radiation exposure

2. **Operational Requirements**

- a. High resolution RVG based on CCD/CMOS technology
3. Technical Specifications
- a. Min. 90% reduction in patient radiation as compared to analogue X-ray film
 - b. Thickness of the sensor should be less than or equal to 5 mm
 - c. Spatial resolution approx. 25 line pairs/mm
 - d. Dynamic range (accurate measurement of bone density), should be more than or equal to 14 bit mage acquisition
 - e. Computer with LCD color monitor 20 inch screen, Quad core, DVD-RW, 500 GB HDD, 4 GB RAM, laserjet printer and an online UPS (1 KVA). Specifications.(Input 160-260 V and output 220-240 V and 50 Hz)
 - f. Intra oral X-ray unit should be based on DC current, and high frequency X Ray generator, tube voltage, selection: 60-65-70 kVp, tube current, 6 mA/ 8 mA, focal spot 0.8 x 0.8 mm, total filtration > 2 mm Al, minimum range of exposure time range – 0.02 to 3.2 secs, manufactured with international Safety standards for radiation leakage, electronic selection of exposure time/radiation according to tooth number. It should be possible to select exposure time manually and with option for wall mount/ mobile stand.
 - g. Should have positioning devices
 - i. Bitewing
 - ii. Periapical
 - iii. Endodontic
 - i. Should have at least 10,000 numbers of disposable plastic sheaths for the placement of sensors in the patient's mouth
4. System Configuration Accessories, spares and consumables
- a. X-ray unit should be supplied with lead free apron.
 - b. Additional sensor with Minimum active area - 800 mm area
5. Power Supply
- a. Power input to be 220-240VAC, 50Hz fitted with Indian plug
 - b. Servo Voltage stabilizer of appropriate ratings meeting ISI Specifications.(Input 160-260 V and output 220-240 V and 50 Hz)
6. Standards, Safety and Training
- a. Should be US FDA or European CE approved product
 - b. Should be AERB Type Approved
 - c. Manufacturer/ Supplier should have ISO certification for quality standards.
 - d. Electrical safety for dental x-ray unit conforms to standards for electrical safety IEC-60601 / IS-13450
7. Documentation
- a. User/Technical/Maintenance manuals to be supplied in English.
 - b. List of important spare parts and accessories with their part number and costing
 - c. Log book with instructions for daily, weekly, monthly and quarterly maintenance checklist. The jobdescription of the hospital technician and company service engineer should be clearly spelt out.

Schedule No.04
SURGICAL MICROMOTOR WITH CONSOLE

S No	Specifications
1.	US FDA or European CE Certified
2.	Should be a Motor-Brushless induction motor
3.	The Control Unit should have easy control of speed, motor direction, torque and irrigation pumps.

4.	It should work with in 50-60 Hz or 100-240V
5.	The irrigation pumpage should not be more than 120ml/minute.
6.	The Max rpm should be 45000 u/min
7.	Motors should have high consistent torque
8.	The micromotor should be with a illumination (LED Based/Fiber optic)
9.	The MicroMotor with Cable should be autoclavable upto 134°C.
10.	The MicroMotor should come with an intra coupling (“E” coupler) so that allows for universal attachment between motors and handpieces regardless of make
11.	The Micromotor with Intra coupling should be upgradeable such that Microcompass saw and Micro sagittal saw can be attached in future
12.	The Control unit should also come with a foot pedal
13.	The Footpedal should have protection proof class of atleast IP x 5.
14.	The Footpedal should have on and off for irrigation pump and have change over function for clock wise and anticlockwise rotation.
15.	Should include Cleaning & Lubricating spray
16.	All the accessories for basic functions should be provided.
17.	One straight scratch resistant Handpiece. (Should be able to accept regular Burs)
18.	One Contra Angle Hand Piece (Should be able to accept regular 701/702 Burs)
19.	Demonstration of the Quoted item is must at the predetermined place by the purchaser

Schedule No.05
Heavy duty suction

1. Should be manufactured by ISO Certified Company.
2. Should be US FDA or European C E certified.
3. Should be Electrical Driven based on Piston / Cylinder technology.
4. Should be made for long Surgery.
5. Should be Noiseless and Vibration free.
6. Vacuum should not be less than - 400 mmHg
7. Should be operated by Foot Switch also
8. Jar capacity should have 3 Ltr. Non- breakable and Autoclavable.
9. Should be fitted on trolley with lockable castors

Schedule No.06
Lab Micromotor

1. Ball bearing high torque electric motor
2. 0 - 35000 RPM variable speed; variable speed motor
3. Forward/reverse switch; ease of changing driving direction
4. Automatic stops with alarm beep & overload rest.
5. Heavy duty handpiece for dental lab
6. Handpiece rest
7. Foot control
8. Technical Data: - Voltage 230V. Speed 0- 35000 RPM
9. Should be manufactured by a ISO Certified company.
10. Hand Piece should be all-in-one turbine, air nozzle and spray, reduced weight and ergonomic design, whisper quiet/ no vibration, high torque, fiberoptics and smooth transitioning while increasing or decreasing rpm's.

Schedule No.07
LED Light Cure Unit

S No	Specifications
1.	US FDA or European CE Certified
2.	Should be Cordless
3.	Ultra-quiet, ultra-portable, and ultra-powerful LED dental curing light.
4.	Fan free/micro fan silent operation
5.	Multiple setting light timer
6.	Light source: Ultra high intensity light emitting diode (LED) 390-510 mm wave length
7.	The LED Tip Should be freely adjustable, rotating 360, for easy access to the restoration site.
8.	Should include Eye Protection Shields,
9.	Should have Built-In Radiometer
10.	Should be slim and not a robust design so it comfortably sits in the operators hand.
11.	Light shall be instant ON, no wait, no warm up time.

Schedule No. 08
ENDOMOTER - ENDODONTIC ELECTRIC MOTOR

S No	Specifications
1.	US FDA or European CE Certified
2.	Should be with Cord
3.	Simple, flat control panel and LCD screen
4.	Should include lightweight handpiece with a small head
5.	Should have Variable torque
6.	Should be programmable
7.	Should have Auto-Torque/Reverse
8.	On / Off button on the motor handpiece
9.	The handpiece should be Contra-Angle 16:1
10.	Should operate with or without foot pedal and can be battery operated as well as electrically powered
11.	Should have Multiple auto-reverse modes
12.	Should have adjustable programme selections
13.	Should include Battery, Adapter and Handpiece stand with the equipment
14.	Should be able to use any rotary system available.
15.	Bidder has to give the demonstration of the entire quoted product as and when required.

Schedule No.09
Dental extraction Instruments

1. Should be US FDA or European CE Certified and should be Medical grade stainless steel, Autoclavable and ergonomically in design
2. Forceps should have precise, anatomically designed beaks for a sure, effective grip.
3. Full set of forceps for extractions of all the teeth which should include

Should Include all these forceps.	Quantity
i. Upper Anterior, Premolar and Roots Forceps	3 Each
ii. Upper Molar (Rt & Lt) and Roots Forceps	3 Each
iii. Upper bayonet and third molar forceps	3 Each
iv. Lower Anterior, Premolar and Roots Forceps	3 each
v. Lower Molar and Roots Forceps	3 each
vi. Upper (Rt & Lt) and Lower Cow horn type Forceps	3 each
vii. Lower third Molar Forceps	3
viii. Child pattern Forceps (Pediatric)	1 set

4. Full set of Elevators which should include

i. Apex Elevators	2 Set
ii. Luxators	5
iii. Coupland's Elevator	5
iv. Straight Elevator	5
v. Cryer's Elevator (Left and right)	4 pairs
vi. War Wick James Pattern Elevator (Straight, Left and right)	4 each
vii. Root Tip Elevator	2

5. Bidder has to give the demonstration of the entire quoted product as and when required.
6. Bidder has to quote all the items as a set.

Schedule No.10
Surgical Saw Unit with Console

1. The instruments must be ISO certified and copy to be enclosed
2. All instruments should be European CE or US FDA certified
3. Electric motor drill should have speed not less than 60,000 RPM
4. Should have integrated cooling mechanism
5. Should accept two hand pieces simultaneously
6. Should have bidirectional rotation
7. Rotation should be controlled by the console
8. Should have option for hand control also
9. Should have irrigation system
10. The total length of the handpiece cord should be more than 10 feet
11. The total length of the cord for foot switch should be more than 10 feet
12. Foot switch should have irrigation Of/on Switch

13. Foot switch should have rotation direction control
14. Should be supplied with reciprocating saw more than 10000 rpm
15. Should be supplied with Oscillating saw more than 10000 rpm
16. Should be supplied with sagittal saw more than 10000 rpm
17. Should be supplied with burs nos 20
18. Should be supplied with different saw blades nos 10 each.
19. Should have handy design for easy handling and operation preferably a pen shaped design.
20. Should have Emergency Safety OFF on hand switch
21. Torque limitation switch is available in the console
22. Irrigation can be turned ON/OFF from sterile field with footswitch
23. Low heat generation for electrical system
24. Maximum speed indication for burrs on burr shaft
25. Snap lock for reciprocating saw blades on reciprocating saw
26. Irrigation Tube Set with all necessary attachments
27. Bidder has to give the demonstration of the entire quoted product as and when required.

Schedule No.11

Heavy duty Dental Vibrator

1. Dental vibrators should be designed to used to de-bubble plaster, stone or viscous solution.
2. A dental vibrator should feature varying intensity vibration with different speed settings.
3. The size of the platform should not be less than 5 inches in any dimension and should be detachable for proper cleaning.
4. Rubber feet stop movement of the dental vibrator when powered on.
5. Vibrator should be able to debublize most of the dental products like plaster, stone.
6. Should be manufactured by an ISO certified company.
7. Should be US FDA or European CE certified.

Schedule No.12

Physiodispenser With Reduction gear Handpiece

1. Should Be US FDA or European CE certified
2. Powerful motor with 5.5 Ncm torque
3. Wide speed range: 300 up to 40,000 rpm at the motor
4. Precise torque limitation: 5 to 70 Ncm
5. Automatic thread cutter function
6. Motor with cable, thermo washer disinfectable and sterilizable, Autoclavable
7. Hand Piece(2 Nos)
 - i. Should have powerful gearings
 - ii. Should offer Maximum torque (Approx 70 Ncm) necessary for all drilling and shaping applications and thus ensures precise work.
 - iii. Should be a reduction gear of 20:1
 - iv. Both Internal and External Spray
8. Important spare parts and accessories with their part number should be provided.
9. Should include 500 disposable irrigation system
10. Bidder has to give the demonstration of the entire quoted product as and when required.

Schedule No.13

UV Cabinet For Each Chair

1. The ultraviolet cabinet should double door.
2. Minimum of Eight small trays and 3 deep trays.
3. Specialize chamber for all kind of surgical dental instruments

4. Magnetic door latch.
5. Door actuated switch and mains switch.
6. Should be manufactured by an ISO Certified Company.
7. UV tube of short wave Ultraviolet germicidal irradiation range.
8. Should have a interior Capacity of minimum 20 Litres.

Schedule No.14
Electro Surgical Unit.

1. Should be High Frequency Electro Surgical Unit with excellent cutting and coagulation.
2. Should have two different types of current, one for cutting and one for coagulation.
3. The two types of current should be activated – at the user’s option – either via a foot switch or a handle featuring a pushbutton.
4. Should be suitable for dental, oral and maxillomandibular applications, the high-frequency current should be activated in two different ways. In hand switch mode, the HF current should be activated. Via a finger-operated switch located on the handle. In foot switch mode, a handle without a pushbutton should be used and the HF current should be activated via a foot switch.
5. Should have an optional foot switch for use with a handle without pushbutton.
6. All functions available should be clearly marked by symbols on the front panel.
7. The unit should have an analog rotary switch for safe and easy power setting.
8. Should have Safety requirement as per IEC 60601 standards
9. Should have US FDA or European CE approved

Should be quoted with the following accessories for Hand switch operation :

(i) Main Unit	.....	1 no.
(ii) Handle with finger switch, connection cable 3 m	.....	1 No.
(iii) Electrode stand for 8 dental electrodes	.....	1 No.
(iv) Needle electrode 0.2 mm, straight	.....	1 No.
(v) Needle electrode, 45° angled	.....	1 No.
(vi) Wire loop electrode, Ø 5 mm	.....	1 No.
(vii) Wire loop electrode, rhombic, 8 x 5 mm	.....	1 No.
(viii) Wire loop electrode, elongated, 7.0 x 1.5 mm shaft 45° angled	.....	1 No.
(ix) Needle electrode for coagulation, Ø 0.6 mm, 45° angled	.....	1 No.
(x) Ball electrode, 45° angled, Ø 3.0 mm,	.....	1 No.
(xi) Silicon Patient Plate	.....	1 No.
(xii) Double pedal Foot Switch	.....	1 No.

Schedule No.15
General Instrument Set for Dentistry – Out Patients Departments

1. Should be European CE or US FDA certified
2. The instruments must be manufactured by a ISO certified company

3. Bidder has to quote all the items as a set.
4. Bidder has to give the demonstration of the entire quoted product as and when required.

	Product	Specification	Quantity
1.	Mouth Mirrors	Mouth mirror, with Anti Fog, Mirrors, rust free , slimline	50
2.	Probes	Medical Grade Stainless, Autoclavable.	50
3.	Explorers	Medical Grade Stainless, Autoclavable.	50
4.	Tweezers	Medical Grade Stainless, Autoclavable.	50
5.	Instrument trays	Medical Grade Stainless, Autoclavable.	4
6.	Cheatel forceps	Medical Grade Stainless, Autoclavable.	3
7.	Kidney trays	Medical Grade Stainless, Autoclavable. Medium - 125 x 8	5
8.	Scalpel Handles	Bard Parker style with metric rule (No 03)	5
9.	Scalpel Blade Remover		2
10.	Castroviejo Calipers	<ul style="list-style-type: none"> • Straight 40 mm 	1
11.	Periosteal elevators	<ol style="list-style-type: none"> 1. Molt No 9 2. Howarts 3. Moons Probe 	25 (Molt No 9) rest other 3 each
12.	Root Tip Picks	<ol style="list-style-type: none"> 1. Apical 9, 9L and 9R 2. Davis Double-end 	2 sets
13.	Restorative Filling and carving Instruments Set	Tofelmere Sectional Matrix kit Cement Spatula Cement Carrier Cement Condenser Spoon Excavators Amalgam carvers Full set Amalgam condensers Full set Burnishes Full set Amalgam Carrier, non-clogging operation Glass Slab for mixing	5 5 2 5 5 5 2 Set 2 each 2 each 2 each
14.	Composite Filling Instruments	<ol style="list-style-type: none"> 1. Full Set of instruments. Both anterior and Posterior Restoration. 2. Products should include a wide range of spatulas ideally tailored for the purpose. 3. Polished, corrosion-resistant Teflon coated tips prevent the adhesion of filling material so the treating professional can place it exactly where it belongs. 4. Should not cause corrosion or felting of the filling material 5. Should be European CE Approved 	2 kits
15.	Rubber dam kits		2 - adult 1- pedo

16.	VITA Shade guide for porcelain and Composite		1
17.	Hand Scaling instruments	<ul style="list-style-type: none"> • Anterior Sickle/Hoe Scaler • Jacquette Scaler anterior and posterior <p>Made of medical grade steel. Instruments Sharpening tool also included</p>	2 sets
18.	Periodontal Knives	<ol style="list-style-type: none"> 1. Goldman-Fox 7,8,9 and 11 2. Kirkland Knife 3. Orban Knife 4. Tunnelling Knife #1 and #2 	1 set
19.	Periodontal Surgical Curettes	<ol style="list-style-type: none"> 1. Set of 7 Gracey Curretes No 1 to 14 (double ended) 2. Universal Currete 2R -2L & 4R – 4L 	1 set
20.	Periodontal Chisels	Ochsenbein	1 set
21.	Periodontal Files	<ol style="list-style-type: none"> 1. Schluger Curved File 2. Sugarman File Mesial/Distal and Buccal/Lingual 	1 set
22.	Mean value Articulator	Three Point Articulator	2
23.	Dental Impression Trays	<p>Both Perforated and Nonperforated Impression trays (upper & lower arches)</p> <ul style="list-style-type: none"> • Should be Autoclavable & reusable • Anatomic shapes with good peripheral support. Rigid with ergonomic handle. • All Sizes <p>Non Perforated</p>	3 sets each
24.	Rubber Bowls	Medium Size	10
25.	Plaster Spatula	Straight and Curved	3 each
26.	Wax Spatula	Medical Grade Stainless, Autoclavable.	10
27.	Wax Knife		5
28.	Lacreons Carver		10
29.	Plaster Knife		5
30.	Crown Preperation Kit	Daimond cutting points used for Crown preperation	2 Sets
31.	Crown Remover	Automated	1
32.	Fox Plane		2
33.	Denture Polishing Kit		2 sets each
34.	Austins retractor	<ol style="list-style-type: none"> i. With out Fiber optic attachment ii. With Fiber Optic attachment 	3 2
35.	Artery forceps	8 ½ inches Stainless Steel curved Halsted type	12
36.	Bone file	<ul style="list-style-type: none"> • Cross-Cut file with Curved working end combined with a straight working end • Cross-Cut file with Small paddle shaped end is half the size of the larger paddle shaped end. 	4

37.	Bone Ronger	1. End-cutting 2. Side-Cutting 3. Boehler Double Action	2 each
38.	Adson forceps	i. Adson Plain ii. Adson Toothed iii. Adson Micro	2 each
39.	Allison forceps	Allison Straight	10
40.	Towel Clips	Rachette Design and spring Design	20
41.	Sponge holder		2
42.	Mallet	Stainless steel with nylon facings should withstand autoclave sterilization	1
43.	Bone Chisels	Made of High Quality Surgical Stainless Steel <ul style="list-style-type: none"> • Single Bevel, 4mm, 6mm, 8mm • Bi-Bevel 4mm, 6mm, 8mm 	2 sets
44.	Scissors	<ul style="list-style-type: none"> • Goldman-Fox Straight • Metzenbaum Curved/Pointed • Metzenbaum Delicate Curved/Blunt • Mayo Curved/Blunt • Bandage Scissors • Suture Cutting • Crown & Gold Curved 12 cm 	2 each
45.	Needle Holders	<ul style="list-style-type: none"> • Mayo-Hegar 6'' • HMT Thin Jaw 5'' Tungsten Plated	4 each
46.	Babcocks Forceps		2
47.	Punch Biopsy Set		1 set
48.	Glass Bead Sterilizer		2
49.	Orthodontic Instruments	Adams plier	3
		Universal plier	3
		Straight Cutter long and short Handle	1 each
		Distal End Cutter	1
		Pin And ligature cutter	1
		Heavy wire cutter	1
		Straight Wire plier (Bird beak) Short and long	1 each
		Dellarosa	1
		Bonding Tweezers Curved and straight	2
		Spot Welder	1
		Solder torch	1
		Chair Side Sand blasting unit	1
		Nola Dry Field System	4
	Intra Oral Mirror set	2	
50.	Aspirating Syringes	<ul style="list-style-type: none"> • Should be made of surgical grade stainless steel. These syringes are indicated for the injection of local anesthetic solution. • Ergonomic and lightweight • Designed to Reduce hand stress during injection Should accept 1.7 ml and 1.8 ml dental cartridges	5

Schedule No.16
Ultrasonic cleaner

1. Ultrasonic cleaners should produce high frequency and high intensity sound waves that removes dirt and debris from instruments.
2. Should be timer controlled ULTRASONIC CLEANER. Automatic initializing and easy to set three durations by touch buttons.
3. Should have a high quality deep drawn stainless steel vessel to avoid rusting and should be housed in high-grade elegant fiberglass casing.
4. Mesh basket should be made of stainless steel to place instruments for cleaning.
5. Tank capacity should be a minimum of 10 liters
6. Should have multiple timer settings
7. Noise level should not exceed 65 dB
8. One accurate self measuring bottle of each solution: Super concentrate general purpose cleaner, Enzymatic Solution, Germicidal Cleaner (effective to kill HIV virus), Cement remover solution
9. Input voltage - 230 V. AC + 10% 50Hz
10. US FDA or European CE Certified

Schedule No.17
Craniomaxillofacial Trauma Instruments

The entire instrument every single of them should abide to the below mentioned norms.

1. Should be European CE or US FDA certified
2. The instruments must be manufactured by an ISO certified company.
3. All the instruments should be quoted along with autoclavable containers which meets international standards and approved for steam sterilisation procedures to EN 285:2006+A1: 2008.
4. The instruments should remain sterile in the container and the container should be capable of being brought into the operation room without any essential packaging.
5. The Plating System should atleast comprise of the below mentioned instruments.
6. All the instruments and the container should comply with the specifications listed earlier
7. Bidder has to quote all the items as a set.
8. Bidder has to give the demonstration of the entire quoted product as and when required.

S No	Instrument	Quantity
01.	Container for Complete Instruments, with Lid	1
02.	Containerfor Plates and screws, with Lid without implants	1
03.	Screwdriver Shaft, long, self-holding, with Hexagonal Coupling for use in Screws from 1mm to 2.0mm	2

04.	Screwdriver Shaft, long, self-holding, with Hexagonal Coupling for use in Screws from 1.5mm to 2.5mm	2
05.	Screw driver Handle, medium, with Hexagonal Coupling	2
06.	Plate Holder, long	1
07.	Plate Bending Pliers 3D	1
08.	Bending Pliers for Plates	1
09.	Plate Cutter Heavy	1
10.	Orbital Retractors Left and right	1 pair
11.	Screw driver shaft with Holding sleeve, Hex coupling, Long, Approx. 95mm	1
12.	Drill sleeve with thread 1.5	2
13.	Drill sleeve with thread 1.8/2.0	2
14.	Drill sleeve with thread 2.4	1
15.	Wire Cutting Plier - heavy	1
16.	Double drill guide 1.5/2.0	1
17.	Double drill guide 1.8/2.4	1
18.	Bending Iron for 2.4 to 3.5 mm plates	1
19.	Bending Pliers with Nose (3 plane bender)	1
20.	Drill Bit 1.5 mm, long, for J-Latch Coupling	5
21.	Drill Bit, 1.8mm, long, for J-Latch-Coupling	5
22.	Drill Bit, 2.4mm, long, for J-Latch-Coupling	5
23.	Drill Bit 1.1mm 6mm with stop	5
24.	Drill Bit 1.1mm 8mm with stop	5
25.	Drill Bit 1.5mm 8mm with stop	5
26.	Reduction Forceps for fragments	1

Schedule No.18

SUBCONDYLAR AND RAMUS FIXATION WITH TRANSBUCCAL SET

1. Should be European CE or US FDA certified
2. The instruments must be manufactured by an ISO certified company.
3. All the instruments should be quoted along with autoclavable containers which meets international standards and approved for steam sterilisation procedures to EN 285:2006+A1: 2008.
4. The instruments should remain sterile in the container and the container should be capable of being brought into the operation room without any essential packaging.
5. Bidder has to quote all the items as a set.
6. Bidder has to give the demonstration of the entire quoted product as and when required.
7. Should support intraoral and submandibular endoscopic approaches
8. Should support open surgical approaches to trauma and orthognathic surgical procedures
9. Should assist in manipulation of the bone segments
10. Should include specialized instrumentation designed to support the endoscopic treatment of trauma and orthognathic surgery involving the sub condylar/ramus region of the mandible.

11. Should include also.

- a. Double ended elevators for soft tissue dissection and fracture reduction
- b. Optical retractors with Handles
- c. Trocar set
- d. Fragment manipulation instruments
- e. Subcondylar Elevators Left Right
- f. Articulator plate introducer with holding tips
- g. Insert Drills
- h. Retractors
- i. Plate holding forceps
- j. Handle for drill sleeves

Schedule No.19
HAND PIECE CLEANING SYSTEM

1. Should be European CE or US FDA certified
2. The instruments must be manufactured by an ISO certified company.
3. To automatically and correctly clean and lubricate all high speed hand pieces, low speed hand pieces and air motors before autoclaving.
4. The system should have pneumatic operation and provide following functions
 - a. Automatic Cleaning and lubrication of internal components with service oil.
 - b. Automatic cleaning of the spray water and spray channels with cleaning fluid.
 - c. flushing through with compressed air
5. Fast cycle time less than 2 minutes
6. Separate containers for lubricating oil and cleaning fluid
7. operating compressed air pressure must be between 4-10 bars and suitable air compressor must be provided
8. Must have indicators for lubricating oil level and cleaning fluid level.
9. Should have 3-ports to maintain all hand pieces brands..

Schedule No.20
FIBER OPTIC LIGHT SOURCE:

1. Should provide cool, shadow less, deep cavity lighting.
2. Flexible or malleable, it may be attached to most retractors or instruments,
3. Once attached to the instrument, its thin, low-profile takes minimal space
4. Once attached to the instrument, its thin, low-profile takes minimal space
5. Xenon light source of 300 Watts
6. Should be able to produce colour temperature of 6000 k
7. Should have continuous manual adjustment of light output
8. One spare xenon lamp 300 watts.
9. Fibre Optic Light Cable-2
10. Fibre Optic light cable, length: 250cm.- 01No.
11. Should be European CE or US FDA approved

Schedule No.21
SURGICAL LOUPES

1. Should be European CE or US FDA approved
2. Magnification minimum 4.0 x
3. Working Distance 300 - 700mm
4. Wider Field of view more than 90mm
5. Folding bridge for proper adjusting the vision
6. Should be attached to the Head Band system
7. Should have a high quality Case to store the unit

Schedule No.22
Erbium Laser (Dental Hard Tissue Laser)

1. It should be Erbium Laser
2. Wave length should be 2780 or 2940nm
3. Power output should be 0.1 – 10W
4. Aiming Beam should be 650nm RD – 5MW adjustable.
5. Energy to tissue: 30-400mJ (1-10pps), 30-170mJ (20pps), 30-80mJ (25pps)
6. Laser delivery should be self calibrated.
7. It should be self diagnostic.
8. There should be LCD touch screen.
9. Cooling system should be water to air (inbuilt).
10. Input power should be 220 VAC, 50-60MHz
11. System should be ISO and CE compliant.
12. It should come with 25nos. of Laser Fiber dispersible tips.
13. Cost of tips should be quoted separately.
14. It should be supplied with 2 pair of safety goggles.
15. It should be supplied along with voltage stabilizer.

Schedule No. 23
Portable Dental Chair and Unit

1. Portable dental chair with adjustable seat heights and back adjusts from upright to supine position.
2. Handle or case for convenient transportation.
3. Portable operator stool.
4. Portable light source.
5. Briefcase or suitable unit which should include 1 each of the following :
Saliva ejector, 3 way syringe, air rotor point with hand piece, ultrasonic scaler with minimum 3 scaling tips.
6. Built in air compressor.
7. Built in suction.

Schedule No.24
General Maxillofacial Surgical Instruments

The entire instrument every single of them should abide to the below mentioned norms.

1. Kindly enclose the certificate of the quality of the material used in the making of the instrument.
2. Should be European CE or US - FDA certified and must enclose the certificate
3. The instruments must be manufactured by an ISO certified company.
4. Bidder has to quote all the items as a set.
5. Bidder has to give the demonstration of the entire quoted product as and when required.
6. All the instruments should be quoted along with autoclavable containers which meets international standards and approved for steam sterilization procedures to EN 285:2006+A1: 2008.
7. The instruments should remain sterile in the container and the container should be capable of being brought into the operation room without any essential packaging.

SN	Instrument	Specification	Quantity
02.	Scalpel Handles	Round handle, serrated, for secure grip, Specially designed for maxillofacial surgery. Used for no 15 and No 11 no BP Blades	10
03.	Micro Dissection Needles (Colorado Tips)	<ul style="list-style-type: none"> • 30 mm length, straight, • 30 mm length, 3mm, 45^o angle • 20 mm length, 90^o angle • 127 mm length, straight sleeve, 3mm, 45^o angle • 127 mm length, straight sleeve, 10 mm, 45^o angle • 127 mm length, sleeve with 51 mm 45^o bend 	1 each
04.	Mouth Gags	<ul style="list-style-type: none"> • Dingmans Mouth Gag with all attachments • Histers • Fergusons 	1 set each
05.	Tongue Depressors	<ul style="list-style-type: none"> • Stainless steel Flat (Adult And Pedeatric) 	2 each
06.	Plastic Cheek retractors	Plastic Cheek retractors (Autoclavable) <ul style="list-style-type: none"> • Adult and Pediatric both in Self Retaining and Single sided types. • Transperent/clear for better appriciation of the underlying tissues 	2 sets each
07.	Mouth Props	Rubber Coated with metal frame. Set of Multiple sizes from child size to large adult size.	4 sets
08.	Scissors	Should have Tungsten Carbide inserts 1. Rhinoplastic scissors strongly curved, blunt/blunt 13 cm	2
09.	Tissue Forceps	Preferable to be having Tungsten Carbide inserts 1. Adson Micro fine 12 cm, 15 cm 2. Adson Regular fine 12 cm, 15 cm • Both Toothed and Non toothed	3 each
10.	Suction Tubes	1. Mastoid Suction tip, working length 10 cm, 2mm diameter 2. Frazier Suction tip size 4 , 6	2 each

11.	Soft Tissue Retractors	<ol style="list-style-type: none"> 1. Original Tessier 15 cm, 35 x 16 mm - 30 x 12 mm 2. Magee Eyelid and lip retractor 15 cm, 15 mm wide 3. Wassmund Soft tissue retractor 33 x 20 mm 21 cm 4. Obwegeser Soft tissue retractor curved up, concave blades 22 cm, 10 x 42mm 5. Catspaw retractor 6. Small Langenback retractor 	2 each
12.	Retractors	<ol style="list-style-type: none"> 1. Obwegeser Chin retractor malleable 15 cm 2. Mandibular body retractor 13 mm , 17 cm 3. Obwegeser Mandibular channel retractor 17.5 cm, 8 mm both with and without fiber optic cable fitting 4. Obwegeser Ramus retractor 22 cm, 12 - 22 x 70 mm 5. Sigmoid notch retractor with and without fiber optic cable fitting Left & right 6. Intra Oral Vertical Osteotomy (I.O.V.O.) Retractor 23 cm with and without fiber optic cable fitting 	1 sets each
13.	Maxilla Mobilizers	<ol style="list-style-type: none"> 1. Tessier Maxilla mobilizer 9 mm, 15 cm. Left and right 	1 set each
14.	Nasal Retractors	<ol style="list-style-type: none"> 1. Tessier Nasal specula 14 cm, length of blades 40 mm 2. Aufricht Nasal retractor 9 x 44 mm 16 cm 3. Sailer Nasal bridge retractor 15 - 20 x 50 mm 23.5 cm 4. Kilner Alar Retractor 5. Killian Nasal Speculum 50mm, 90 mm 	1 set each
15.	Cheek retractors	<ol style="list-style-type: none"> 1. Cheek retractor 21 x 23 mm / 26 x 35 mm 18 cm 2. Malleable Retractors 16 / 22 mm, 22 cms 	2 each
16.	Protectors	<ol style="list-style-type: none"> 1. Sailer Nerve protector curved downwards 16.5 cm 2. Babbush Sinus flap retractors 22 mm wide 12 cm 	2 each
17.	Hooks	<ol style="list-style-type: none"> 1. Skin hook 19 cm 2. Bone hook, 18.5 cm 	2 Each
18.	Elevators	<ol style="list-style-type: none"> 1. Obwegeser Multi Purpose Periosteal elevator with beveled edge, sharp, 18 cms, 6mm, 9mm, 11mm 2. Obwegeser Multi Purpose Periosteal elevator with flat end, sharp, 18 cms, 6mm, 9mm, 11mm 3. Obwegeser-Freer 6 mm blunt / 6 mm, sharp 21.5 cm 4. Krenkel Orbital periosteal elevator 3.5 / 7 mm 20 cm 5. Tessier Heavy periosteal elevator 20 cm, 16 mm and 12 mm 6. Ramus stripper sharp 17.5cm, 7mm 	2 each

		<p>7. Obwegeser sharp stripper, 5 mm, 7mm, 20.5 cm to engage the posterior and inferior borders of the mandible</p> <p>8. Pterygo-massetric sling stripper Rt and Lt, Blunt, 23 cms, 6.5mm, 9mm.</p> <p>9. Malar elevator 8 mm 23.5 cm small handle, blunt</p> <p>10. Dingmann Zygoma elevator blunt 22 cm</p> <p>11. Rowe Zygoma elevator blunt 25.5 cm</p> <p>12. Palate Dissector</p> <p>13. J Stripper</p>	
19.	Bone Rasps	<p>1. Aufricht Rasp curved, downward stroke 20 cm</p> <p>2. Aufricht Rasp curved, upward stroke 20 cm</p> <p>3. Williger Raspatory</p>	2 each
20.	Measuring Instruments	<p>1. Castroviejo straight Measuring range up to 40 mm 18 cm</p>	2 each
21.	Osteotomes	<p>1. Curved, 2mm, 4mm, 6 mm, 8mm, 10mm, 12mm, 13.5mm</p> <p>2. Straight 2mm, 4mm, 6mm, 8mm, , 10mm, 12mm, 13.5mm</p> <p>3. Bone Gouge 5 mm 22 cm</p> <p>4. Cottle osteotome 18cm 4mm & 7mm</p> <p>5. Tessier Nasal osteotome 5 mm 18.5 cm</p> <p>6. Obwegeser Nasal septum osteotome 4 mm , 6mm and 8mm. 18.5 cm</p> <p>7. Lateral nasal wall osteotome, left, 4 mm, 16.5 cm</p> <p>14. Lateral nasal wall osteotome, Right, 4 mm, 16.5 cm/17cm</p> <p>15. Tessier Retromaxillary chisel, curved 6 mm, 16.5 cm</p> <p>16. Obwegeser Pterygomaxillary osteotome 8 mm, and 11mm</p> <p>17. Bone graft osteotome, small, hexagonal handle, 10 mm, 16 cm straight & Curved</p>	2 each
22.	Mallets	<p>1. Mallets with interchangeable nylon faces. 100 g 22 cm 24 mm, 200 g 22 cm 28.5 mm, 150 g 22 cm 27 mm</p>	1 each
23.	Bone Holding Forceps	<p>1. Paulus Chin segment forceps 19 cm</p> <p>2. Sailer Maxillary bone graft holder 17 cm</p> <p>3. Dingmann, modif. heavy pattern 18 cm</p>	1 each
24.	Forceps	<p>1. Rowe Maxillary Disimpaction forceps 23 cms left and right (Pair)</p> <p>2. Connecting clamp for pair of Maxillary Disimpaction forceps</p> <p>3. Hyton William Forceps Forward and Downward Traction</p> <p>4. Tessier Bone spreader 18 cm</p> <p>5. Maxillary palatal bone spreader 17 cm</p> <p>6. Posnick Pterygomaxillary suture bone spreader 20.5 cm</p> <p>7. Tessier Child calvarial cutter 19.5 cm</p>	1 set each

		8. Tessier Strong bone cutter 21.5 cm 9. Obwegeser Ramus Clamps left and right 10. Walsam Nasal Forceps 11. Asch's Nasal Forceps 12. DANDY Forceps, curved sideways, cross serrated jaws 12 cm	
25.	Spreader	1. Smiths Ramus Spreader	2
26.	Atraumatic scalp clamp (Raynee Clips)		20
27.	Awls	<ul style="list-style-type: none"> • Obwegeser Zygomatic arch awl, • Obwegeser Mandibular awl 	1 set each
28.	IMF related	<ul style="list-style-type: none"> • Wire Cutter – Heavy Duty • Wire twisting forceps, 	3 each
29.	Self-retaining retractor,	<ul style="list-style-type: none"> • Blades 13 x 20 mm, left & right 	1 Pair
30.	Condyle Retractors	<ul style="list-style-type: none"> • Dunn-Dautrey Condyle retractor 	2pair
31.	TMJ Instruments	<ul style="list-style-type: none"> • Salzburg Condylar Repositioning fork 24.5 cm • Salzburg Retractor 24.5 cm • Atraumatic disc clamp 90o, 10cm, & 45o, 12cm • Disc resection scissors 13.5 cm • Reich File, 4.5 mm, flat, curved up, diamond dust surface 15 cm • TMJ Spreader • Eckelt Repositioning Forceps Right & Left • Eckelt TMJ Clamp Left & Right 	1 each
32.	Lacrimal Probe	<ul style="list-style-type: none"> • 00/0 	2
33.	Extra-Fine Explorer	<ul style="list-style-type: none"> • Round Handle 	5
34.	Bone Curette	<ul style="list-style-type: none"> • Double ended Lucas Curette • Volkmann Double Curette 	2 each

GENERAL TECHNICAL SPECIFICATIONS

GENERAL POINTS:

1. Warranty:

- a) Five years Comprehensive Warranty as per Conditions of Contract of the TE document for complete equipment (including Batteries for UPS, other vacuumatic parts wherever applicable) Warranty period will be 5 years from the date of installation, commissioning and 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 8 hrs. The service should be provided directly by Tenderer/Indian Agent. Undertaking by the Principals that the spares for the equipment shall be available for at least 10 years from the date of supply.

3. Training:

On Site training to Doctors/ Technicians/ staff is to be provided by Principal/ Indian Agents (if they have the requisite know-how) for operation and maintenance of the equipment to the satisfaction of the consignee. The same will be in line with the training modalities as specified in general technical specification.

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

Section – VIII
Quality Control Requirements

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

Tender Reference No.

Date of opening

Time

Name and address of the Tenderer:

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

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

- 02 Plant and machinery details
- 03 Manufacturing process details
- 04 Monthly (single shift) production capacity of goods quoted for
 - a. normal
 - b. maximum

- 05 Total annual turn-over (value in Rupees)
- 06 Quality control arrangement details
 - a. for incoming materials and bought-out components
 - b. for process control
 - c. for final product evaluation
- 07 Test certificate held
 - a. . type test
 - b. . BIS/ISO certification
 - c. . any other
- 08 Details of staff
 - a. technical
 - b. skilled
 - c. unskilled

Signature and seal of the Tenderer

Section – IX
Qualification Criteria

1. The tenderer must be a manufacturer. In case the manufacturer does not quote directly, they may authorise their authorized agent as per proforma of Manufacturer authorization form as given in the tender enquiry document to quote and enter into a contractual obligation.
2. (a) The Manufacturer should have supplied and installed in last **Five** years from the date of Tender Opening, at least 33% of the quoted quantity of the similar equipment meeting major parameters of technical specification which is functioning satisfactorily.
2. (b) The Tenderers quoting as authorized representative of the manufacturer meeting the above criteria 2 (a) should have executed at least one contract in the last five years from the date of tender opening of similar equipment meeting major parameters of technical specification which is functioning satisfactorily, anywhere in India of the same manufacturer

Note:

1. The tenderer shall give an affidavit as under:

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

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

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

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

PROFORMA 'A'
PROFORMA FOR PERFORMANCE STATEMENT

(For the period of last five years)

Tender Reference No. : _____

Date of opening : _____

Time : _____

Name and address of the Tenderer : _____

Name and address of the manufacturer : _____

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

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

Signature and seal of the Tenderer

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

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

**Section – X
TENDER FORM**

Date_____

To

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

Ref. Your TE document No. _____ dated _____

We, the undersigned have examined the above mentioned TE document, including amendment/corrigendum No. _____, dated _____ (if any), the receipt of which is hereby confirmed. We now offer to supply and deliver _____ (*Description of goods and services*) in conformity with your above referred document **for the sum as shown in the price schedules attached herewith and made part of this tender**. If our tender is accepted, we undertake to supply the goods and perform the services as mentioned above, in accordance with the delivery schedule specified in the List of Requirements.

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

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

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

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

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

(Signature with date)

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

SECTION – XI PRICE SCHEDULE

A) 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.) 4 x 5(g)
				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)	Packing and Forwarding charges (d)	Inland Transportation, Insurance for a period including 3 months beyond date of delivery, loading/ unloading and Incidental costs till consignee's site (e)	Incidental Services (including Installation & Commissioning, Supervision, Demonstration and Training) at the Consignee's site (f)	Unit Price (at Consignee Site) basis (g) =a+b+c+d+e+f	

Total Tender price in Rupees: _____

In words: _____

Note: -

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

Name _____

Business Address _____

Place: _____

Signature of Tenderer _____

Date: _____

Seal of the Tenderer _____

B) PRICE SCHEDULE FOR GOODS TO BE IMPORTED FROM ABROAD

1 Schedule	2 Brief Description of Goods	3 Country of Origin	4 Quantity (Nos.)	5 Price per unit (Currency)							6 Total price on CIP Named Port of Destination + Insurance (local transportation and storage) 4X 5 (e)
				FOB price at port/airport of Lading	Indian Agency Commission (% of FOB)**	Net FOB (a)	Freight & Insurance (port of loading to port of entry) and other Incidental costs (b)	Incidental Services (including Installation & Commissioning, Supervision, Demonstration and Training) at the Consignee's site (c)	Extended Insurance (local transportation and storage) from port of entry to the consignee site for a period including 3 months beyond date of delivery** (d)	Unit Price on CIP Named Port of Destination + Extended Insurance (local transportation and storage) (e) = a+b+c+d	

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

Total Tender price in foreign currency: _____

In words: _____

Note: -

1. If there is a discrepancy between the unit price and total price THE UNIT PRICE shall prevail.
2. The charges for Annual CMC after warranty shall be quoted separately as per Section – XI – Price Schedule C
3. The Tenderer will be fully responsible for the safe arrival of the goods at the named port of entry in good condition as per terms of CIP as per INCOTERMS, if applicable
4. Custom duty @ 11.64% and 2% C & F charges will be added to the CIP price to arrive at the DDP price for evaluation purpose.

Indian Agent:

Indian Agency Commission - ___% of FOB

Signature of Tenderer _____

Place: _____

Date: _____

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

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

1	2	3	4					5	6
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 Each Unit for 5 years (4a+4b+4c+4d+4e)	Annual Comprehensive Maintenance Contract Cost for 05 years (3 x 5)
			1 st	2 nd	3 rd	4 th	5 th		
			a	b	c	d	e		

* After completion of Warranty period

NOTE:-

1. In case of discrepancy between unit price and total prices, THE UNIT PRICE shall prevail.
2. The cost of Comprehensive Maintenance Contract (CMC) which includes preventive maintenance including testing & calibration as per technical/ service /operational manual, labour and spares, after satisfactory completion of Warranty period may be quoted for next 5 years on yearly basis for complete equipment and Turnkey (if any).
3. The cost of CMC may be quoted along with taxes applicable on the date of Tender Opening. **“Whether service tax on CMC is inclusive or extra ,if extra, indicate the present rate.....”**.In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later.
4. Cost of CMC will be added for Ranking/Evaluation purpose.
5. The payment of CMC will be made as per clause GCC clause 21.1 (D).
6. The uptime warranty will be 98 % on 24 (hrs) X 7 (days) X 365 (days) basis or as stated in Technical Specification of the TE document.
7. All software updates should be provided free of cost during CMC period.
8. The stipulations in Technical Specification will supersede above provisions
9. The supplier shall keep sufficient stock of spares required during Annual Comprehensive Maintenance Contract period. In case the spares are required to be imported, it would be the responsibility of the supplier to import and get them custom cleared and pay all necessary duties.

Place: _____
Date: _____

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

D) PRICE SCHEDULE FOR TURNKEY

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 _____

Signature of Tenderer _____

Seal of the Tenderer _____

Place: _____

Date: _____

**SECTION – XII
QUESTIONNAIRE**

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

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

SECTION – XIII

BANK GUARANTEE FORM FOR EMD

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

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

fails or refuses to furnish the performance security for the due performance of the contract or
fails or refuses to accept/execute the contract or
if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged

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

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

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

.....
Name and designation of the officer

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

SECTION – XIV

MANUFACTURER’S AUTHORISATION FORM

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

Dear Sir,

Ref: Your TE document No _____ dated _____

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

We also state that we are not participating directly in this tender for the following reason(s):

(*please provide reason here*).

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

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

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

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

Yours faithfully,

[*Signature with date, name and designation*]

for and on behalf of Messrs _____
[*Name & address of the manufacturers*]

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

SECTION – XV

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY/ CMC SECURITY

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

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

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

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

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

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

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

This guarantee shall be valid up to 66 (Sixty Six) months from the date of Notification of Award i.e. up to ----- (indicate date)

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

.....
Name and designation of the officer

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

SECTION – XVI

CONTRACT FORM - A

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

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

Contract No _____ dated _____

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

1. Name & address of the Supplier: _____
2. Purchaser's TE document No _____ dated _____ and subsequent Amendment No _____, dated _____ (if any), issued by the purchaser
3. Supplier's Tender No _____ dated _____ and subsequent communication(s) No _____ dated _____ (if any), exchanged between the supplier and the purchaser in connection with this tender.
4. In addition to this Contract Form, the following documents etc, which are included in the documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as integral part of this contract:
 - (i) General Conditions of Contract;
 - (ii) Special Conditions of Contract;
 - (iii) List of Requirements;
 - (iv) Technical Specifications;
 - (v) Quality Control Requirements;
 - (vi) Tender Form furnished by the supplier;
 - (vii) Price Schedule(s) furnished by the supplier in its tender;
 - (viii) Manufacturers' Authorisation Form (if applicable for this tender);
 - (ix) Purchaser's Notification of Award

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

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

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

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

Total value (in figure) _____ (In words) _____

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

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

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

Received and accepted this contract

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

For and on behalf of _____

(Name and address of the supplier)

(Seal of the supplier)

Date: _____

Place: _____

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

Annual CM Contract No. _____ dated _____
Between _____

(Address of Head of Hospital (AIIMS))

And _____

(Name & Address of the Supplier)

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

In continuation to the above referred contract

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

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

Total value (in figure) _____ (In words) _____

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

- g) The bank guarantee valid till _____ [(fill the date) 2 months after expiry of entire CMC period] for an amount of Rs. _____ [(fill amount) equivalent to 2.5 % of the cost of the equipment as per contract] shall be furnished in the prescribed format given in Section XV of the TE document, along with the signed copy of Annual CMC within a period of 21 (twenty one) days of issue of Annual CMC failing which the proceeds of Performance Security shall be payable to the Purchaser/Consignee.
- h) If there is any lapse in the performance of the CMC as per contract, the proceeds Annual CMC bank guarantee for an amount of Rs. _____ (equivalent to 2.5 % of the cost of the equipment as per contract) shall be payable to the Consignee.
- i) **Payment terms:** The payment of Annual CMC will be made against the bills raised to the consignee by the supplier on six monthly basis after satisfactory completion of said period, duly certified by the HOD concerned. The payment will be made in Indian Rupees.
- j) **Paying authority:** _____ (name of the consignee i.e. Hospital (AIIMS) authorised official)

**(Signature, name and address
of Hospital (AIIMS) authorised official)
For and on behalf of _____**

Received and accepted this contract

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

For and on behalf of _____

(Name and address of the supplier)

(Seal of the supplier)

Date: _____

Place: _____

SECTION – XVII
CONSIGNEE RECEIPT CERTIFICATE
(To be given by consignee’s authorized representative)

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

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

SECTION – XVIII
Proforma of Final Acceptance Certificate by the Consignee

No _____

Date _____

To

M/s _____

Subject: Certificate of commissioning of equipment/plant.

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

- (a) Contract No _____ dated _____
- (b) Description of the equipment(s)/plants: _____
- (c) Equipment(s)/ plant(s) nos.: _____
- (d) Quantity: _____
- (e) Bill of Loading/Air Way Bill/Railway Receipt/ Goods Consignment Note no _____ dated _____
- (f) Name of the vessel/Transporters: _____
- (g) Name of the Consignee: _____
- (h) Date of commissioning and proving test: _____

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

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

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

The supplier has fulfilled its contractual obligations satisfactorily ## or

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

- a) He has not adhered to the time schedule specified in the contract in dispatching the documents/ drawings pursuant to ‘Technical Specifications’.
- b) He has not supervised the commissioning of the equipment(s)/plant(s) in time, i.e. within the

period specified in the contract from date of intimation by the Purchaser/Consignee in respect of the installation of the equipment(s)/plant(s).

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

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

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

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

(Signature)

(Name)

(Designation with stamp)

Explanatory notes for filling up the certificate:

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

**SECTION – XIX
ANNEXURES**

Annexure 1

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

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

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

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

- (b) SHIPMENT FORM PORTS OF U.K. INCLUDING NORTHERN**

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

- (c) ISHIPMENT FROM ADRIATIC PORTS OF EASTERN ITALY AND YUGOSLAVIA**

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

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

For the purpose of ascertaining the availability of suitable Indian vessels and granting dispensation in the event of their non-availability, the Seller should give adequate notice about the readiness of each consignment from time to time at least six weeks in advance of the required position to M/s Schenker & Co. 2000 HAMBURG (Cable: SCHENKER CO., HAMBURG) and also endorse a copy thereof to the Shipping Co-ordination Officer,

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

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

(d) SHIPMENT FROM POLAND & CZECHOSLOVAKIA

(i) IMPORTS FROM POLAND

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

(ii) IMPORTS FROM CZECHOSLOVAKIA

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

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

(e) SHIPMENT FROM U.S.S.R

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

(f) SHIPMENT FROM JAPAN

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

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

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

(g) SHIPMENT FROM AUSTRALIA, ALGERIA, BULGARIA, ROMANIA, EGYPT

The Seller shall arrange shipment of the goods by Indian flag vessels to the maximum extent possible subject to a minimum of 50 %. For the purpose of ascertaining the availability of suitable Indian vessels, the seller shall give adequate notice of not less than six weeks about the readiness of each consignment to the Shipping Purchaser of India Ltd., SHIPPING HOUSE, 245, Madame Cama Road, Bombay – 400 021 (CABLE: SHIPINDIA BOMBAY) and also endorse a copy thereof to the Shipping Co-ordination Officer, Ministry of Surface Transport, New Delhi, (Cable: TRANSCART, NEW DELHI, Telex: VAHAN IN – 031 – 61157, 61158, 61159)

(h) SHIPMENT FROM PAKISTAN

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

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

(i) SHIPMENT FROM U.S ATLANTIC & GULF PORTS

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

(j) SHIPMENT FROM ST. LAWRENCE AN EASTERN CANADIAN PORTS

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

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

If the Seller finds that the space in the vessels of these Lines is not available for any particular consignments, he should inform the Shipping Co-ordination Officer, Ministry of

Surface Transport, New Delhi, (Cable: TRANSCHART, NEW DELHI, Telex: VAHAN IN – 031 – 61157, 61158, 61159) immediately so that dispensation from the shipping lines concerned to use alternative lifting may be sought.

(k) SHIPMENT FROM WEST COAST PORTS OF U.S. CANADA AND OTHER AREAS NOT SPECIFICALLY MENTIONED ABOVE

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

2. BILLS OF LADING

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

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

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

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

(ii) F.O.R SHIPMENTS

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

SHIPPER: The F.O.R suppliers Concerned

CONSIGNEE: Supplier's Indian Agent on order

Note:

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

SECTION – XX
CHECKLIST

Name of Tenderer:
Name of Manufacturer:

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.	Are you a SSI unit, if yes have you enclosed certificate of registration issued by Directorate of Industries/NSIC			
4. a.	Have you enclosed clause-by-clause technical compliance statement for the quoted goods vis-à-vis the Technical specifications?			
b.	In case of Technical deviations in the compliance statement, have you identified and marked the deviations?			
5. a.	Have you submitted satisfactory performance certificate as per the Proforma for performance statement in Sec. IX of TE document in respect of all orders?			

Sl No.	Activity	Yes/ No/ NA	Page No. in the TE document	Remarks
b.	Have you submitted copy of the order(s) and end user certificate?			
6.	Have you submitted manufacturer's authorization as per Section XIV?			
7.	Have you submitted prices of goods, turnkey (if any), CMC etc. in the Price Schedule as per Section XI?			
8.	Have you kept validity of 120 days from the Techno Commercial Tender Opening date as per the TE document?			
9. a.	In case of Indian Tenderer, have you furnished Income Tax Account No. as allotted by the Income Tax Department of Government of India?			
b.	In case of Foreign Tenderer, have you furnished Income Tax Account No. of your Indian Agent as allotted by the Income Tax Department of Government of India?			
10.	Have you intimated the name and full address of your Banker (s) along with your Account Number			
11.	Have you fully accepted payment terms as per TE document?			
12.	Have you fully accepted delivery period as per TE document?			
13.	Have you submitted the certificate of incorporation?			
14.	Have you accepted the warranty as per TE document?			
15.	Have you accepted terms and conditions of TE document?			

Sl No.	Activity	Yes/ No/ NA	Page No. in the TE document	Remarks
16.	Have you furnished documents establishing your eligibility & qualification criteria as per TE documents?			
17	Have you furnished Annual Report (Balance Sheet and Profit & Loss Account) for last three years prior to the date of Tender opening?			
18	Have you enclosed the latest purchase order copies supplied to AIIMS, PGIMER, JIPMER or Institute of National importance for the specific model quoted along with the price bid			

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

(Signature with date)

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

(Name, address and stamp of the tendering firm)

**Section – XXI
Consignee List**

Consignee Code	Medical Institutions	Contact Address.	AirPort	Sea Port
Bhopal	All India Institute of Medical Science, Bhopal	The Director, All India Institute of Medical Science, Near Saket Nagar, Bhopal-462020	NEW DELHI	KOLKATA
Bhubaneswar	All India Institute of Medical Science, Bhubaneswar	The Director, All India Institute of Medical Science, AIIMS-Bhubaneshwar, Near Biju Patnaik Police Academy, Village-Sijua, Bhubaneshwar-751019, Orissa	KOLKATA	KOLKATA
Jodhpur	All India Institute of Medical Science, Jodhpur	The Director, All India Institute of Medical Science, Basani Ph-2, Jodhpur-342005, Jodhpur	NEW DELHI	NEW DELHI DRY PORT
Patna	All India Institute of Medical Science, Patna	The Director, All India Institute of Medical Science, AIIMS-Patna, Phulwari Sharif, Infront of DAV School, WALMI, Danapur, Patna-801105, Bihar	KOLKATA	KOLKATA
Raipur	All India Institute of Medical Science, Raipur	The Director, All India Institute of Medical Science, AIIMS-Raipur, Old TB Hospital, Tatibandh, Raipur-492001, Chattisgarh	KOLKATA	KOLKATA
Rishikesh	All India Institute of Medical Science, Rishikesh	The Director, All India Institute of Medical Science, AIIMS-Rishikesh, Barrage Road, Pashulok, Rishikesh-249203, Uttarakhand	NEW DELHI	NEW DELHI DRY PORT

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