

# DOMESTIC TENDER ENQUIRY DOCUMENT

**FOR PROCUREMENT OF  
PRE-CLINICAL ITEMS  
(ANATOMY, PHYSIOLOGY, BIOCHEMISTRY & COMMUNITY MEDICINE)**

**On Behalf of**

**GOVT. OF INDIA**

**MINISTRY OF HEALTH & FAMILY WELFARE**

**HITES/PCD/PRECLINICAL/RC-01/18-19**

*Through*



## **HLL INFRA TECH SERVICES LIMITED**

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

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## **Disclaimer**

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**SECTION I**  
**NOTICE INVITING TENDER (NIT)**  
**HLL INFRA TECH SERVICES LIMITED**

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

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

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**Tender Enquiry No.: HITES/PCD/PRECLINICAL/RC-01/18-19 dated: 14.09.2018**

- (1) Procurement & Consultancy Services Division of **HLL Infra Tech Services Limited (HITES)**, a fully owned subsidiary of HLL Lifecare Ltd. (HLL), for and on behalf of Govt. of India, Ministry of Health & Family Welfare, invites tenders, from eligible and qualified tenderers for supply of Pre-Clinical items in departments of **Anatomy, Physiology, Biochemistry & Community Medicine** to Government Institutes across India, as and when required by them during the validity of Rate Contract. The Rate contract shall be valid initially for a period of one year, extendable for another one year at the discretion of HITES.

Sl.No	RFx / Event No.	Name of the Item	Department	Estimated drawl	Tender Fee in INR	EMD in INR
1	3000002953	All glass distillation apparatus	Biochemistry	30	1,180	60,000
2	3000002954	Analytical Balance	Community Medicine	200	5,900	16,00,000
			Anatomy			
			Biochemistry			
3	3000002955	Autoclave (vertical)	Biochemistry	50	1,180	1,00,000
4	3000002956	Balance Micro	Biochemistry	50	1,180	1,00,000
5	3000002957	Binocular Microscope	Anatomy	2,500	8,850	25,00,000
			Physiology			
			Community Medicine			
6	3000002958	Biosafety Cabinet	Biochemistry	30	3,540	2,10,000
7	3000002959	Blood gas analyzer	Biochemistry	50	3,540	7,00,000
8	3000002960	BOD incubator	Biochemistry	50	590	50,000
9	3000002961	Centrifuge	Community Medicine	250	3,540	2,50,000
			Anatomy			
			Biochemistry			
10	3000002962	Chemicals	Biochemistry	30 SETS	2,360	1,80,000
11	3000002963	Chemiluminescence & Gel imaging & analysis system	Biochemistry	30	3,540	6,00,000
12	3000002964	CO2 incubator	Biochemistry	30	3,540	3,00,000
13	3000002965	Cryostat	Anatomy	30	3,540	9,00,000
14	3000002966	Deep freezer (-80 deg C)	Anatomy	100	1,180	1,00,000
			Biochemistry			
15	3000002967	Densitometer with computer	Biochemistry	50	1,180	1,00,000
16	3000002968	Dissecting Microscope	Community Medicine	1,200	8,850	72,00,000
			Anatomy			
17	3000002969	Dissection Table - Std	Anatomy	250	2,360	1,25,000

Sl.No	RFx / Event No.	Name of the Item	Department	Estimated drawl	Tender Fee in INR	EMD in INR
18	3000002970	Dissection table small	Anatomy	250	1,180	75,000
19	3000002971	ECG machine 12 channel	Community Medicine	200	3,540	6,00,000
			Physiology			
20	3000002972	ECG Machine Single Channel	Physiology	150	1,180	60,000
21	3000002973	EEG machine	Physiology	30	2,360	1,50,000
22	3000002974	Electrolyte analyzer	Biochemistry	50	2,360	1,80,000
23	3000002975	Elisa reader	Biochemistry	50	3,540	8,00,000
24	3000002976	Elisa reader with washer and shaker	Biochemistry	50	3,540	6,50,000
25	3000002977	Embalming Machine/ Perfusion Pump	Anatomy	100	2,360	1,20,000
26	3000002978	Flowcytometer	Biochemistry	30	8,850	30,00,000
27	3000002979	Fluorescent microscope	Biochemistry	50	5,900	12,00,000
28	3000002980	Fully automated chemiluminiscence immunoassay analyzer	Biochemistry	30	8,850	24,00,000
29	3000002981	Glasswares	Biochemistry	30 SETS	3,540	2,10,000
30	3000002982	Gradient PCR Machine	Biochemistry	50	3,540	5,00,000
31	3000002983	Hot air oven (more than 200 litres)	Biochemistry	100	1,180	1,00,000
32	3000002984	HPLC based automated analyzer for HbA1c & hemoglobinopathy testing	Biochemistry	30	3,540	9,00,000
33	3000002985	HPLC system	Biochemistry	30	5,900	18,00,000
34	3000002986	Human Bones set disarticulated	Anatomy	800	5,900	16,00,000
35	3000002987	ICE flaking machine	Biochemistry	30	3,540	2,10,000
36	3000002988	Ice-lined refrigerator	Community Medicine	30	2,360	1,20,000
37	3000002989	Incubator	Biochemistry	150	1,180	75,000
			Anatomy			
38	3000002990	Inverted microscope with PC	Anatomy	100	8,850	30,00,000
			Biochemistry			
39	3000002991	Laminar Air Flow Chamber	Anatomy	150	5,900	12,00,000
			Biochemistry			
40	3000002992	Laminar airflow for cell culture	Biochemistry	50	3,540	3,50,000
41	3000002993	Laminar flow with PCR	Biochemistry	50	1,180	60,000
42	3000002994	Liquid Nitrogen Drum	Biochemistry	250	2,360	1,75,000
		Liquid Nitrogen Drum	Anatomy			
43	3000002995	Lyophilizer	Biochemistry	30	2,360	1,80,000
44	3000002996	Meat cutting Machine (Bacon's slicer)	Anatomy	30	590	30,000
45	3000002997	Microplate multimode reader	Biochemistry	30	3,540	7,80,000
46	3000002998	Mortuary Cooler/ Refrigerator	Anatomy	50	3,540	6,00,000
47	3000002999	Nano spectro bio photometer	Biochemistry	30	3,540	3,30,000
48	3000003000	Orbital shaker	Biochemistry	30	3,540	4,80,000
49	3000003001	Paraffin embedding system	Anatomy	30	2,360	1,50,000
50	3000003002	Physiograph – three channel	Physiology	300	3,540	9,00,000
51	3000003003	Polygraph four channel	Physiology	30	3,540	4,80,000

Sl.No	RFx / Event No.	Name of the Item	Department	Estimated drawl	Tender Fee in INR	EMD in INR
52	3000003004	Random access medium throughput fully automated chemistry analyzer	Biochemistry	100	8,850	90,00,000
53	3000003005	Real time PCR	Biochemistry	50	8,850	28,00,000
54	3000003006	Refrigerated centrifuge	Physiology	100	5,900	17,00,000
			Anatomy			
			Biochemistry	150	8,850	25,50,000
55	3000003007	Refrigerated Microcentrifuge	Biochemistry			
56	3000003008	Refrigerator (300-380L)	Physiology	350	3,540	7,00,000
			Biochemistry			
			Anatomy			
			Community Medicine			
57	3000003009	Rotary Microtome	Anatomy	30	3,540	3,00,000
58	3000003010	Semiautoanalyzer	Biochemistry	100	2,360	2,00,000
59	3000003011	Single channel physiological recorder	Physiology	500	3,540	7,50,000
60	3000003012	Skeleton Articulated	Anatomy	30	3,540	3,00,000
61	3000003013	Sledge and freezing microtome	Anatomy	30	5,900	13,20,000
62	3000003014	Spectrophotometer	Biochemistry	30	2,360	1,80,000
63	3000003015	Stimulator, Isolator & Recorder system	Physiology	30	1,180	60,000
64	3000003016	Thermal aesthesiometer - Digital	Physiology	30	590	45,000
65	3000003017	Top Loading Balance	Community Medicine	100	3,540	6,00,000
			Biochemistry			
66	3000003018	Transilluminator with UV stand and UV torch	Biochemistry	30	1,180	60,000
67	3000003019	Trinocular microscope - Teaching	Physiology	50	3,540	3,00,000
68	3000003020	Ultra Centrifuge	Biochemistry	30	5,900	15,00,000
69	3000003021	Ultra Sonicator	Biochemistry	50	3,540	5,00,000
70	3000003022	Vertical deep freezer -20deg	Anatomy	200	3,540	8,00,000
			Biochemistry			
			Community Medicine			
71	3000003023	Vertical gel electrophoresis	Biochemistry	100	3,540	5,00,000
72	3000003024	Water bath serological	Anatomy	100	590	50,000
73	3000003025	Water Purification System	Anatomy	100	5,900	12,00,000
			Biochemistry			
74	3000003026	Weighing Balance 2 Kg/ sensitivity 10 gm.	Anatomy	30	590	18,000
75	3000003027	Western Blot Apparatus with Compatible Power Pack	Biochemistry	50	3,540	2,50,000

**Note:**

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

(2) Tender timeline:

Sl. No	Items Sl. No	Last date of pre-bid queries (Time-1800 hrs)	Pre-bid meeting date, time (Time – 1100 hrs)	Due date of submission of online bids and opening of e-bids	Remarks
1	1-75	21.09.18	25.09.18	12.10.18	<p>Closing time for submission of online bids (Time –1200 hrs)</p> <p>Closing time for submission of tender processing fee and EMD in physical form* (Time –1400 hrs)</p> <p>Time of opening of online bids (Time –1430 hrs)</p>

**\*Bidders have to submit Original Bank Instruments for tender processing fee and EMD or proof of EMD exemption as per GIT clause 19.2 (if applicable) within the above mentioned date and time.**

**Pre-bid meeting date, time & venue, Tender Opening-Tech Bid**

HLL Infra Tech Services Limited, Procurement & Consultancy Services Division, B-14 A, Sector-62, Noida-201307

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

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

- (9) Prospective bidders may send their queries 02 (two) days before the pre-bid meeting so that they can be studied and addressed during pre-bid meeting. Query can also be raised during pre-bid meeting. No queries/ representations will be entertained after pre-bid meeting
- (10) All prospective tenderers may attend the Pre Tender meeting. The venue, date and time indicated above.
- (11) Bidders shall ensure that their bids complete in all respects, are submitted **online through HLL's e-portal (as described above) ONLY. No DEVIATION is acceptable.**
- (12) Bidders may simulate bid submission (technical & financial) at least one week in advance of the bid submission deadline. No clarifications/troubleshooting regarding any problems being faced during online bid submission shall be entertained in the last week of bid submission

**IMPORTANT NOTE:-**

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

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

**CEO  
HLL Infra Tech Services Limited**



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

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## GENERAL INSTRUCTIONS TO TENDERERS (GIT)

### A. PREAMBLE

#### 1. Definitions and Abbreviations

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

#### 1.2 Definitions:

- i. **“Purchaser”** means the organization purchasing goods and services.
- ii. **“eTender”** means Bids / Quotation / Tender received from a Firm / Tender / Bidder.
- iii. **“Tenderer”** means Bidder / the Individual or Firm submitting Bids / Quotation / Tender.
- iv. **“Supplier”** means the individual or the firm supplying the goods and services as incorporated in the contract.
- v. **“Goods”** means the articles, material, commodities, livestock, furniture, fixtures, raw material, spares, instruments, machinery, equipment, medical equipment, industrial plant, etc. which the supplier is required to supply to the purchaser under the contract.
- vi. **“Services”** means services allied and incidental to the supply of goods, such as transportation, installation, commissioning, provision of technical assistance, training, after sales service, maintenance service and other such obligations of the supplier covered under the contract.
- vii. **“Earnest Money Deposit”** EMD means Bid Security / monetary or financial guarantee to be furnished by a bidder.
- viii. **“Contract”** means the written agreement entered into between the purchaser and/or consignees and the supplier, together with all the documents mentioned therein and including all attachments, annexure etc. therein.
- ix. **“Rate Contract”** means contracts for the supply of stores at specified rates ordered during the period covered by the contract. No fixed quantities are mentioned in the contract, and the contractor is bound to execute any order from the HITES at the rates specified in the contract provided the supply order is placed within the rate contract period.
- x. **“Supply Order”** means an order on a contractor to supply against Rate Contract. The term “Requisition” will not be used.
- xi. **“Performance Security”** means monetary or financial guarantee to be furnished by the successful bidder for due performance of the contract placed on it. Performance Security is also known as Security Deposit.
- xii. **“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 the ultimate consignee.
- xiii. **“Specification”** means the document/standard that prescribes the requirement with which goods or service has to conform.
- xiv. **“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.
- xv. **“Day”** means calendar day.
- xvi. **“HITES”** means HLL Infra Tech Services Limited, a fully owned subsidiary of HLL Lifecare Limited.
- xvii. **“Local supplier”** means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed under this Order or by the competent Ministries/ Departments in pursuance of this order.
- xviii. **“Local content”** means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured excluding net

domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value in percent.

- xix. **“Margin of purchase preference”** means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference.

### 1.3 Abbreviations:

- i. “T E Document” means Tender Enquiry Document
- ii. “NIT” means Notice Inviting Tenders
- iii. “GIT” means General Instructions to Tenderers
- iv. “SIT” means Special Instructions to Tenderers
- v. “GCC” means General Conditions of Contract
- vi. “SCC” means Special Conditions of Contract
- vii. “NSIC” means National Small Industries Corporation
- viii. “PSU” means Public Sector Undertaking
- ix. “CPSU” means Central Public Sector Undertaking
- x. “LSI” means Large Scale Industries
- xi. “MSEs” means Micro & Small Enterprises
- xii. “LC” means Letter of Credit
- xiii. “DP” means Deliver Period
- xiv. “BG” means Bank Guarantee
- xv. “GST” means Goods and Service Tax
- xvi. “CD” means Custom Duty
- xvii. “RR” means Railway Receipt
- xviii. “BL” means Bill of Lading
- xix. “EXW” means Ex-Works
- xx. “FOB” means Free on Board
- xxi. “FCA” means Free Carrier
- xxii. “FOR” means Free on Rail
- xxiii. “CIF” means Cost, Insurance and Freight
- xxiv. “CIP (Destinations)” means Carriage and Insurance Paid up to named port of destination. Additional the Insurance (local transportation and storage) would be extended and borne by the Supplier from warehouse to the consignee site for a period including 3 months beyond date of delivery.
- xxv. “DDP” means Delivery Duty Paid named place of destination (consignee site)
- xxvi. “INCONTERMS” means International Commercial Terms as on the date of Tender Opening
- xxvii. “MoHFW” means Ministry of Health & Family Welfare, Government of India
- xxviii. “CMC” means Comprehensive maintenance Contract (labour, spare and preventive maintenance)
- xxix. “RT” means Re-Tender
- xxx. “RC” means Rate Contract
- xxx. “SO” means Supply Order.

## 2. Introduction

- 2.1 The Purchaser has issued these TE documents for purchase of Furniture/goods and related services on behalf of MoHFW, Govt of India as mentioned in Section VI – “List of Requirements”, which also indicates, *interalia*, the delivery schedule offered, terms and place of delivery.

- 2.2 This section (Section II – “General Instructions to Tenderers”) provides the relevant information as well as instructions to assist the prospective bidders 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 security and evaluation of tenders and subsequent placement of contract.
- 2.3 The bidders 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 bidder should read and examine all the terms, conditions, instructions, checklist etc. contained in the TE documents. Failing to provide and/or comply with the required information, instructions, etc. incorporated in these TE documents may result in rejection of its tender.
- 2.5 The Rate Contract to be awarded pursuant to this tender enquiry and supply orders placed against the rate contract so awarded will be governed by the terms and conditions as contained in the following sections:
  - a. General Instructions to Tenderers – Section II
  - b. Special Instructions to Tenderers – Section III
  - c. General Conditions of Contract – Section IV
  - d. Special Conditions of Contract – Section V
  - e. List of Requirements – Section VI
  - f. All other contents of the Tender Enquiry Document as mentioned in clause 8.1

### **3. Rate Contract / Parallel Rate Contract**

- 3.1 Purchaser reserves the rights for placement of Rate Contract/conclusion of parallel Rate contracts. The Purchaser(s) also reserve(s) right (1) to enter into parallel Rate Contract(s) simultaneously or at any time during the period of the rate contract with one or more bidder(s) as he/they may think fit and (2) to place ad-hoc contract or contracts simultaneously or at any time during the period of this contract with one or more supplier(s) / bidder(s) for such quantity of such item or items as the Purchaser (whose decision shall be final) may determine.
- 3.2 Purchaser also reserves the right to arrive at reasonable eligible L-1 price and make counter offers to higher quoting eligible firms for awarding Parallel Rate Contracts.
- 3.3 The successful bidders shall note that a supply order may be placed up to the last day of the currency of the Rate Contract.

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

- 4.1 The tender submitted by the bidder and all subsequent correspondences and documents relating to the tender exchanged between the bidder 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 bidder in connection with its tender may be written in any other language provided the same is accompanied by an English translation and, for the purpose of interpretation of the tender, the English translation shall prevail.
- 4.2 The tender submitted by the bidder and all subsequent correspondences and documents relating to the tender exchanged between the bidder and the purchaser, may also be written in the Hindi language, provided that the same are accompanied by English translation, in which case, for the purpose of interpretation of the tender etc., the English translations shall prevail.

### **5. Eligible Bidders**

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

## 6. Eligible Goods and Services

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

## 7. Tendering Expense

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

### B. TENDER ENQUIRY DOCUMENTS

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

## 8. Content of Tender Enquiry Documents

8.1 In addition to Section I – “Notice Inviting Tender” (NIT), the TE document 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 Specification
- Section VIII - Quality Control Requirement
- Section IX - Qualification Criteria
- Section X - Tender Form
- Section XI - Price Schedules
- Section XII - Questionnaire
- Section XIII - Bank Guarantee Form for EMD
- Section XIV - Manufacturer’s Authorisation Form
- Section XV - Bank Guarantee Form for Performance Security / CMC Security
- Section XVI - Contract Forms (Rate Contract and Supply Order)
- Section XVII - Proforma of Consignee Receipt Certificate
- Section XVIII - Proforma of Final Acceptance Certificate by the consignee
- Section XIX - Check List for Bidders
- Section XX - Integrity Pact
- Section XXI - Notice-cum-cancellation letter
- Section XXII - Revocation-cum-cancellation letter
- 

8.2 The relevant details of the required goods/equipment 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 bidders are expected to examine all such details etc. to proceed further.

## 9. Amendments to TE document

- 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. The amendments, if any shall be posted only in the websites mentioned in NIT (Section-I).
- 9.2 In order to provide reasonable time to the prospective bidders 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 document

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

## C. PREPARATION OF e TENDERS

### 11. Documents Comprising the Tender

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

#### Note:

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

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

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

- i) Techno-Commercial Bid in excel format provided with the tender enquiry
- ii) Earnest money Deposit (EMD) furnished in accordance with GIT clause 19.1 alternatively, documentary evidence as per GIT clause 19.2 for claiming exemption from payment of earnest money.
- iii) Tender Form as per Section X (without indicating any prices).
- iv) Documentary evidence, as necessary in terms of clauses 5 and 17 establishing that the tenderer is eligible to submit the tender and, also, qualified to perform the contract if its tender is accepted.
- v) Tenderer/Agent who quotes for goods manufactured by other manufacturer shall furnish Manufacturer's Authorization strictly as per the prescribed format (Section - XIV).
- vi) Power of Attorney issued by Competent Authority in favour of the person who is digitally signing/ uploading the tender(s).

- vii) Documents and relevant details to establish in accordance with GIT clause 18 that the goods and the allied services to be supplied by the tenderer conform to the requirement of the TE documents.
- viii) Performance Statement as per section IX along with relevant copies of orders and end users' satisfaction certificate.
- ix) Price Schedule(s) as per Section XI filled up with all the details including Make, Model etc. of the goods offered with prices blank (without indicating any prices).
- x) Certificate of Incorporation.
- xi) Self-Attested copies of GST registration certificate and PAN Card.
- xii) Non conviction /no pending conviction certification issued by Notary on judicial stamp paper for preceding three years.
- xiii) Self-Attested copies of quality certificates i.e. ISO/ US FDA /CE /BIS Certificates issued by competent authority, if applicable.
- xiv) Documentary evidence stating the status of bidder.
- xv) List of procurement agencies of repute to which the tendered product have been supplied during last 12 months.
- xvi) Self-attested copies of annual report, audited balance sheet and profit & loss account for preceding three years from the date of tender opening.
- xvii) Notarized affidavit that tenderer does not have any relation with the person authorized to evaluate technically or involve in finalizing the tender or will decide the use of tendered items.
- xviii) A self-declaration on Rs. 10/-non-judicial Stamp Paper that the rates quoted in the tender are the lowest and not quoted less than this to any Government Institution (State/Central/ other Institute in India).
- xix) Copies of original product catalogues / data sheet must be enclosed of all quoted items.
- xx) ***The Integrity pact (At Section XX) shall be a part and parcel of this document and has to be signed by bidder(s) at the pre-tendering stage itself, as a pre-bid obligation and should be submitted along with the Techno-Commercial Bids. All bidders are bound to comply with the integrity pact clauses. Bids submitted without signing the integrity pact will be ab initio rejected without assigning any reason.***

## **B) Price Bid:**

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

### Note:

- (i) The bidder has to be diligent while filling up the Techno-Commercial Bid and Price Bid provided in excel formats and must not tamper with the contents of the sheets.
  - (ii) It is the responsibility of bidder to go through the TE document to ensure furnishing all required documents in addition to above, if any.
  - (iii) The bidders have to follow the steps listed in *Bidding Manual – Attachment Mode* available in the *Bidder Help Documents* of e-tender portal login screen for uploading the Price Bid.
- 11.2 A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrant that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.



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

## 12. Tender Currencies

- 12.1 The price to be quoted **only in Indian Rupees**. Tenders, where prices are quoted in any other way shall be treated as non-responsive and rejected.

## 13. Tender Prices

- 13.1 The Bidder shall indicate on the Price Schedule provided under Section XI all the specified components of prices shown therein including the unit prices and total tender prices of the goods and services it proposes to supply against the requirement. All the columns shown in the price schedule should be filled up as required.
- 13.2 If a firm quotes NIL charges/consideration, the bid shall be treated as unresponsive and will not be considered.
- 13.3 The price quoted by the bidder for the goods shall not be higher than the lowest price charged for the goods of the same nature, class or description to an individual/firm/organisation or department of Government of India or any state Governments. If it is found that the goods have been supplied at a lower price during the currency of Rate Contract, then such lower price will be applicable to the goods to be supplied or already supplied.
- 13.4 While filling up the columns of the Price Schedule, the following aspects should be noted for compliance:
- a) The price of the goods, quoted ex-factory/ex-showroom/ex-warehouse/off-the-shelf, as applicable, including all taxes and duties i.e. GST. already paid or payable or on the previously imported goods of foreign origin quoted ex-showroom etc.
  - b) Charges towards Packing & Forwarding, Inland Transportation, Insurance (local transportation and storage) would be borne by the Supplier from warehouse to the consignee site, Loading/Unloading and other local costs incidental to deliver of the goods to their final destination all over India (consignee details shall be indicated in the Supply Order).
  - c) The prices of annual CMC, if applicable, as mentioned in List of Requirements and Price Schedules.
- 13.5 **Additional information and instruction on Duties and Taxes:**
- 13.5.1 If the Bidder desires to ask for any duties or taxes to be paid extra, the same must be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such duties and taxes and no claim for the same will be entertained later.
- 13.5.2 **Goods and Services Tax (GST) :**
- a. If a tenderer asks for Goods and Services Tax to be paid extra, the rate and nature of Goods and Services Tax applicable should be shown separately. The Goods and Services Tax will be paid as per the rate at which it is liable to be assessed or has actually been assessed provided the transaction is legally liable to Goods and Services Tax and is

payable as per the terms of the contract. If any refund of Tax is received at a later date, the Supplier must return the amount forth-with to the purchaser.

- b. In case within the delivery period stipulated in the contract, there is an increase in the statutory taxes like GST, Custom Duty, or fresh imposition of taxes which may be levied in respect of the goods and services specified in the contract, reimbursement of these statutory variation shall be allowed to the extent of actual quantum of taxes paid by the supplier. This benefit, however, cannot be availed by the supplier in case the period of delivery is extended due to unexcused delay by the supplier.
- c. But nevertheless, the Purchaser/Consignee shall be entitled to the benefit of any decrease in price on account of reduction in or remission of customs duty and/or GST or any other duty or tax or levy or on account of any other grounds. In case of downward revision in taxes/duties, the actual quantum of reduction of duty must 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 For insurance of goods to be supplied, relevant instructions as provided under GCC Clause 11 shall be followed.

13.6 The need for indication of all such price components by the bidders, 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 bidder on any of the terms offered.

#### **14. Indian Agent -Deleted**

#### **15. Firm Price**

15.1 Unless otherwise specified in the SIT, prices quoted by the bidder 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. Delivery Period**

16.1 Bidder should quote guaranteed monthly rate of supply and lead time required for commencement of supply after placement of supply order.

#### **17. Documents Establishing Bidder's Eligibility and Qualifications**

17.1 Pursuant to GIT clause 11, the bidder 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 bidder's qualification shall fulfil the following requirements:

- a) In case the bidder offers to supply goods, which are manufactured by some other firm, the bidder has been duly authorised by the goods manufacturer to quote for and supply the goods to the purchaser. The bidder shall submit manufacturer's authorization letter to this effect as per the standard form provided under Section XIV in this document.

- b) The bidder 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 Goods' Conformity to TE document.**

- 18.1 The bidder shall provide in its tender the required as well as the relevant documents like technical data, literature, drawing 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 bidder shall also provide a clause-by-clause commentary of 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 bidder, the bidder shall list out the same in a chart form without ambiguity and provide the same along with its tender.
- 18.3 If a bidder 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 the bidder shall furnish along with its tender, earnest money for amount as indicated in the NIT and List of Requirements. The earnest money is required to protect the purchaser against the risk of the bidder'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 as Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or with National Small Industries Corporation, New Delhi shall be eligible for exemption from EMD. In case the tenderer falls in this category, it should furnish copy of its valid registration details (with MSME or NSIC, as the case may be).

**A) The MSE's Bidder to note and ensure that nature of services and goods/items manufactured mentioned in MSE's certificate matches with the nature of the services and goods /items to be supplied as per Tender.**

**B) Traders/resellers/distributors/authorized agents will not be considered for availing benefits under PP Policy 2012 for MSEs as per MSE guidelines issued by MoMSME.**

- 19.3 The earnest money shall be denominated in Indian Rupees as per GIT clause 12.1. The earnest money shall be furnished in one of the following forms:
- i. Account Payee Demand Draft
  - ii. Banker's cheque
  - iii. Bank Guarantee

## iv. Fixed Deposit Receipt.

- 19.4 The demand draft or banker's cheque shall be drawn on any scheduled commercial bank in India, in favour of the "**HLL Infra Tech Services Limited**" payable at New Delhi. Fixed Deposit Receipt should also in favour of "HLL Infra Tech Services Limited (A/c: *Name of Bidder*)" from any scheduled commercial bank in India, payable at New Delhi. In case of bank guarantee, the same is to be provided from any scheduled commercial bank in India as per the format specified under Section XIII in these documents.
- 19.5 The earnest money if submitted in the form of Bank Guarantee or Fixed Deposit Receipt 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 a minimum period of 165 days from Techno-Commercial Tender opening date.
- 19.6 Unsuccessful bidders' 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 bidder's earnest money will be converted as a security towards performance and operation of Rate Contract and shall be retained /made to valid till two months beyond the validity of Rate Contract.**
- 19.7 Earnest Money is required to protect the purchaser against the risk of the Bidder's conduct, which would warrant the forfeiture of the EMD. Earnest money of a tender will be forfeited, if the bidder 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 bidder's earnest money will be forfeited without prejudice to other rights of Purchaser if it fails to furnish the required performance security within the specified period.

**20. A. Tender validity**

- a 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.
- b In exceptional cases, the bidders 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 fax/email followed by surface mail. The bidders, 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 bidder, however, may not agree to extend its tender validity without forfeiting its EMD.
- c 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.

**20. B. Alternative Tenders**

Alternative Tenders are not permitted.

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

For schedules requiring Manufacturer's Authorization, only one bidder is permitted to quote for a particular manufacturer irrespective of models.

**21. Digital Signing of e-Tender**

The bidders 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 3B digital signature certificate

**D. SUBMISSION OF TENDERS****22. Submission of Tenders**

22.1 The tender shall be submitted online only.

- (i) Pre-qualification and Technical compliance along with the **Techno-Commercial Bid** in excel format:
  - a) Scanned copies of tender processing fee and EMD
  - b) Manufacturer's authorization in case bid is submitted by an Indian agent (A declaration must be attached here in case directly quoted by a manufacturer or a document establishing the relation of the Indian office with the manufacturer in case quoted by Indian office of the manufacturer).
  - c) Tender Form as per Section X.
  - d) Compliance of all terms and conditions of TED like- warranty, CMC, delivery period, delivery terms, payment terms, Liquidated Damages Clause, Arbitration clause, etc
  - e) Declaration regarding Fall Clause and De-registration, debarment from any GovtDept/ Agencies
  - f) Copy of PAN.
  - g) Certificate of Incorporation/ or a Declaration in case the firm is being a proprietary firm.
  - h) Abridged Annual report of last 03 years (Balance sheet and Profit & Loss Account) completed till December 2016, in pdf format.
  - i) Name, address and details of account with respect to bidder and/or beneficiary of L/C.
  - j) Quality Control Requirements as per Section VIII.
  - k) Performance statement along with required PO copies and its corresponding end user's satisfactory performance certificate as per section IX.
  - l) Technical Bid along with clause-by-clause technical compliance statement for the quoted goods vis-à-vis the Technical specifications along with product catalogue and data sheet in the tender enquiry.
  - m) The Integrity pact (At Section XX) shall be a part and parcel of this document and has to be signed by bidder(s) at the pre-tendering stage itself, as a pre-bid obligation and should be submitted along with the Techno-Commercial Bids. All bidders are bound to comply with the integrity pact clauses. Bids submitted without signing the integrity pact will be ab initio rejected without assigning any reason.**

**(ii) PRICE BID**

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

22.2 The bidders must ensure that they submit the on-line tenders not later than the closing time and date specified for submission of tenders. They shall also ensure to submit the original Tender Processing Fee and EMD within its scheduled date & time.

**23. Late Tender**

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

**24. Alteration and Withdrawal of Tender**

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

**E. Opening of e-Tenders****25. Opening of e-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 bidders, who have submitted tenders on time may attend the tender opening provided they bring with them letters of authority from the corresponding bidders. 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 bidders' names and addresses.

25.3 Two-bid 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**

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

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

- 27.1 The Purchaser will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished and, whether the documents uploaded are in legible form.
- 27.2 The Purchaser's determination of a Tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence
- 27.3 The tenders will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the TE document. The tenders, which do not meet the basic requirements, are liable to be treated as non-responsive and will be summarily ignored.
- 27.4 The following are some of the important aspects, for which a tender shall be declared non-responsive during the evaluation and will be ignored;
- (i) Tender validity is shorter than the required period.
  - (ii) Required EMD or its exemption documents have not been provided.
  - (iii) Tenderer has not agreed to give the required performance security of required amount in an acceptable form in terms of GCC clause 5, read with modification, if any, in Section - V – "Special Conditions of Contract", for due performance of the contract.
  - (iv) Poor/ unsatisfactory past performance.
  - (v) Tenderers who stand deregistered/banned/blacklisted by any Govt. Authorities.
  - (vi) Tenderer is not eligible as per GIT Clauses 5.1 & 17.1.
  - (vii) Tenderer has not quoted for the entire quantity as specified in the List of Requirements/ BOQ for the quoted schedule.
  - (viii) Tenderer has not agreed to other essential condition(s) specially incorporated in the tender enquiry, like delivery terms, delivery schedule, terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law.

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

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

## 29 Discrepancies in Prices

- 29.1 If, in the price structure quoted by a bidder, 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 bidder 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 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 bidder. If the bidder does not agree to the observation of the purchaser, the tender is liable to be ignored.

## 30 Qualification Criteria

- 30.1 Tenders of the bidders, who do not meet the required Qualification Criteria prescribed in Section IX will be treated as non-responsive and will not be considered further.
- 30.2 The Purchaser reserves the right to relax the Norms on Prior Experience for Start-ups and Micro & Small Enterprises in Public Procurement.

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

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

[http://www.finmin.nic.in/the\\_ministry/dept\\_expenditure/ppcell/RelaxNorms\\_StartupMedEnterprise25072016.pdf](http://www.finmin.nic.in/the_ministry/dept_expenditure/ppcell/RelaxNorms_StartupMedEnterprise25072016.pdf)

The FAQs are available in the below link:

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

## 31 Deleted

## 32 Schedule-wise Evaluation

- 32.1 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.

## 33 Comparison of Tenders

Unless mentioned otherwise in Section – III – Special Instructions to Tenderers and Section – VI – List of Requirements, the comparison of the responsive tenders shall be carried out on Delivery Duty Paid (DDP) consignee site basis. The quoted Site Modification Work prices and Comprehensive Annual Maintenance charges (CMC) prices will also be added for comparison/ranking purpose for evaluation. **“Net Present value (NPV) of the actual CMC price quoted for the required CMC period after the warranty period shall be considered for bid comparison and the NPV will be calculated after discounting the quoted CMC price by a discounting factor of 10% per annum.”**



### 34 Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders

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

i) In the case of goods manufactured in India or goods of foreign origin already located in India, GST or any other taxes which will be contractually payable (to the tenderer), on the goods if a contract is awarded on the tenderer; and

ii) Deleted.

34.2 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.

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

- i. In exercise of powers conferred in Section 11 of the Micro, Small and Medium Enterprises Development (MSMED) Act 2006, the Government has notified a new Public Procurement Policy for Micro & Small Enterprises effective from 1<sup>st</sup> April 2012. The policy mandates that 20% of procurement of annual requirement of goods and services by all Central Ministries/Public Sector Undertakings will be from the micro and small enterprises. The Government has also earmarked a sub-target of 4% procurement of goods & services from MSEs owned by SC/ST entrepreneurs out of above said 20% quantity.
- ii. In accordance with the above said notification, the participating Micro and Small Enterprises (MSEs) in a tender, quoting price within the band of L 1+15% would also be allowed to supply a portion of the requirement by bringing down their price to the L 1 price, in a situation where L 1 price is from someone other than an MSE. Such MSEs would be allowed to supply up to 20% of the total tendered value. In case there are more than one such eligible MSE, the 20% supply will be shared equally. Out of 20% of the quantity earmarked for supply from MSEs, 4% quantity is earmarked for procurement from MSEs owned by SC/ST entrepreneurs. However, in the event of failure of such MSEs to participate in the tender process or meet the tender requirements and the L 1 price, the 4% quantity earmarked for MSEs owned by SC/ST entrepreneurs will be met from other participating MSEs.
- iii. The MSEs fulfilling the prescribed eligibility criteria and participating in the tender shall enclose with their tender a copy of their valid registration certificate with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or any other body specified by Ministry of Micro and Small enterprises in support of their being an MSE, failing which their tender will be liable to be ignored.

**Note: "If the bidder is a MSME, it shall declare in the bid document the UdyogAadhar Memorandum Number issued to it under the MSMED Act, 2006. If a MSME bidder do not furnish the UAM Number along with bid documents, such MSME unit will not be eligible for the benefits available under Public Procurement Policy for MSEs Order 2012."**

34.4 **Preference to Make in India:** As per the order issued by Department of Industrial Policy and Promotion (DIPP) vide No. P-45021/2/2017-BE-II dated 15.06.2017; the purchaser reserves the right to give preference to the local supplier. A copy of this order is enclosed at Appendix-A which will form a part of this TED for evaluation and ranking of bids. A local supplier (definition of 'local supplier' is given in clause 2 of the aforesaid order of DIPP) has to submit

the following along with their tender(s) failing which their bid will be evaluated without considering such preference mentioned in the DIPP order dated 15.06.2017:

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

The DIPP has notified a Public Procurement (Preference to Make in India) Order, 2017 vide Order no P-45021/2/2017-B.E-II dated 15th June 2017 (Annexure -1). The procurement policy for Micro & Small Enterprises 2012 has been notified under MSMED Act, 2006 (Annexure 2). The orders mandates that purchase preference shall be given to local suppliers and MSEs in all procurement undertaken by procuring entities. General principles as per above orders and criteria fixed by MoHFW shall be followed for various scenarios for award of contract. Accordingly, the criteria of award of contract will be as under:

- a. In procurement of goods where there is sufficient local capacity and local competition and where the estimated value of procurement is Rs.50 lakhs or less, only local suppliers shall be eligible.
- b. If the estimated value of procurement of goods is more than Rs.50 lakhs and which are divisible in nature, the following procedure would apply:
  - I. In case L1 firm is a local supplier :
    - i. The L1 bidder will be awarded full quantity or 80% quantity in case MSEs quotes are within margin of price preference and also accepts L-1 prices.
    - ii. MSME bidders falling under the margin of purchase preference would be awarded upto 20% of the tendered quantity subject to matching the L-1 rate.
  - II. In case L1 firm is not a local supplier :
    - i. 50% of the tender quantity shall be awarded to L1 bidder. Thereafter, the lowest bidder among the local suppliers, will be awarded remaining 50% quantity subject to the local supplier's quoted prices falling within margin of price preference and match the L1 price. In case such lowest eligible local supplier fail to match the L-1 price or accept less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L-1 price for remaining quantity and so on, and contract shall be awarded accordingly.
    - ii. The MSME bidders falling under Purchase Preference would be awarded 20% of the tendered quantity subject to matching the L-1 price.
- c. If the estimated value of procurement of goods is more than Rs.50 lakhs and which are not divisible , the following procedure would apply:
  - (i). Among all qualified bids, the lowest bid will be termed as L-1. If L-1 is from local a local supplier, the contract will be awarded to L-1.
  - (ii). If L-1 is not from local supplier, the lowest bidder among the local suppliers, will be invited to match the L-1 price subject to local supplier's quoted prices falling within the margin of purchase preference, and the contract shall be awarded to such local supplier subject to matching the L-1 price.
  - (iii). In case such lowest eligible local supplier fails to match the L-1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L-1 price and so on and contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference matches the L-1 price then the contract may be awarded to L-1 bidder.

34.5 Minimum Local Content: A supplier shall be considered as local supplier provided the minimum local content of the offered item is 50%.

34.6 Margin of Purchase Preference: The margin of purchase preference shall be 20%.

34.7 Manufacture under license/technology collaboration agreements with phased indigenization are exempted from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement/transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content

34.8 Verification of local content

- a. The local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.
- b. In cases of procurement for a value in excess of Rs. 10 crores, the local supplier shall require to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- c. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating the procuring entity.
- d. A constituted committee with internal and external experts will examine for independent verification of self-declarations and auditor's/accountant's certificates on random basis and in the case of complaints.
- e. A fees of Rs.10000/- in the form of demand draft favouring CFO (HITES), payable at New Delhi, is required to be deposited with complaints for verification of local content.
- f. False declarations will be breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.
- g. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities.

## **35 Bidder's capability to perform the contract**

- 35.1 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.
- 35.2 The above mentioned determination will, inter alia, take into account the bidder'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 bidder in its tender as well as such other allied information as deemed appropriate by the purchaser.
- 35.3 Purchaser reserves the right to assess/verify the credentials and capability/capacity of the bidders/manufacturers before awarding the Rate Contracts.

**36 Contacting the Purchaser**

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

**G. AWARD OF RATE CONTRACT****37 Purchaser's Right to accept any tender and to reject any or all tenders**

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 rate contract, without incurring any liability, whatsoever to the affected bidder or bidders.

**38 Award Criteria**

- 38.1 Subject to GIT clause 37 above, the Rate Contract will be awarded to the lowest evaluated responsive bidder decided by the purchaser in terms of GIT Clause 35.
- 38.2 Provisions for Parallel Rate Contract:

HITES reserves the right to arrive at the reasonable L1 price and to conclude parallel Rate Contracts. In case, where price of L-1 is considered acceptable, Rate Contract will be concluded with the firm and its price will be counter offered to all other higher eligible quoting firms. Those who accept the counter offered prices or below may be awarded parallel rate contracts.

**39 Letter of Award**

- 39.1 Before expiry of the tender validity period, the purchaser will notify the successful bidder(s) in writing, by registered/speed post or by fax/email that its tender for goods & services, which have been selected by the purchaser, has been accepted for conclusion of Rate Contract, also briefly indicating therein the essential details like description, specification and delivery of the goods & services and corresponding prices accepted.
- 39.2 The successful bidder must furnish to the purchaser the required performance security as indicated in the Supply Orders placed against the Rate Contract within thirty days from the date of issue/dispatch of Supply Order. Relevant details about the performance security have been provided under GCC Clause 5 under Section IV.
- 39.3 The Supply Orders placed against the Rate Contract constitute the conclusion of the contract.

**40 Issue of Rate Contract**

- 40.1 Promptly after notification of Rate Contract, the Purchaser will place the Rate Contract form (as per Section XVI) duly completed and signed, in duplicate, to the successful bidder/bidders.
- 40.2 Within twenty one days from the date of the contract, the successful bidder shall return the original copy of the contract, duly signed and dated, to the Purchaser by registered/speed post.

**41 Non-receipt of Performance Security and contract by the Purchaser/Consignee**

Failure of the successful bidder in providing performance security and/or returning contract copy duly signed in terms of GIT clauses 39 and 40 above shall make the bidder liable for forfeiture of its EMD and, also, for further actions by the Purchaser against it as per the clause 24 of GCC – Termination of default.

#### **42 Return of EMD**

The earnest money of the unsuccessful bidders will be returned to them without any interest, whatsoever, in terms of GIT clause 19.6

#### **43 Publication of Tender Result**

The name and address of the successful bidder(s) receiving the Rate Contract(s) will be mentioned in the notice board/bulletin/website of the purchaser.

#### **44 Book examination clause**

44.1 The contractor shall whenever called upon and requiring to produce or cause to be produced for examination by the Purchaser, any cost or other account, book of account voucher, receipt, letter, memorandum, paper or writing or any copy of or extract from such document and also furnish information any wise relating to such transaction and produce before the duly authorised representative of the Purchaser returns verified in such manner as may be required relating, in any way to the execution of this contract or relevant for verifying or ascertaining the cost of execution of this contract (the decision of Purchaser on the question of relevancy of any document, information or return being final and binding on the parties). The obligation imposed by this clause is without prejudice to the obligations of the contractor under any statute, rules or orders and shall be binding on the contractor.

44.2 The contractor shall, if the Purchaser so requires (whether before or after the prices have been finally fixed), afford facilities to the Purchaser to visit the contractor's works for the purpose of examining the cost or production of the articles. If any portion of the work be entrusted or carried out by a sub-contractor or any of its subsidiary or allied firm or company, the authorised representative of Purchaser shall have the power to examine all the relevant book of such sub-contract or any subsidiary of allied firm or company shall be open to his inspection as mentioned in clause 44.1.

44.3 If on such examination, it is established that the contracted price is in excess of the actual cost plus reasonable margin of profit, the Purchaser shall have the right to reduce the price and determine the amount to a reasonable level.

44.4 Where a contract provides for book examination clause, to contractor or its agency bound to allow examination of its books within a period of 60 days from the date the notice is received by the contractor, or its agencies calling for the production of documents as under clause 44.1 above. In the event of contractor's or his agencies failure to do so, the contract price would be reduced and determined according to the best judgement of the purchaser which would be final and binding on the contractor and his agencies.

#### **45 Cartel Formation**

45.1 Cartel Formation and Quoting Prices in Pool – Bidders may note that offers of such firms who resort to unethical practice of cartel formation and quote prices in a pool shall be rejected and their offers shall also not be considered for award of RC for the next two years.

**SECTION - III****SPECIAL INSTRUCTIONS TO TENDERERS  
(SIT)**

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

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

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

**SUBMISSION OF e-TENDERS**

- (i) All the necessary documents as prescribed in the NIT shall be prepared and scanned in different files (in PDF format as prescribed) and uploaded for on-line submission of Proposal.
- (ii) Except Tender Processing Fee and EMD, all document(s)/ information(s) including the Financial Proposal (i.e. FORMAT FOR SUBMISSION OF FINANCIAL PROPOSAL) should be uploaded **online only** in the prescribed format given in the website. No other mode of submission shall be acceptable.
  - i) The prospective bidders may **scan the documents in low resolution (75 to 100 DPI)** instead of 200 DPI. The documents may be scanned for further lower resolution (if possible). This would reduce the size of the Cover and would be uploaded faster.
  - ii) The Individual file size of uploading is restricted up to 5 MB. Bidders may upload multiple files (Not exceeding 5 MB individually) & give relevant file name indicating the contents.
  - iii) The file name of price bid should match the file of the price bid format uploaded by the purchaser in the portal. This can be downloaded from the **Notes & Attachment** under **Details** of item when the event is in **Display Mode**.

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

**TABLE OF CLAUSES**

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## **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.
- 1.2 The parties to the contract, which shall be deemed to be “Rate Contract” and which is intended for the supply of stores of the descriptions set forth in the Tender during the period therein specified shall be the contractor on the one part and the Purchaser(s) named in the Schedule to Tender.
- 1.3 Subject as hereinafter mentioned, no guarantee can be given as to the number or quantity of the stores which will be ordered during the period of the rate contract which is only in the nature of standing offer from the Contractor but the purchaser(s) undertakes(s) to order from the contractor all stores as detailed in the schedule of stores and prices which he/they require(s) to purchase except that he/they reserve(s) the right (1) of submitting to competition any supply of articles included in the contract the total value of which exceeds such amount as the Purchaser (whose decision shall be final), may determine upon consideration of the tenders, (2) of placing this contract simultaneously at any time during its period with one or more contractors as he/they may think fit, and (3) of obtaining from any source any stores referred to in the contract to meet an emergency, if the Purchaser (whose decision will be final) is satisfied that the contractor is not in a position to supply specific quantities or numbers within the period in which supplies are required

### **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 placement of supply order against Rate Contract by the Purchaser, the supplier, shall furnish performance security to the Purchaser for an amount equal to ten percent (10%) of the total value of the supply order placed against Rate Contract, valid up to sixty (60) days after the date of completion of all contractual obligations by the supplier, including the warranty obligations.
- 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/purchaser including furnishing of consignee wise Bank Guarantee for CMC security as per Proforma in Section XV, the amount of the performance security is liable to be forfeited. The Administration Department may do the needful to cover any failure/default of the supplier with or without any quantifiable loss to the Government/purchaser.
- 5.4 In the event of any amendment issued to the contract, the supplier shall, within twenty-one (21) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.
- 5.5 The supplier shall enter into Annual Comprehensive Maintenance Contract as per the ‘Contract Form – B’ in Section XVI with respective consignees, 3 (three) months prior to the completion of Warranty Period. The AMC 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 Institute of the consignee as per the format in Section XV.

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

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

## **7. Packing and Marking**

- 7.1 The packing for the goods to be provided by the supplier should be strong and durable enough to withstand, without limitation, (the entire journey during transit to their final destination as indicated in the contract), rough handling, extreme weather conditions etc. so that there is no damage, deterioration etc. As and if necessary, the size, weights and volumes of the packing cases shall also take into consideration, the remoteness of the final destination of the goods and availability or otherwise of transport and handling facilities at all points during transit up to final destination as per the contract.
- 7.2 The quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall strictly comply with the requirements as provided in Technical Specifications and in SCC. In case the packing requirements are amended due to issue of any amendment to the contract, the same shall also be taken care of by the supplier accordingly.
- 7.3 Packing instructions:
- Unless otherwise mentioned in the Technical Specification and in SCC, the supplier shall make separate packages for each consignee (in case there is more than one consignee mentioned in the contract) and mark each package on three sides with the following with indelible paint of proper quality:
- a. Contract number and date
  - b. Brief description of goods including quantity
  - c. Packing list reference number
  - d. Country of origin of goods
  - e. Consignee’s name and full address and
  - f. Supplier’s name and address

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

- 8.1 The Contractor should satisfy himself that the Stores are in accordance with terms of the Contract and fully conform to the required specification by carrying out a thorough pre-inspection of each lot of the stores before actually tendering the same for inspection to the Inspection Agency nominated under the terms of contract. Such precaution on the part of the Contractor minimises the chances of rejection and the consequences thereof.
- 8.2 The purchaser and/or its nominated representative(s) will /shall be at consignee site, without any extra cost to the purchaser, inspect and/or test the ordered goods and the related services to confirm their conformity to the contract specifications and other quality control details incorporated in the contract. The purchaser shall inform the supplier in advance, in writing, the purchaser’s programme for such inspection and, also the identity of the officials to be deputed for this purpose. The cost towards the transportation, boarding & lodging will be borne by the purchaser and/or its nominated representative(s).
- 8.3 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.

- 8.4 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.
- 8.5 In case the contract stipulates pre-despatch inspection of the ordered goods at supplier's premises, the supplier shall put up the goods for such inspection to the purchaser's inspector well ahead of the contractual delivery period, so that the purchaser's inspector is able to complete the inspection within the contractual delivery period. The goods, should, on no account be dispatched /delivered without getting the same inspected and passed by the inspecting officer stipulated in the contract.
- 8.6 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.
- 8.7 The purchaser's/consignee's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by purchaser's inspector during pre-despatch inspection mentioned above. On rejection the supplier shall remove such stores within 14 days of the date of intimation of such rejection from consignee's premises. If such goods are not removed by the supplier within the period aforementioned, the purchaser/consignee may remove the rejected stores and either return the same to the supplier at his risk and cost by such mode of transport as purchaser/consignee may decide, or dispose of such goods at the supplier's risk to recover any expense incurred in connection with such disposals and also the cost of the rejected stores if already paid for.
- 8.8 Goods accepted by the purchaser/consignee and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute purchaser's/consignee's right to reject the same later, if found deficient in terms of the warranty clause of the contract, as incorporated under GCC Clause 15.

## **9. Terms of Delivery**

Goods shall be delivered by the supplier in accordance with the terms of delivery as specified in the list of requirement. Please note that the time shall be the essence of the contract.

## **10. Transportation of Goods**

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

In case no instruction is provided in this regard in the SCC, the supplier will arrange transportation of the ordered goods as per its own procedure. The supplier shall be responsible for all loss, destructions, damage or deterioration of or to the goods from any cause whatsoever while the goods after approval by the inspector are awaiting despatch or delivery.

**11. Insurance:**

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

In case of supply of 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 “warehouse to warehouse” (consignee site) on all risk basis. The insurance cover shall be obtained by the Supplier and should be valid till 3 months after the receipt of goods by the Consignee.

If the equipment is not commissioned and handed over to the consignee within 3 months, the insurance will be got extended by the supplier at their cost till the successful installation, testing, commissioning and handing over of the goods to the consignee is completed. 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 actual will be reimbursed.

**12. Spare parts**

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

- a) Spare Parts list and prices of parts, consumables should be mentioned clearly and quoted. Bidder should also mention regarding the availability of spares for at least ten years.
- b) The spare parts as selected by the Purchaser/Consignee to be purchased from the supplier, subject to the condition that such purchase of the spare parts shall not relieve the supplier of any contractual obligation including warranty obligations; and
- c) In case the production of the spare parts is discontinued:
  - i. Sufficient advance notice to the Purchaser/Consignee before such discontinuation to provide adequate time to the purchaser to purchase the required spare parts etc., and
  - ii. Immediately following such discontinuation, providing the Purchaser/Consignee, free of cost, the designs, drawings, layouts and specifications of the spare parts, as and if requested by the Purchaser/Consignee.

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

**13. Incidental services**

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 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.

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:

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

#### 15. Warranty

- 15.1 The supplier warrants comprehensively that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by the purchaser in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials (*except when the design adopted and/or the material used are as per the Purchaser's/Consignee's specifications*) or workmanship or from any act or omission of the supplier, that may develop under normal use of the supplied goods under the conditions prevailing in India.
- 15.2 This warranty shall remain valid for the period as mentioned in the SCC Section-V/ List of Requirement Section VI, after the goods or any portion thereof as the case may be, have been delivered to the final destination and installed and commissioned at the final destination and accepted by the Purchaser/Consignee in terms of the contract, unless specified otherwise in the SCC.
  - i. No conditional warranty will be acceptable.
  - ii. Warranty as well as Comprehensive Maintenance contract will be inclusive of all accessories and Site Modification work and it will also cover the following wherever applicable:-
    - a) Any kind of motor.
    - b) Plastic & Glass Parts against any manufacturing defects.
    - c) All kind of sensors.
    - d) All kind of coils, probes and transducers.
    - e) Printers and imagers including laser and thermal printers with all parts.
    - f) UPS including the replacement of batteries.
    - g) Air-conditioners
  - iii. Replacement and repair will be under taken for the defective goods.
    - a) All kinds of painting, civil, HVAC and electrical work
  - iv. Proper marking has to be made for all spares for identification like printing of installation and repair dates.

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

## **16. Assignment**

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

## **17. Sub Contracts**

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

## **18. Modification of contract**

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

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

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

## **19. Prices**

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

## **20. Taxes and Duties**

- 20.1 For goods manufactured outside the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's Country.
- 20.2 For goods Manufactured within the Purchaser's country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- 20.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

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

### **21.1 Payment Terms**

Payment shall be made in Indian Rupees 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) On delivery:**

Ninety percent (90%) payment of the contract price shall be paid on receipt of goods in good condition and upon the submission of the following documents subject to recovery of LD, if any:

- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) 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

(vi) Certificate of origin.

**B) On Acceptance:**

Balance Ten percent (10%) payment would be made against 'Final Acceptance Certificate' as per Section XVIII of goods to be issued by the consignees subject to recoveries, if any, either on account of non-rectification of defects/deficiencies not attended by the Supplier or otherwise. FAC needs to be issued by the designated consignee after installation, commissioning, testing and one to two weeks of successful trial run of the equipment.

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

Site Modification Work payment will be made to the bidder/ manufacturer's agent or its Indian Office in Indian rupees as indicated in the relevant Price Schedule (as per prevailing rate of exchange ruling on the date of Contract) and shall not be subject to further escalation / exchange variation. This will be paid on proof of final installation, commission and acceptance of equipment by the consignee.

**D) Payment for Annual Comprehensive Maintenance Contract Charges, if applicable:**

The consignee may enter into CMC with the supplier at the rates as stipulated in the Rate 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 furniture 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 Deleted
- 21.5 The payment shall be made in the currency / currencies authorised in the contract.
- 21.6 The supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, to respective consignees.
- 21.7 While claiming payment, the supplier is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the supplier for claiming that payment has been fulfilled as required under the contract.
- 21.8 While claiming reimbursement of duties, taxes etc. (like sales tax, excise duty, custom duty) from the Purchaser/Consignee, as and if permitted under the contract, the supplier shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the supplier) shall refund to the Purchaser/Consignee forthwith.
- 21.9 In case where the supplier is not in a position to submit its bill for the balance payment for want of receipted copies of Inspection Note from the consignee and the consignee has not complained about the non-receipt, shortage, or defects in the supplies made, balance amount will be paid by the paying authority without consignee's receipt certificate after three months from the date of the preceding part payment for the goods in question, subject to the following conditions:
- (a) The supplier will make good any defect or deficiency that the consignee (s) may report within six months from the date of despatch of goods.
  - (b) Delay in supplies, if any, has been regularized.
  - (c) The contract price where it is subject to variation has been finalized.



(d) The supplier furnishes the following undertakings:

“I/We, \_\_\_\_\_ certify that I/We have not received back the Final Acceptance certificate from 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 Schedule

- 22.1 The supplier shall deliver the goods and perform the services under the contract within the time schedule specified in the Supply Order. **The time for and the date of delivery of the goods stipulated in the schedule shall be deemed to be of the essence of contract and the delivery must be completed not later than the date(s) as specified in the Contract.**
- 22.2 Subject to the provision under GCC clause 26, any unexcused delay by the supplier in maintaining its contractual obligations towards delivery of goods and performance of services shall render the supplier liable to any or all of the following sanctions:
- (i) Imposition of liquidated damages,
  - (ii) Forfeiture of its performance security and
  - (iii) Termination of the contract for default.
- 22.3 If at any time during the currency of the contract, the supplier encounters conditions hindering timely delivery of the goods and performance of services, the supplier shall promptly inform the Purchaser/Consignee in writing about the same and its likely duration and make a request to the Purchaser/Consignee for extension of the delivery schedule accordingly. On receiving the supplier's communication, the Purchaser 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 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 GST or on account of any other tax or duty which may be levied in respect of the goods and services specified in the contract, which takes place after the date of delivery stipulated in the contract shall be admissible on such of the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.
  - c) But nevertheless, the Purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of GST or any other duty or tax or levy or on account of any other grounds, which takes place after the expiry of the date of delivery stipulated in the contract.
- 22.5 The supplier shall not dispatch the goods after expiry of the delivery period. The supplier is required to apply to the Purchaser 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**

Subject to GCC clause 26, if the supplier fails to deliver any or all of the goods or fails to perform the services within the time frame(s) incorporated in the Supply Order, the Purchaser shall, without prejudice to other rights and remedies available to the Purchaser under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of goods and/or services until actual delivery or performance subject to a maximum of 10% of the contract price. Once the maximum is reached Purchaser may consider termination of the contract as per GCC 24. ***Since the Liquidated damages are in virtue of non-performance of services, it will attract GST or any other applicable taxes which in turn shall be deducted from the bidder.***

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

## **24. Termination for default**

- 24.1 The Purchaser, without prejudice to any other contractual rights and remedies available to it (the Purchaser), 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 pursuant to GCC sub-clauses 22.3 and 22.4.
- 24.2 In the event of the Purchaser terminating the contract in whole or in part, pursuant to GCC sub-clause 24.1 above, the Purchaser will forfeit the performance security and may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit. The supplier shall be liable to the Purchaser for the extra expenditure, if any, incurred by the Purchaser for arranging such procurement.
- 24.3 Unless otherwise instructed by the Purchaser, the supplier shall continue to perform the contract to the extent not terminated.
- 24.4 If the Supplier, in the judgement of Purchaser has engaged in fraud and corruption, as defined in GCC Clause 37, in competing or in executing the Contract.

## **25. Termination for insolvency / Convenience**

- 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.

## 25.2 Termination for Convenience

- (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
  - (i) To have any portion completed and delivered at the Contract terms and prices; and/or
  - (ii) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

## 26. Force Majeure

- 26.1 Notwithstanding the provisions contained in GCC clauses 22, 23 and 24, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.
- 26.2 For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of , the party claiming to be affected by such event and which has caused the non-performance or delay in performance. Such events may include, but are not restricted to, acts of the Purchaser/Consignee either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes executed by its employees, lockouts executed 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. Purchaser's Right to Short Close/Revocation/Cancellation of the Rate Contract

- 27.1 Since the rate contract is a standing offer and is merely a document embodying various terms of the standing offer made by the Contractor, the purchaser can legally cancel the Rate Contract at any time during the currency of the contract giving a reasonable opportunity to the contractor to represent against such cancellation. The revocation/cancellation of the Rate Contract shall take effect immediately thereafter. Any order placed by the Purchaser after the date of cancellation of the Rate Contract should not be taken up by the contractor for execution. The purchaser may, at its option negotiate with the Contractor so as to bring the R/C prices in line with the Market

prices, whenever market fluctuation affects prices abnormally. If the negotiation fails, then the Rate Contract will be foreclosed and fresh Rate Contract will be concluded separately.

- 27.2 Either party namely, the R/C holder/the Purchaser can legally revoke/cancel the Rate Contract at any time during the currency of the Rate Contract giving a notice of 15 days. The revocation of the Rate Contract on the part of R/C holder shall take effect 15 days from the date of the communication of revocation is received by the Purchaser. The cancellation of the Rate Contract by the Purchaser shall take effect 15 days from the date of issue of letter notifying the short closure.

The notice-cum-cancellation of Rate Contract letter to be issued by the Purchaser given in **Section-XXII** and the R/C holder can revoke the Rate Contract by making the application in the Form given in **Section XXII**.

## **28. Governing language**

- 28.1 The Rate Contract shall be written in English language following the provision as contained in GIT clause 4. All correspondence and other documents pertaining to the Rate Contract, which the parties exchange, shall also be written accordingly in that language. Supply orders placed based on the Rate Contract shall also be written in English 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 email 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 Rate 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. Such dispute or difference shall be referred to the sole arbitrator appointed by the Chairman & Managing Director of HLL Life care Limited. The award of the arbitrator shall be final and binding on the parties to the contract subject to the provision that the Arbitrator shall give reasoned award in case the value of claim in reference exceeds Rupees One Lac (Rs. 1,00,000/-).
- 30.3 Venue: The venue of arbitration shall be Delhi/New Delhi (India)/NCR.

## **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. Submission of Quarterly Drawal Report:**

- 33.1 The offer of the firms of the next R/C will be considered only if their performance against the current and preceding R/Cs, if held by them, is satisfactory and they are otherwise eligible. For this purpose, the purchaser expects that a firm should have supplied minimum 85%/95%/100% of the stores due for supply against the current RC and preceding two years R/C respectively on or before the cut-off date as indicated in the tender enquiry.
- 33.2 R/C holder not obtaining any Supply Order against the current R/C prior to the period indicated above and also against immediate previous Rate Contract will be considered to have a NIL performance and will not be eligible for award of next R/C.

**34. Limitation of Liability:**

- 34.1 Except in cases of criminal negligence or wilful misconduct,
- (a) The Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and
- (b) The aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective furniture, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement.

**35. Corrupt Practices**

- 35.1 It is required by all concerned namely the Consignee/Bidders/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 anything 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 Bidders (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 bidder 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.

### **36. Fall Clause**

36.1 The prices charged for the stores supplied under the Contract by the Contractor shall in no event exceed the lowest price at which the Contractor sells the Stores or offer to sell stores of identical description to any person(s)/organisation(s) including the Purchaser or any Department of Central Government or any Department of a State Government or any statutory undertaking of the Central or a State Government, as the case may be, during the period till performance of all Supply Orders placed during the currency of Rate Contract is completed.

36.2 It at any time during the said period, the Contractor reduces the Sale price, sells or offers to sell such stores to any person(s)/organisation(s) including the Purchaser or any Statutory Undertaking of the Central or a State Government, as the case may be, at a price lower than the price chargeable under this Contract, he shall forthwith notify such reduction or Sale or offer of Sale to the office from where this Rate Contract is issued and the price payable under the Contract for the stores supplied after the date of coming into force of such reduction or sale or offer of sale stand correspondingly reduced. The above stipulation will, however, not apply to:

- (a) Export/deemed Export by the Contractor
- (b) Sale of Goods as Original Equipment prices lower than the price charged for normal replacement.
- (c) Sale of goods, such as drugs, which have expiry date.
- (d) Sale of goods at lower price on or after the date of completion of sale/placement of order of goods by the authority concerned, under the existing or previous Rate Contracts as also under any previous contracts entered into with the Central or the State Government Departments including new undertaking (excluding joint sector companies and or private parties) and bodies.

36.3 The Contractor shall furnish the following certificate to the Paying Authority along with each bill for payment for supplies made against the Rate Contract.

“I/We certify that there has been no reduction in sale price of the Stores of Description identical to the Stores supplied to the Government under the contract herein and such Stores have not been offered/sold by me/us to any persons(s) organisation(s) including the purchaser or any Department of Central Government or any Department of a State Government or any statutory Undertaking of the Central or State Government as the case may be upto the date of the bill/ the date of completion of supplies against all supply order placed during the currency of the R/C at a price lower than the price charged to Government under the Contract except for quantity of Stores categorised under sub-clause (a), (b) and (c) of Para 36.2 above.

NOTE: The Contract will also inform the Purchaser as soon as supplies against all the Supply Orders placed against the Rate Contract are completed.

### **37. General/ Miscellaneous Clauses**

37.1 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.

37.2 Any failure on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.

- 37.3 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.
- 37.4 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.
- 37.5 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.
- 37.6 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.
- 37.7 All claims regarding indemnity shall survive the termination or expiry of the contract.
- 37.8 If any provisions of this tender enquiry or a contract formed on the basis of this tender enquiry are invalid or void under any of the existing provisions of Indian law, then such provisions will not affect other provisions of this tender enquiry/ contract.

## SECTION – V

### SPECIAL CONDITIONS OF CONTRACT (SCC)

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

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

**The Rate Contract finalised under this tender enquiry can be operated only by HITES. Any supplier supplying against the said Rate contract to any other user, Government/Private without knowledge and permission of HITES will be considered breach of contract and HITES may initiate action as deemed appropriate including but not limited to forfeiture of their security towards performance and operation of Rate Contract, debarring, blacklisting, etc.**



## SECTION - VI LIST OF REQUIREMENTS

### 1. Details of Requirement:

(Warranty- 02 years, CMC -05 years for all items)

<u>SL.No</u>	<u>RFx / Event No.</u>	<u>Name of the Item</u>	<u>Department</u>	<u>Estimated draws</u>
1	3000002953	All glass distillation apparatus	Biochemistry	30
2	3000002954	Analytical Balance	Community Medicine	200
			Anatomy	
			Biochemistry	
3	3000002955	Autoclave (vertical)	Biochemistry	50
4	3000002956	Balance Micro	Biochemistry	50
5	3000002957	Binocular Microscope	Anatomy	2,500
			Physiology	
			Community Medicine	
6	3000002958	Biosafety Cabinet	Biochemistry	30
7	3000002959	Blood gas analyzer	Biochemistry	50
8	3000002960	BOD incubator	Biochemistry	50
9	3000002961	Centrifuge	Community Medicine	250
			Anatomy	
			Biochemistry	
10	3000002962	Chemicals	Biochemistry	30 SETS
11	3000002963	Chemiluminescence & Gel imaging & analysis system	Biochemistry	30
12	3000002964	CO2 incubator	Biochemistry	30
13	3000002965	Cryostat	Anatomy	30
14	3000002966	Deep freezer (-80 deg C)	Anatomy	100
			Biochemistry	
15	3000002967	Densitometer with computer	Biochemistry	50
16	3000002968	Dissecting Microscope	Community Medicine	1,200
			Anatomy	
17	3000002969	Dissection Table - Std	Anatomy	250
18	3000002970	Dissection table small	Anatomy	250
19	3000002971	ECG machine 12 channel	Community Medicine	200
			Physiology	
20	3000002972	ECG Machine Single Channel	Physiology	150
21	3000002973	EEG machine	Physiology	30
22	3000002974	Electrolyte analyzer	Biochemistry	50
23	3000002975	Elisa reader	Biochemistry	50
24	3000002976	Elisa reader with washer and shaker	Biochemistry	50
25	3000002977	Embalming Machine/ Perfusion Pump	Anatomy	100
26	3000002978	Flowcytometer	Biochemistry	30
27	3000002979	Fluorescent microscope	Biochemistry	50
28	3000002980	Fully automated chemiluminescence immunoassay analyzer	Biochemistry	30
29	3000002981	Glasswares	Biochemistry	30 SETS
30	3000002982	Gradient PCR Machine	Biochemistry	50

<u>SL.No</u>	<u>RFx / Event No.</u>	<u>Name of the Item</u>	<u>Department</u>	<u>Estimated draws</u>
31	3000002983	Hot air oven (more than 200 litres)	Biochemistry	100
32	3000002984	HPLC based automated analyzer for HbA1c & hemoglobinopathy testing	Biochemistry	30
33	3000002985	HPLC system	Biochemistry	30
34	3000002986	Human Bones set disarticulated	Anatomy	800
35	3000002987	ICE flaking machine	Biochemistry	30
36	3000002988	Ice-lined refrigerator	Community Medicine	30
37	3000002989	Incubator	Biochemistry	150
			Anatomy	
38	3000002990	Inverted microscope with PC	Anatomy	100
			Biochemistry	
39	3000002991	Laminar Air Flow Chamber	Anatomy	150
			Biochemistry	
40	3000002992	Laminar airflow for cell culture	Biochemistry	50
41	3000002993	Laminar flow with PCR	Biochemistry	50
42	3000002994	Liquid Nitrogen Drum	Biochemistry	250
		Liquid Nitrogen Drum	Anatomy	
43	3000002995	Lyophilizer	Biochemistry	30
44	3000002996	Meat cutting Machine (Bacon's slicer)	Anatomy	30
45	3000002997	Microplate multimode reader	Biochemistry	30
46	3000002998	Mortuary Cooler/ Refrigerator	Anatomy	50
47	3000002999	Nano spectro bio photometer	Biochemistry	30
48	3000003000	Orbital shaker	Biochemistry	30
49	3000003001	Paraffin embedding system	Anatomy	30
50	3000003002	Physiograph – three channel	Physiology	300
51	3000003003	Polygraph four channel	Physiology	30
52	3000003004	Random access medium throughput fully automated chemistry analyzer	Biochemistry	100
53	3000003005	Real time PCR	Biochemistry	50
54	3000003006	Refrigerated centrifuge	Physiology	100
			Anatomy	
55	3000003007	Refrigerated Microcentrifuge	Biochemistry	150
56	3000003008	Refrigerator (300-380L)	Physiology	350
			Biochemistry	
			Anatomy	
			Community Medicine	
57	3000003009	Rotary Microtome	Anatomy	30
58	3000003010	Semiautoanalyzer	Biochemistry	100
59	3000003011	Single channel physiological recorder	Physiology	500

<u>Sl.No</u>	<u>RFx / Event No.</u>	<u>Name of the Item</u>	<u>Department</u>	<u>Estimated draws</u>
60	3000003012	Skeleton Articulated	Anatomy	30
61	3000003013	Sledge and freezing microtome	Anatomy	30
62	3000003014	Spectrophotometer	Biochemistry	30
63	3000003015	Stimulator, Isolator & Recorder system	Physiology	30
64	3000003016	Thermal aesthesiometer - Digital	Physiology	30
65	3000003017	Top Loading Balance	Community Medicine	100
			Biochemistry	
66	3000003018	Transilluminator with UV stand and UV torch	Biochemistry	30
67	3000003019	Trinocular microscope - Teaching	Physiology	50
68	3000003020	Ultra Centrifuge	Biochemistry	30
69	3000003021	Ultra Sonicator	Biochemistry	50
70	3000003022	Vertical deep freezer - 20deg	Anatomy	200
			Biochemistry	
			Community Medicine	
71	3000003023	Vertical gel electrophoresis	Biochemistry	100
72	3000003024	Water bath serological	Anatomy	100
73	3000003025	Water Purification System	Anatomy	100
			Biochemistry	
74	3000003026	Weighing Balance 2 Kg/ sensitivity 10 gm.	Anatomy	30
75	3000003027	Western Blot Apparatus with Compatible Power Pack	Biochemistry	50

**Note:** Bidders are advised to offer their best competitive prices against this Rate Contract tender. The drawals against the Rate Contract will depend on the competitiveness of the prices, quality of items as essential requirements.

## 2. Destination/Consignee details

Stores are to be supplied all over India as indicated in the Supply Orders placed against the Rate Contract.

## 3. Delivery Period:

The bidders to quote monthly rate of supply which will be incorporated in the Rate Contract and supply order will be placed as per requirement of the user department/organisation accordingly.

**4. Terms of Delivery:**

Free Delivery at Consignee Site

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

**5. Scope of Incidental Services:**

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

Installation & commissioning shall be completed within 15 days, of handing over the site complete in all respect by the consignee. The date of handing over the site has to be intimated to the supplier by the consignee. The delay on the part of the supplier to install & commission the item will also attract the provisions as contained in the liquidated damage clause.

**6. Warranty:**

Terms of warranty shall be as per details given in general technical specification/technical specification of the item and for a period specified in the Table under 'List of Requirement' above. Warranty period will be effective from the date of installation, commissioning and acceptance.

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

**GENERAL TECHNICAL SPECIFICATIONS**

**GENERAL POINTS:**

1. Warranty:

a) Comprehensive Warranty as per Conditions of Contract of the TE document for complete subject item from the date of installation, commissioning and Turnkey Work from the date of satisfactory installation, commissioning, trial run & handing over of furniture to Hospital/Institution/Medical College.

b) 95% up time Warranty of complete item 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 the bidder. Undertaking by the Principals that the spares for the subject item shall be available for at least 10 years from the date of supply.

3. Training:

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

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

a) The cost of Comprehensive Maintenance Contract (CMC) which includes preventive maintenance including testing & calibration as per technical/ service /operational manual of the manufacturer, labour and spares, after satisfactory completion of Warranty period may be quoted for the period as specified in the List of Requirement 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 not be added for Ranking/Evaluation purpose.
  - d) The payment of CMC will be made on six monthly basis after satisfactory completion of said period, duly certified by end user on receipt of bank guarantee for 2.5% of the cost of the equipment as per Section XV valid till 2 months after expiry of entire CMC period.
  - e) There will be 95% uptime warranty during CMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CMC period by double the downtime period.
  - f) Deleted
  - 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 / Site Modification Work (wherever applicable):**

Turnkey/ Site Modification Work is indicated in the technical specification of the respective items, wherever required. The Bidder shall examine the existing site where the item is to be installed, in consultation with HOD of Hospital/Institution/Medical College concerned. Turnkey/ Site Modification Work details of each Hospital/Institution/Medical College are given at the end of Technical Specification. The bidder to quote prices indicating break-up of prices of the Machine and Turnkey Job/ Site Modification Work of each Hospital/Institution/Medical College. The Turnkey/ Site Modification Work costs may be quoted in Indian Rupee will be added for Ranking Purpose. The taxes to be paid extra, to be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such duties and taxes and no claim for the same will be entertained later. The Turnkey Work should completely comply with AERB requirement, if any.

- Note 1:** Bidder's attention is drawn to GIT clause 18 and GIT sub-clause 11.1 A (iii). The bidder 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 Electrical Safety Analyser/ Tester for Medical equipment to periodically check the electrical safety aspects as per BIS Safety Standards IS-13540 which is also equivalent to IEC electrical safety standard IEC-60601 is a part of the equipment. If the Electrical Safety Analyser/Tester is not available they should provide a commitment to get the equipment checked for electrical safety compliance with Electronic Regional Test Labs / Electronics Test and Development Centres across the country on every preventive maintenance call.
- Note 3:** Supplier should provide adequate training of personnel and supply only non-locked open software and standard interface interoperability conditions for networked equipment in hospital management information system (HMIS)
- Note 4:** Training shall be given to the doctors, nurses, operators with proper training material, adequate operating manual & preliminary troubleshooting.

**SECTION-VII**  
**TECHNICAL SPECIFICATIONS**  
**Schedule No. 01**

Sl. No	<b><u>All glass distillation apparatus</u></b>
	<b>Technical specifications:</b>
1	The glassware should be made of high quality borosilicate glass to withstand high heat.
2	Apparatus capacity should be of 4 litres/Hr.
3	Should be double stage.
4	Should have metallic stand and other accessories.
5	Stand should be made of rust free material.
6	Standards heating elements of 2.5-3KW to be used.
7	An automatic cut off device should be attached.
8	Heather should be of quartz for immediate output of distilled water. Apparatus should consist of high quality Borosilicate Boiler with built in water leveller.
9	Output water should be pyrogen-free with conductivity less than 1 micro siemen, ph 6.9-7, distillate temp 65-75 deg C.
10	Metal stand.
11	Automatic cut off device or safety control module.
12	Power input to be 220-240 VAC, 50 Hz.
13	Manufacturer should have ISO & CE certification for quality standards.

**Schedule No. 02**

<b><u>Analytical Balance 200 gm</u></b>
<b>Description of Function</b>
Electronic Balance is required for precision weighing of Lab samples.
<b>Technical Specifications</b>
Weigh accurately up to 3rd decimal place
Fully automatic time and temperature controlled internal calibration and balance should be capable to adjust itself
Auto zero Setting
<b>Weighing capacity up to 200g</b>
Readability 0.001g
<b>Repeatability 1mg or less</b>
Setting time - less than 2 seconds
Suitable for internal and external adjustment weights
PC connectivity
Balance should have
Liquid Crystal Display (LCD) for display
IR sensors for hands free operation
warns if balance is not correctly levelled
automatic and detachable draft shield
Detachable and adjustable terminal
<b>Facility for user administration and password protection.</b>
Integrated automatic safety function for external routine operations
Alphanumeric data entry of more than 2 IDs
Shall meet BIS standards or US FDA or European CE
<b>Power Supply</b>
Power input to be 220-240VAC, 50Hz
Suitable Auto voltage corrector with spike protector should be available.

Suitable UPS with maintenance free batteries for minimum one-hour back-up should be supplied with the system.

Resettable overcurrent breaker shall be fitted for protection

### Schedule No. 03

Sl. No	<u>Autoclave (vertical)</u>
1	Automatic adjustable working pressure system.
2	Double walled.
3	Inside boiler made of stainless steel & outside mild steel finished in cream enamel.
4	Radial locking system lid.
5	The panel is provided with on/off switch, pressure gauge, steam release valve & indicators to show the working of mains & pressure control system.
6	Electrically operated on 220V A/C with stainless steel basket.
7	Digital Temperature controller with inbuilt timer that will cut off the heaters automatically after lapse of pre set time at the pre set temperature.
8	Microprocessor based PID controller.
9	Height:600mm.
10	Diameter inside: 450mm(24"x18")
11	Should be FDA or CE or BIS approved product

### Schedule No. 04

Sl. No	<u>BALANCE MICRO</u>
1	Should have Readability of $1\mu\text{g}$
2	Should have a weighing Capacity of minimum 0-20 gm
3	Linearity should be $\pm 10\mu\text{g}$
4	Repeatability should be atleast $1\mu\text{g}$
5	Should work on an operating temperature of $18-30^{\circ}\text{C}$
6	SS Pan Size ( diameter) : upto 40 mm×40 mm
7	Response time should be within 5-10 Seconds
8	Should have internal calibration facility
9	LCD screen for displaying measured values
10	Packing size: upto565 ×565×355
11	Should have Glass shield cabinet
12	Power supply : 230 V AC +/- 10% 50 Hz
13	Should be FDA or CE or BIS approved product

### Schedule No. 05

Sl. No	<u>Binocular Microscope</u>
	Student upright Binocular Microscopes (with inbuilt light source & imported achromatic optics)
1	Binocular microscope with universal infinity corrected optical system
2	Halogen / LED light source illumination.
3	Rigid frame with ergonomics design
4	Binocular observation tube with inclination of 45/30 degrees
5	Built in torque adjustable focusing knob
6	Mechanical stage with rigid hand coaxial control

7	Abbe condenser, Iris diaphragm
8	Revolving <b>Quadruple nose piece</b> (for objectives).
9	Plan achromat objectives 4X, 10X, 40X, 100X (Oil)
10	40X, 100X objective should be spring loaded
11	Eye piece 10X (FOV 20)
12	Antifungal treatment should be applied to the observation tube, eyepiece and objective
13	Accessories, dust cover and power cord
14	<b>Eye pieces with pointers – 10 nos. Per institute (Price to be quoted seperately)</b>
15	Power requirement 220 V/50 Hz
16	Should be CE certified/FDA /BIS approved product.
	<b>Amended Para: Observation tube - should be Seidentopf type</b>

### Schedule No. 06

Sl. No	<u>Biosafety Cabinet</u>
1	The system should be microprocessor based. The microprocessor must display the inflow and down flow air velocities in real time on an LED display to ensure the user knows whether or not the cabinet is working under safe operating conditions.
2	Motor must automatically adjust the air flow speed to ensure continuous safe working condition. Air flow shall be as per requirements of Biosafety regulations in respect of at least BSC II A level cabinet.
3	The cabinet noise level must be <b>less than 65 decibel</b> .
4	Dimensions (Cabinet Size): 4 to 6 feet. The interior of the cabinet shall be of stainless steel or equivalent material and must be smooth to ensure no risk of cuts to the users.
5	Efficiency of HEPA filter should be almost 99%
6	In order to ensure consistent and reliable down flow velocity across the supply HEPA filter over the life of the cabinet, the cabinet must use a pressure sensor (rather than anemometer) to detect pressure drop across the supply filter, rather than in just one point across the down flow. The pressure sensor must be encased in order to protect the sensor form temperature, humidity and other environmental phenomena that can impact the sensor's performance.
7	Fluorescent lamps for lighting of the interior of the cabinet. Front of the cabinet preferably be angled to help minimize glair.
8	A provision for UV light to disinfect the interior of the cabinet. UV light must be programmable to allow for specific exposure time from 0 to 24 hrs. Automatic UV switch 'OFF' on opening of front window. The front window should be made of laminated safety glass to protect against leakage of UV rays and to ensure containment of potential hazardous material.
9	Safety alarm / safety display for: <ul style="list-style-type: none"> <li>· Low air velocity</li> <li>· Faulty exhaust fan etc.</li> </ul>
10	Power input to be 220-240 V AC, 50 Hz fitted with Indian plug.
11	Should be FDA or CE or BIS approved product
12	Movable stands
13	Warranty should cover UPS and batteries.
14	Calibration certificate shall be provided at the time of installation in respect of all the parameters that require calibration.

### Schedule No. 07

Sl. No	<u>BLOOD GAS ANALYSER</u>
1	Fully automatic, upgradeable, fast electrolyte combination analyzer.
2	Essential Measured parameters; pH, pCO <sub>2</sub> , pO <sub>2</sub> , SaO <sub>2</sub> , tHb, Barometric Pressure, Na <sup>+</sup> , K <sup>+</sup> , Ca <sup>++</sup> , Cl <sup>-</sup> , <b>Lactate, BUN &amp; Glucose</b> . All these parameters should be measured simultaneously.
3	<b>Calculated parameters should include BE, BE ecf, HCO<sub>3</sub>, Anion Gap etc</b>



4	Sample volume-less than 120ul.
5	Fast analysis time – less than 72 sec.
6	Maintenance free electrodes with individual electrodes ON/OFF facility.
7	Fully automatic liquid calibration of all parameters at user-defined intervals without the use of Gas calibrated reagents, external gases, tanks or regulators.
8	Continuous reagent level monitoring with graphic display.
9	Data display on well-illuminated, adequate size LCD colour touch screen display.
10	Data print out on built in graphic printer.
11	Built in auto Quality control facility.
12	Reagents for one year @20 samples/day should be provided along with the machine.
13	Cost of reagents to be quoted for comparative evaluation.
14	Stand by blood gas cum electrolyte analyzer in case of breakdown.
15	List of accessories along with costing should be mentioned.
16	Should be FDA or CE or BIS approved product

### Schedule No. 08

Sl. No	<u>BOD incubator</u>
1	The equipment should have Microprocessor controlled temperature.
2	The system should have a temperature control range from Ambient +5°C to 70°C.
3	The heat transfer to environment at 37°C should be 40 Wh/h.
4	The equipment should have inner chamber volume of 30-50 Litres.
5	The system should have a temperature deviation of+ 0.2°C at 37°C
6	The system should have heating up time of less than 45 min to achieve 37°C.
7	The equipment should have temperature recovery time of 10 min at 37°C.
8	The equipment should have rounded edges and corners for easy cleaning.
9	Equipment should have interface for the documentation of temperature during incubation.
10	Should work on 220 volts, 50 Hz.
11	Should be FDA or CE or BIS approved product

### Schedule No. 09

Sl. No	<u>Centrifuge Machine</u>
1	<b>Description of Function</b>
1.1	Centrifuges are required in the Laboratory to separate various components of Blood and any other liquid sample for analysis
2	<b>Operational Requirements</b>
2.1	Aerodynamic compact construction for vibration free performance, should not run if rotor is imbalanced.
2.2	Table top version
3	<b>Technical Specifications</b>
3.1	Tube Capacity: No. 6 – 8,24-36 rotors : Size 1.8 – 2.2 ml,15ml,50 ml.
3.2	Should have a digital timer
3.3	Body should be made of strong fabricated & corrosion resistant steel
3.4	Control panel – for start/stop switch, dynamic brakes, step less speed regulator with zero start switch & speed indicator with timer and protective fuses.
3.5	Door interlock
3.6	<b>Maintenance free brushless drive motor with exact speed pre selection and display. Speed range 300 to 6000 rpm and above, accuracy 20 to 30 rpm.</b>
3.7	RPM: Up to 6500-7000
4	<b>System Configuration Accessories, spares and consumables</b>
4.1	Centrifuge complete with Swing bucket and fixed angle rotors and four buckets- 01 set.
4.2	Tube Holders and adaptors (for round bottom tube and conical tubes for 1.8 to 2.2 ml, 15 ml ,50

	ml)as appropriate
<b>5</b>	<b>Environmental factors</b>
<b>5.1</b>	Shall meet IEC-60601-1-2:2001(Or Equivalent BIS) General Requirements of Safety for Electromagnetic Compatibility.
<b>5.2</b>	The unit shall be capable of operating continuously in ambient temperature of 10 -40deg C and relative humidity of 15-90%
<b>5.3</b>	The unit shall be capable of being stored continuously in ambient temperature of 0 -50deg C and relative humidity of 15-90%
<b>6</b>	<b>Power Supply</b>
<b>6.1</b>	Power input to be 220-240VAC, 50Hz as appropriate fitted with Indian plug
<b>6.2</b>	Voltage corrector/stabilizer of appropriate ratings meeting ISI Specifications.( Input 160- 260 V and output 220-240 V and 50 Hz)
<b>7</b>	<b>Standards, Safety and Training</b>
<b>7.1</b>	The supplier should be ISO certified for quality standards.
<b>7.2</b>	Should be FDA/ CE/UL or BIS approved product
<b>7.3</b>	Should comply with IEC/TR 61010-3-020: Safety requirements for electrical equipment for measurement, control, and laboratory use - Part 3-020: Conformity verification report for IEC 61010-2-020:1992 Particular requirements for laboratory centrifuges"

### Schedule No. 10

<b>CHEMICALS</b>		
<b>Sl No</b>	<b>Name of Items</b>	<b>Qty</b>
1	Ammonium Sulphate	20 kgs
2	Sodium Nitrate	5 Kgs
3	Sodium Hydroxide pellets	50 Kgs
4	Cupric Acetate	10 kgs
5	Copper Sulphate	5 Kgs
6	Sodium Citrate	30 Kgs
7	Sodium Carbonate	10 kgs
8	Glucose, Fructose, Lactose & Sucrose	5 Bottles
9	a-Naphthol	50 gms
10	Urea	5 Kgs
11	Stannous Chloride	50 gms
12	Resorcinol	500 gms
13	Phenylhydrazinechlorode	1 Bottle
14	Sodium Acetate	1 Bottle
15	Caesin, Peptones, Gelatin	Each 2 Kgs
16	Chlorophenol red	50 gms
17	Bromosresol Green	50 gms
18	Mercuric Sulphate	1 kg
19	Lead acetate	1 Kg
20	Ninhydrin	100 gms
21	ammonium Molybdate	500 gms
22	Uric Acid, creatinine Power	Each 200gms
23	Horse Gram Powder	1/2 Kg
24	Sodium tungtate	100 gms
25	Arsenic acid	500 gms
26	Orthophosphoric Acid	5 Ltrs
27	Picric Acid	1 Kg
28	Silver Nitrate	100 gms
29	Barium Chloride	1 Kg
30	Potassium oxalates	250gms
31	Sulphosalicylic Acid	500 gms
32	Sodium Sulphate	1/2 kg

33	Sodium Nitriprusside	100 gms
34	Sulpher powder	500 gms
35	Fouchet's Reagent	5 lts
36	Ferric Chloride	1/2 kg
37	Trichloroacetic Acid	100 gms
38	DiacetylMonoxime	100 gms
39	Benzidine powder	200 gms
40	Iodine	100 gms
41	Potassium Iodine	200gms
42	Potassium Sodium Tartarate	500 gms
43	Thiourea	250 gms
44	Ammonium Oxalate	250 gms

Note: Bidder has to quote all the items mentioned above.

### Schedule No. 11

Sl. No	<b><u>CHEMILUMINESCENCE &amp; GEL IMAGING &amp; ANALYSIS SYSTEM</u></b>
<b>1</b>	<b>5 megapixel or less, 16-bit Scientific-Grade CCD Camera for good resolution, cooled to <math>\leq -25</math>deg C</b>
<b>2</b>	Optics should include f/1.4 lens or better with motorized optics
<b>3</b>	Should have UV trans-illuminator: 302 nm, Pull-out type; and Epi LED White light imaging
<b>4</b>	Must include at least 4-position motorized filter wheel with UV/IR Interference Filter
<b>5</b>	Should have Light-tight darkroom with UV safety switch
<b>6</b>	Should have integrated or external computer with LCD screen for operations of all system hardware, software & lenses
<b>7</b>	Should have storage at least 250 GB, 3 or more USB slots and at least 1 network port
<b>8</b>	Should provide selection of all instrument settings, capture, save and printing from one screen
<b>9</b>	Should have image acquisition, both Automatic as well as manual
<b>10</b>	Should download images over network via any web browser using a PC or Mac or internet enabled phones / <b>real time with download facility</b>
<b>11</b>	Must have Stand-alone Software for enhancement, editing, annotation, archiving & analysis including features like 1-D multilane densitometry, 2-D spot densitometry ( <b>2D software should include a dedicated application related to protein profiling like Spot matching between the gels, intensity difference across the complete range of proteins available on the gels with the help of normal staining and multiplexing with diferent dyes in the same gel</b> ), MW, Rfanalysis, Microtiter plate, Eli-spot, Array & Dot Blot Analysis, Colony, Cell & GFP Yeast Counting, Q-PCR, Zymogram gel analysis, Gel Scoring, Band matching, RFLP, RAPD, Fingerprinting, Dendrogram creation, options for Dice, Jacard, Pearson, Frequency, Similarity Coefficients & Cluster analysis with multiple methods including Neighbor joining, UPGMA, WPGMA, Simple linkage, complete linkage, ward, median, centroid etc., Multi-color fluorescence microscopy imaging & Movie Mode facility. Should include at least two stand-alone copies of the analysis software
<b>12</b>	Should have Chemiluminescence imaging tray, UV to white light conversion screen, Gel imaging sheet
<b>13</b>	Should be FDA or CE or BIS approved product

### Schedule No. 12

Sl. No	<b><u>CO2 incubator</u></b>
<b>1</b>	<b>Inner total volume 170 to 190 liters</b>
<b>2</b>	<b>Temperature range: +4oC above ambient to +50oC</b>

3	Silicon removable autoclavable inner door gasket.
4	<b>Built in HEPA filter Airflow System (100% HEPA filtered air within 1 minute) with internal blower with or without FAN inside.</b>
5	<b>Thermal conductivity sensor or Infrared sensor with two year warranty</b>
6	<b>On demand sterilization at 140oC up to 12 hours</b>
7	Alpha numeric character display screen and message screen.
8	Class 100 condition of air inside the chamber within five minutes after door closing.
9	Access code to lock the parameters
10	Alpha numeric message for HEPA filter replacement.
11	Certified by ISO 9001, CE mark, UL listed CSA approved.
12	Three Appreciation letter from the reputed institute for similar instruments supplied one & half years back towards it performance & services should be included with the offer.
13	CO2 Cylinder & Regulator should be quoted.

### Schedule No. 13

SI NO.	<u>CRYOSTAT</u>
	<b>Description of Function</b>
	Cryostat is used for cutting thin to semi-thin sections of cryo protected and embedded tissues.
1	Rotary Microtome facility with rotor brakes and blocks for safety
2	Knife: 3 1/4" (8cm)
3	Section Thickness: 5 microns and up Calibrated 5-40 microns
4	Knife holder for low and high profile disposable blades, separate holder for fixed non-disposable blade
5	Knife guard and anti-roll plate
6	Peltier cooling stand for rapid cooling for making cryoblocks
7	Double compressor Freezer for Microtome chamber
8	Daily default auto-defrost system; condensate collection tank with easy detachment and emptying and automatic- full indicator for sluice tank
9	Internal cutting Temperature Range: -40°C to +10°C
10	Resolution: 1/2 amp (curr. readout) 0.1°C, digital display
11	Heat Removal: ½ liter/min. Tap water or circulating pump & tank unit
12	Accessories: Thermocouple microprobe
13	Heated sliding lid to prevent frosting and condensate formation
14	Controller can be used as an independent digital thermometer and needle microprobe should be provided for this purpose.
15	Power input to be 220-240VAC, 50Hz
16	Should be supplied with suitable online UPS with at least 2 hour back up for this system.
17	CE/ BIS approved product
18	Spares to be provided
a	At least 10 bottles of 100 ml each of cryo-embedding medium (OCT)
b	Low and high profile blades ( 3 boxes each of 25 blades)
c	Anti-roll plates- at least 2 spares
d	Block holding chucks- at least 5 small and regular each.

### Schedule No. 14

Sl. No	<u>DEEP FREEZER (-80 deg C)</u>
	TYPE: Upright
	INTERNAL DIMENSION: 55" x 35" x 25" Approx
	EXTERNAL DIMENSION: 78" x 42" x 35" Approx
	<b>CAPACITY: 650 – 750 Litres.</b>
	OPERATING TEMPERTURE: Programmable –50°C up to –86°C with 1°C increment.
	ELECTRIC SUPPLY: 220V/50Hz, 10 Amps. single phase

1)	Fully programmable microprocessor controlled with membrane keypad and eye level control panel.
2)	<b>Construction should be of thin vacuum insulation panel.</b>
3)	<b>System should have Stainless steel interior and tough, powder coated exterior finish.</b>
4)	<b>Freezer should have 3 or more Compartment with two or more adjustable height stainless steel shelves.</b>
5)	Freezer should have the sample (2" vials) capacity of 50,000 or more.
6)	Freezers should have heated air vent and front panel air filter.
7)	Freezer should be quoted with CO2 Backup along with CO2 cylinder.
8)	<b>Heavy duty lockable castors and lockable outer doors.</b>
9)	Freezer must have battery back - up and set point security <b>through password protection for preventing unauthorized tampering.</b>
10)	Double compressor for rapid cooling and maintenance of low temperature.
11)	Freezer must have interface data logging port and it must also have on board diagnostic software
12)	Freezer must have <b>three or more</b> compartments with inner doors for easy handling of samples.
13)	Audible and visible alarms for temperature, power failure, system failure, battery low etc. and it also have remote alarm port for connection to an auto dialer.
14)	Freezer must use CFC-FREE, HCFC-FREE non flammable refrigerants, and refrigeration system must be energy efficient and hermetically sealed cascade refrigeration system.
15)	<b>External or internal voltage stabilizer should be provided</b> so that Compressor should be capable to run any voltage between 190 – 270V. Manufacturing site for the freezer must have ISO 9001 standard quality test requirements and IEC 61010 electrical safety. The unit should be CE or UL certified.
16)	Freezer should be supplied with 5KVA voltage stabilizer.
17)	Should be CE or FDA or BIS approved product
18)	Pre Installation site survey and preparation should be done by the supplier with respect to power supply and air conditioning in consultation with the host institute engineering department.
19)	Cardboard or hardant plastic cryo boxes for storage of samples should be provided in adequate numbers by the supplier.

### Schedule No. 15

<b>Densitometer with computer(gel)</b>	
1.	Computer controlled Chemiluminescence Western blot, Trans-UV for DNA, RNA gel and colorimetric protein gel imaging system with extensive analysis tool for molecular weight calculation, band distance, colony counting, etc.
2.	System must allow for future upgrade for fluorescence based imaging and multiplexing application with the choice of UV, visible (Red, Green, Blue), near IR, IR and deep IR spectral excitation.
3.	Scientific Grade CCD camera with sensor size of 1 inch and f0.84 aperture must for high sensitivity and extremely high level of resolution
4.	Camera should give 6.3 megapixels native and 20 megapixels extended with image resolution of 2838 x 2224 densities
5.	Camera must be a cooled CCD with -55°C maximum differential cooling from the ambient with -30°C absolute and regulated cooling by three stage peltier thermoelectric cooler.
6.	Interface must be USB 3.0 for faster image transfer to help image before signal gets weaker.
7.	Should be a lab proof compact design, require minimal bench space, robust and chemical resistant system made of Stainless steel, aluminum or steel
8.	Superbright Technology to visualize faint bands thereby increased sensitivity with no visible light background while performing gel documentation
9.	High sensitivity reading technology for isolation of the electronic components of the camera during the light capture in order to avoid noise
10.	Should have smart auto exposure mode with optimum exposure time calculation by the software based on the signal output from the sample
11.	Software should provide options for 1x1, 2x2, 3x3, 4x4 binning.
12.	4-position filter wheel allows for dye flexibility of different fluorescent stains.
13.	Pre-calibrated focus for all defined sample height. Easy and convenient adjustment of lens settings

14. Light safety switch override for safety and for preparative work when the door is open
15. Software should be provided for analysis and must include features for auto exposure and 3D Dynamic scan.
16. Software should have Apps Studio with library of applications for better ease of use
Must include multiuser licensed image analysis software.
19. Suitable Stabilizer for smooth operation
20. Optional accessories: The order placed would have a total of 0-5 units of each type a) Interference Filter Emission maxima to acquire image from gel stained with dyes, Ethidium bromide, Gel Red, Gel Green, SYBR Green, SYBR Safe, lumitein, SYPRO Ruby, etc. b) UV / WL Conversion Screen c) A UV transilluminator of filter Size 21 x 26 cm having a 312nm wavelength tube with separate stand-alone camera to capture the gel image.

### **Schedule No. 16**

Sl. No	<b><u>DISSECTING MICROSCOPE</u></b>
<b>A.1</b>	Eye piece: Straight binocular type wide field (10 x)
<b>2</b>	Optic carriers with five steps magnification
<b>3</b>	Fine focusing- manual
<b>4</b>	Objective 250mm f & 400 mm f
<b>5</b>	Cold light co-axial illumination additional 10 spare bulbs
<b>6</b>	Solid metallic body with sturdy stand riding on heavy castor wheels with locking breaks.
<b>7</b>	Halogen illuminations 150W with power supply.
<b>8</b>	Should have 3 spare lamps with each unit.
<b>B</b>	<b>Power Supply</b>
	Power input to be 220-240VAC, 50Hz
	CE or BIS approved product or equivalent.

### **Schedule No. 17**

Sl. No	<b><u>DISSECTION TABLE - STANDARD</u></b>
<b>1</b>	<b>Technical Specification</b>
<b>1.1</b>	Approximate Dimension:-1820 X 600 X 900 (L x W x H)
<b>1.2</b>	It should be made of stainless steel (steel grade 304) with a frame made of rugged torsion-resistant stainless steel profiles.
<b>1.3</b>	It should have 4 solid rubber swivel locking castors
<b>1.4</b>	Table top depth should be of approx. 15mm sloping towards the drain.
<b>1.5</b>	10 litre removable container with bayonet lock, mounted beneath the down spout, should be attached to a rack in the base frame.
<b>1.6</b>	Airtight compartment should be mounted beneath the table top to serve as an odour-free storage of drapes. Size: 2 ft (Length) x 1.5ft (Width) x 9" (Depth)
<b>1.7</b>	It should have stainless steel full extension drawer and a removable stainless steel tray provided with a perforated plate and a removable lid. Size: 2 ft (Length) x 1.5ft (Width) x 9" (Depth)
<b>2</b>	<b>System Configuration Accessories, spares and consumables</b>
<b>2.1</b>	Stainless Steel Bucket 50 Ltrs
<b>2.2</b>	Headrest
<b>2.3</b>	Body support shims
<b>2.4</b>	Foot rest.
<b>2.5</b>	Foldable, extendable arm rests.
<b>2.6</b>	Facility to fix stands & stands for lithotomy strapping.

**Schedule No. 18**

<b>Sl. No</b>	<b><u>DISSECTION TABLE - SMALL</u></b>
<b>1</b>	<b>Technical Specification</b>
<b>1.1</b>	Approximate Dimension:- 4ft X 2ft X 3ft (L x W x H)
<b>1.2</b>	It should be made of stainless steel (steel grade 304) with a frame made of rugged torsion-resistant stainless steel profiles.
<b>1.3</b>	It should have 4 solid rubber swivel locking castors
<b>1.4</b>	Tabletop depth should be of approx. 15mm sloping towards the drain.
<b>1.5</b>	10 litre removable container with bayonet lock, mounted beneath the down spout, should be attached to a rack in the base frame.
<b>1.6</b>	It should have stainless steel full extension drawer and a removable stainless steel tray provided with a perforated plate and a removable lid. <b>Size: 2 ft (Length) x 1.5ft (Width) x 9" (Depth)</b>
<b>2</b>	<b>System Configuration Accessories, spares and consumables</b>
<b>2.1</b>	Stainless Steel Bucket 50 Ltrs
<b>2.3</b>	Body support shim.

**Schedule No. 19**

<b>Sl No</b>	<b><u>ECG machine 12 channel</u></b>
<b>1</b>	Real-time recording and printing of 12-channel ECG waveform
<b>2</b>	Graphic display of 12-Channel ECG waveform
<b>3</b>	Light, compact with A4 size thermal recorder
<b>4</b>	Simultaneous acquisition of 12-lead ECG data
<b>5</b>	Built-in analysis software of age which assures accurate analysis result
<b>6</b>	Auto-measurement, auto-interpretation, waveform playback and storage of ECG data
<b>7</b>	RS232 and USB interface cope with data-share or remote data management requirement
<b>8</b>	Option wireless function makes more convenient communication with PC
<b>9</b>	User friendly operation system
<b>10</b>	Literal and graphic operation interface
<b>11</b>	Powerful filters to minimize interference
<b>12</b>	Heart rate measurement and pace-maker <b>detection</b> circuit.
<b>13</b>	<b>Multiprinting formats: manual &amp; automatic, standard 12 channel, 3 channel plus 3 rhythm lead, 6 channel, 6 channel plus rhythm lead, 60s analysis of arrhythmia, trend graph.</b>
	3 rhythm lead, 6 channel, 6 channel plus rhythm lead, 60s analysis of arrhythmia, R-R histogram, trend graph
<b>14</b>	AC, DC or built-in lithium battery power supply, alarm of battery weak and lead-off
<b>15</b>	Tremendous ECG data can be saved in built-in SD card
<b>16</b>	20 boxes of disposable electrodes
<b>17</b>	Certifications and standards: FDA / CE / UL / BIS approved product
<b>18</b>	Manufacturer should be ISO certified for quality standards.

**Schedule No. 20**

<b>Sl No</b>	<b><u>ECG Machine Single Channel</u></b>
<b>1</b>	<b>Description of Function</b>
<b>1.1</b>	ECG Machine is primary equipment to record ECG Signal in various configurations
<b>2</b>	<b>Operational Requirements</b>
<b>2.1</b>	The ECG Machine should be able to acquire all 12 Leads ECG signals
<b>2.2</b>	Should print all the 12 leads in a single channel mode

<b>3</b>	<b>Technical Specifications</b>
3.1	Should acquire 12 lead ECG for both adult and pediatric patients
3.2	Should have Artifact, AC, and low and high pass frequency filters.
3.3	Should have an integrated-high resolution, thermal array printer for print of ECGs
3.4	Should have battery capacity of at least 30 ECGs or 30 minutes of continuous rhythm recording on single charge
<b>4</b>	<b>System Configuration Accessories, spares and consumables</b>
4.1	System as specified-
4.2	Patient cable -02
4.3	Chest Electrodes Adult-(set of six) -2 sets.
4.4	Chest Electrodes Pediatric-(set of six) -2 sets
4.5	Limb Electrodes (set of 4)- 02 sets for Adult and 02 sets for Pediatrics.
4.6	Thermal print paper: 10 Rolls/Z Fold
<b>5</b>	<b>STANDARDS</b>
5.1	The product should be CE or FDA or BIS Certified

### Schedule No. 21

Sl No	<u>EEG machine</u>
1	Capability to display and record at least 32 channels EEG along with necessary electrodes cables with input impedance more than 10 M Ohms
2	Facility to measure and display electrode impedance during recording
3	Electrode junction box for connection and electrode cap for placing, holding the electrodes with facility to have two linked system reference electrodes
4	Sampling rate of at least 200Hz and amplitude resolution at least 12 bit with dynamic range of +/-2mv
5	Adjustable display paper speed with minimum range of 1-60mm/sec, adjustable channel sensitivity with minimum range of 0.1-100Hz and facility for adjustable filters for display during review.
6	Notch filter of 50 Hz with minimum attenuation ratio of 1:20
7	LCD TFT monitor of minimum 15" for data and waveform display
8	Integrated hardware and software for sorting patient data, comments and annotation simultaneous display of two segments of same records for comparison, calculation of coherence between user selectable channels
9	Built – in digital calibration as well as bio calibration.
10	Suitable selector montages for 32 channels should be included.
11	Disk space to record least 12 hours of data continuously in all channels at optimum sampling rate.
12	Stimulation protocol for hyperventilation, eye closure manual and programmable photic stimulation protocols (minimum frequency range: 05-30Hz)
13	Should have printing device to print with 25-30 mm horizontal scaling with 200 data point per second
14	Upgradability to video EEG and polysomnography
15	UPS: 2 KVA
16	The product should be CE or FDA or BIS Certified

### Schedule No. 22

Sl. No	<u>ELECTROLYTE ANALYZER</u>
1	The Analyser should have option to measure Blood/ Serum / Plasma / Urine
2	The Analyser should be able to measure Na, K, Cl and Expandable to Ca and Li



3	Should have Integrated Pack to avoid Wastage Handling
4	Should have more than 800 Samples results Storage or more
5	Sample volume should be less Than 120 ul
6	Should have economy mode to save Reagents Consumption
7	Should have In-Built Thermal Printer
8	Should have option to feed Patient Name and Patient ID.
9	Should have Barcode Scanner (Optional)
10	Suitable UPS with maintenance free batteries of minimum one hour back up should be supplied with the system.
11	Should be FDA or CE or BIS approved product

### Schedule No. 23

Sl. No	<u>Elisa reader</u>
1	Photometer & Measurement channel.
2	Wave Length range 400 – 750nm.
3	Filters – 405, 450, 492 and 620nm (up to 8 filters that can be mounted).
4	Absorbance range – <b>0 to 3.5 OD</b>
5	Single Wave Length – 15 seconds.
6	Dual Wave Length – 20 seconds.
7	Multi label measurement and kinetic measurement.
8	<b>Halogen lamp</b>
9	Lamp save feature MTBF >1,00,000 plates.
10	Licensed window based software.
11	System should be FDA, IVD , CE and ISO certified.
12	<b>Display: Inbuilt screen for display or display through PC if through PC than suitable PC to be supplied</b>

### Schedule No. 24

Sl. No	<u>Elisa reader with washer and shaker</u>
<b>A</b>	<b>Technical Specification:</b>
1	Optical system diffraction grating Band width- 8 nm.
2	<b>Wavelength range 230-1000 nm with increment of 1 nm</b>
3	Measuring range 0-4 Abs.
4	Measurement time-up to 30 Seconds (For 96 well micro plate).
5	Resolution- 0.001 Abs.
6	<b>Light Source- tungsten- Halogen/ Deuterium/Xenon lamp.</b>
7	Accuracy - +/-0.010@ 1Abs.
8	Measurement time upto 30 Sec. (for 96 well microplate) Read methods End point, kinetic, spectral scanning and well scanning and well area scanning
9	Power supply -230 V AC +/- 10, 50Hz.
10	Self Check- System should perform self check before every measurement.
11	Sampling-96 well micro plate and 8/12 well micro strips.
12	Micro plate shaking facility with programmable shake.
13	Plate carrier to accommodate PVC and Polystyrene (flat, U and V bottom 96 well microplate).
<b>B</b>	<b>Data station:</b>
1	I5 3 <sup>rd</sup> generation processor with licensed windows operating system, 500GB hard disk, 4GB ram, DVD RW, 17" LCD colour monitor and Colour laser printer.
2	Software- facility for reading complete plate or even a single well.
3	Multiple blanking options.
4	Data Presentation in 4 Modes (absorbance, transmission, blank subtracted absorbance limit +/-0/-report).
5	Quantitative analysis using linear and quadratic curve pointing calibration

6	Multi-pointing Calibration.
7	Software of qualitative kits.
8	Checking of Controls.
9	Calculation of cut- offs.
10	Final report in +/- format.
11	Storage facility for easy recall or processing of sample and data.
<b>C</b>	<b>Automated washer:</b>
1	Plate type (96 well).
2	Wash bottle capacity 2-4 liters.
3	Additional wash bottle capacity 2 liters.
4	Residual aspiration Volume < 5 ul.
5	Hard Ware specifications:
a	Manifold 8 or 12 Channels.
b	Vacuum power – 1 integrated vacuum power.
c	Waste bottle 2 L.
d	User interphase Flat with 5 diaphragm keys.
e	2-4 x 20-26 characters LCD screen.
<b>D</b>	<b>Software specification:</b>
1	Up to 75 wash programmable protocols.
2	Wash program cards 4-6 cycles.
3	Wash mode – strip and plate mode.
4	Accepts flat or curved bottom.
5	Programmable Vertical and horizontal speeds and vertical and horizontal position of aspirating needle in relation with wells.
	<b>In Built Printer Required</b>
<b>E</b>	<b>Microplate Shaker:</b>
1	Speed: 50 -250rpm.
2	Time: up to 15 minutes.
3	Capacity- upto 6 microplates.
<b>F</b>	<b>Should be FDA or CE or BIS approved product</b>

### **Schedule No. 25**

Sl. No	<b><u>Embalming Machine</u></b>
	<b>Technical Specifications for Embalming Machine:</b>
1	Table top model- Compact size- not more than length 20cm X width 15 cm X height 15cm, weight < 5Kg
2	Fluid delivery rate should be variable from zero to 10 ltrs/hr.
3	Pump: pump should be of electromagnetic/ diaphragm dosing pump with capacity 0-10 ltrs Per hour and pressure 3 kg/cm square.
5	I.V. stand fixed for mounting cannula tubing and mains cable.
6	Indicator for mains on & in use should be present.
7	The outer body should be of complete stainless steel.
8	Power supply: 220 V AC with trip facility.
9	Spare length of tubing to be provided- min 10 m
10	Tubing to be uniform for set speed
11	Speed adjustment/calibration for fluid density and viscosity should be available

### **Schedule No. 26**

Sl. No	<b><u>Simple Bench Top Flowcytometer</u></b>
1	Bench top , pre-aligned flow cytometer
2	System should be equipped with solid state blue, Red & Violet lasers with at least 7 colours.
3	Fixed alignment, pre-optimized detector settings

4	Data acquisition should be at least 10000 event/second
5	Compensation setting before, during and after data collection.
6	System should have sampler to fit in at least 20 tubes, 48& 96 microtiter plates
7	<b>System should be supported by appropriate software for acquisition &amp; analysis of data</b>
8	System should have high resolution with 5-7 decade
9	Touch/LCD screen computer with at least 21" monitor with color printer to run and analyze the data (4core processor, 1TB HDD, 16 GB RAM or Higher).
10	Compatible UPS with at least 1 hour back up should be supplied.
11	Should be FDA or CE or BIS approved product.
12	List of users and track record of installation of similar equipment should be provided.

### Schedule No. 27

Sl. No	<u>Fluorescent microscope</u>
1	Microscope Body: Microscope with infinity optical corrected optical system with light path selector of 100:0, 0:100.
2	Eyepiece: 10x (Paired) with F O V 22mm and diopter adjustment facilities on both eyes, anti-fungus type.
3	Condenser: Extra long working condenser (suitable for phase contrast/BF/Fluorescence)
4	Illumination: Pre centred Mercury fibre Illuminator of 130W/ <b>Metal halide Illuminator of 120/130W with facility for no heat Lifetime of 2000 hrs or more</b>
5	Nosepiece: Quintuple nosepiece to accommodate 5 objectives at a time.
6	Stage: Attachable mechanical stage with universal holder to accept all types of specimen holders.
7	Objectives: 4x (N.A.0,10, W.D 30.0mm or higher), 10x (N.A 0.25, W.D 5.2 mm), 20x (N.A, 0.45, W.D, 8.2-6.9mm), 40x(N.A.0.60, W.D, 3.6-2.8mm)
8	Epi-Fluorescence Attachment: Noise terminator mechanism incorporated for high signal ratio images with pre centred mercury fibre illuminator of 130w. Main body must hold <b>4-6</b> fluorescence filter block and one empty position for bright field. Epi-fluor filter block (Blue) consisting of excitation filter , Dichroic mirror and barrier filter Epi-fluor filter block (Green) consisting of excitation filter, Dichroic mirror and barrier filter, Epi-fluor filter block for UV Consisting of excitation filter Dichroic mirror and barrier filter.
9	Digital Camera: Camera attachment capable of handling bright field , fluorescence, DIC, dark field images with 2/3" high density CCD Chip, Approx 5.24 Million pixel resolution Built-in TFT LCD monitor (8.4-In) XGA 1024x768 Live Display Mode (5m Interlace Mode 5.9 Frames/Sec; 23 Frame per/Sec with roi& Binning); Binning Modes 2x2 , 4x4 Digital Zoom Upto 16x (8 Steps); Interval shooting 10 sec- 6 hr Intervals; White Balance adjustment, Image Adjustment (Gamma Correction, shading Adjustment, Black level adjustment, Hue Wheel variation, colour saturation adjustment)
10	Software: Image analysis software that include length, width and circle measurements, comparison of images <b>on PC if not inbuilt supplier has to supply the suitable PC, Printer &amp; UPS</b>
11	Consumable : Halogen lamp 4 no
12	UPS compatible for this system
13	Should be FDA or CE or BIS approved product

### Schedule No. 28

Sl. No	<u>Fully automated chemiluminescence immunoassay analyzer</u>
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1	Fully Automated immunodiagnostic system based on latest Chemiluminescence technology.
2	Continuous loading facility of minimum 50 samples.
3	Can accommodate multiple sample tube size / sample cups.
4	Universal barcode reader should be able to read multiple barcode type.
5	Capability to do the assay in continuous, random, batch & stat mode.
6	Facility to process various body fluids like serum, plasma, urine etc.
7	Throughput of up to or more than 200 tests per hour with random access.
8	Facility for detection of clot, bubble, viscosity and inadequate sample.
9	Sample volume should be 10 to 200 µl depending upon the analyte.
10	Facility for onboard dilution and reflex dilution for high and abnormal samples.
11	Should have disposable tip sampling system / effective wash technique to prevent carryover.
12	At least 40 different parameters should be available on board and 15- 20 parameters must be done at one time.
13	The reagent should be ready to use.
14	Continuous access to loading and unloading reagents is possible.
15	Inbuilt refrigeration system with controlled temperature and humidity.
16	Capability of inbuilt inventory management system for reagent.
17	Calibration stability should be at least 2-4 weeks depending upon parameters.
18	Capability of bar-coded stored master curve with two point calibration.
19	Inbuilt QC system to monitor the quality of result obtained.
20	Should have the self-diagnosis and error recovery system with on board operation guides for efficient trouble shooting purpose.
21	Patient result should be available both test wise / patient wise with storage of at least 5000 results.
22	Online status for worksheet, sample, reagent, tips, quality controls.
23	Compatible to the laboratory information system for online computerization of patient report.
24	Should have the facility to collect both liquid and solid waste for disposal.
25	Should be CE and USFDA approved.

**Schedule No. 29**  
**Glassware**

SI No	Name of the Items	Qty
1	TEST TUBE 18x150mm	1500 Pcs
2	TEST TUBE 12x75mm	
3	TEST TUBE 12x100mm	
4	Test Tube holder for test tubes of 18x150mm, 12x75mm, 12x100mm sizes	100 pcs
5	Glass Rods	100 pcs
6	Test Tube stands for test tubes of 18x150mm, 12x75mm, 12x100mm sizes	100 pcs
7	Spatulas Big & Small	100 pcs
8	Test Tube brushes	100 pcs
9	Funnels Big & Small	100 pcs
10	Droppers	100 pcs
11	Whatmann Filter Paper- Round	100 sheets
12	Cover Slips 4 Boxes(10 in each box)	40
13	Glass Slides	2 Boxes

14	Urinometer	1no
15	Litmus Paper	
16	Stoves (Single Burners)	
17	Volumetric Flasks 100 ml	4 nos
18	Volumetric Flasks 1 ltr	4 nos
19	Volumetric Flasks 1/2 Ltr	2 nos
20	Pipettes	10 nos
21	Beakers 2 Ltr	5 nos
22	Beakers 1/2 Ltr	5 nos
23	Glass Rods	100 nos

- Note: 1. All Glassware items should be of Borosilicate glass. To be clubbed and tendered as per 1 item. No separate specs are needed.  
2. Bidder has to quote all the items mentioned above.

### **Schedule No. 30**

Sl. No	<b><u>GRADIENT PCR MACHINE</u></b>
<b>1</b>	96-well 0.2ml tube block format
<b>2</b>	Heated lid (at least 105° C)
<b>3</b>	Temperature range 4-99° C
<b>4</b>	Temperature accuracy better than 0.1 - 0.3° C
<b>5</b>	Temperature uniformity across the block better than 0.2 - 0.5° C
<b>6</b>	Sample temperature ramp rate (cooling/heating) better than 1 - 3° C
<b>7</b>	Capable of incrementing/decrementing temperature and time at each cycle
<b>8</b>	Gradient temperature range at least 40-75° C
<b>9</b>	Inbuilt LCD colour display or attached computer to display and set parameters
<b>10</b>	At least 200 protocol memory on board, storage extendibility by USB memory stick.
<b>11</b>	Should be FDA & ISO or CE or BIS approved product

### **Schedule No. 31**

Sl. No	<b><u>HOT AIR OVEN</u></b>
<b>1</b>	<b>Description of Function</b>
<b>1.1</b>	Hot Air Oven is required for heating a sample under controlled conditions.
<b>2</b>	<b>Operational Requirements</b>
<b>2.1</b>	Microprocessor based system with PID-temperature controller with integrated .auto diagnostic system with fault indicator.
<b>2.2</b>	Thermostatically controlled system.
<b>3</b>	<b>Technical Specifications</b>
<b>3.1</b>	<b>External: Stainless Steel Casing :Insulated stainless steel door with locking and rear zinc-plated steel</b>
<b>3.2</b>	<b>Interior - Internal Volume more than 200 liters easy-to-clean interior, made of stainless steel, with supports on the three sides for three adjustable perforated stainless steel shelves</b>
<b>3.3</b>	Forced air circulation by quiet air turbine/Fan to ensure uniform temperature

3.4	Fitted with load indicator and safety thermostat take over indicator lamp. LCD/LED Indicator
3.5	Temperature Variation +/- 1 deg C.
3.6	Temperature Range- ambient to 250 deg C.
3.7	Output available for data acquisition.
4	<b>System Configuration Accessories, spares and consumables</b>
4.1	System as specified-
5	<b>Environmental factors</b>
5.1	The unit shall be capable of being stored continuously in ambient temperature of 0 -50deg C and relative humidity of 15-90%
5.2	The unit shall be capable of operating continuously in ambient temperature of 10 -40deg C and relative humidity of 15-90%
6	<b>Power Supply</b>
6.1	Power input to be 220-240VAC, 50Hz fitted with Indian plug
6.2	Voltage corrector/stabilizer of appropriate ratings meeting ISI Specifications. (Input 160-260 V and output 220-240 V and 50 Hz)
7	<b>Standards, Safety and Training</b>
7.1	System should confirm to IS:6365-1971(Reaffirmed 1995) with latest amendments in ISI specifications for Laboratory Electric Ovens. Alternatively system should be FDA Approved or CE Certified.
7.2	Electrical safety conforms to standards for electrical safety IEC-60601 / IS-13450
7.3	Should be compliant to ISO 13485: Quality systems - Medical devices - Particular requirements for the application of ISO 9001 applicable to manufacturers and service providers that perform their own design activities.

### Schedule No. 32

Sl. No	<b><u>HPLC based automated analyzer for HbA1c &amp; hemoglobinopathy testing</u></b>
1	Automated, Integrated system, dedicated to HbA1c, Thalassaemia and hemoglobinopathy testing and screening based on HPLC technology.
2	The system should be able to screen and quantitate different variant haemoglobin and HbA1C.detect the most commonly occurring abnormal hemoglobins like Hb S, Hb D, Hb E, Hb C, Hb Q-India and other rare abnormal hemoglobins.
3	Complete ready to use kit should be provided with Buffers in transparent plastic tanks to view the level of buffers; columns, primers, calibrators & sample vials.
4	It should have a faster throughput.
5	The system should have optional feature to load atleast 50 samples simultaneously with continuous loading facility.
6	The system should have in-kit external standards for instrument calibration ensuring accurate quantization of results.
7	The system should have a bi-directional LIS.
8	The system should have a feature sample position identification to avoid error in case of bad/fault barcode reading.
9	The system should have a visible alarm system for low buffer reservoirs, low level value for cartridge injections and overflow for the waste tank, as well as built in alarms for calibration failure.
10	The system should be capable of positive sample identification using a Barcode reader.
11	The system should have the facility of primary tube sampling and direct dilution of the samples without manual intervention.

12	It should have an inbuilt system check facility which checks that all the system parameters (eg, cartridge, buffer, reagent, waste etc) are ready before the sample analysis.
13	The system should preferably have a independent mode to perform either HbA1c or HbA2/Hb, F/HbA1c without changing any reagents or columns.
14	The system should be able to detect correct A1c values in presence of abnormal hemoglobin variants like HbD, HbE, HbS&HbC
15	The System should be NGSP (National Glycohemoglobin Standardisation Program) Certified and traceable to IFCC reference method.
16	It should be able to print a hard copy report giving identification and information on the subtype and quantity of haemoglobins detected. It should have the facility to view current and stored chromatograms & should enable storage of chromatograms.
17	The company should be able to provide normal and abnormal controls for Hb A2, Hb F and Hb S and provide quality control program to help compare results with similar users worldwide.
18	The company should have external quality assurance service (EQAS) for haemoglobin variants.
19	The company should have minimum of 50 installations in India
20	The system should have software for real time viewing of the analysis of the sample.
21	The System should be both CE & FDA approved.
22	The company should have offline library of chromatograms for result interpretation
23	The company should have optional feature of capillary collection kit for remote sample collection with sample stability at 2-8 °C for 14 days.
24	Compatible UPS.
25	Computer with printer.
26	Appropriate software for data analysis.

### **Schedule No. 33**

Sl. No	<b><u>HPLC SYSTEM WITH CHROMATOGRAPHIC WORKSTATION</u></b>
1	Reciprocating pump with a parallel connection of double plungers and an intelligent control of a microprocessor has higher operating pressure, smaller pulsation, stable performance, convenient operation and some other features, etc. Through alternating the double plungers to perfuse, the service life of the piston rod and that of the leather packing collar are twice longer than those of common pumps with connection in series
2	<b>Specification:</b>
3	Flow rate Range: 0.001-9.999 mL/min
4	RSD< 0.06%
5	<b>Peak Operating Pressure: 40MPa(0.001-9.999mL/min)</b>
6	Pressure Pulsation<0.1 MPa
7	<b>Deleted</b>
8	<b>UV Detector</b>
9	With its pioneering digital switch system, the detector directly outputs digital signal to the workstation, which avoids the signal distortion and interference that common UV detectors may bring about during their multiple analog-to-digital conversion of chromatograph signal

<b>10</b>	<b>Specification:</b>
<b>11</b>	Wavelength Range: <b>190-600nm</b>
<b>12</b>	Baseline Noise: $\pm 0.5-1.0 \times 10^{-5}$
<b>13</b>	Baseline Drift: $0.4 \times 10^{-4}$ AU
<b>14</b>	Minimum Detection: $1 \times 10^{-8}$ g/ML(Naphthalene/methyl alcohol)
<b>15</b>	Wavelength Repeatability: less than 0.2nm
<b>16</b>	Injection Port:
<b>17</b>	C18 Column
<b>18</b>	<b>Chromatography Workstation</b>
<b>19</b>	Chromatogram workstation software should be a full automated integration of UV detector and high-pressure constant flow pump, and has powerful control function and simple, convenient and swift operation.
<b>20</b>	Six kinds of quantitative algorithmic methods: normalization, revised normalization, revised normalization with factor of proportionality, internal standard method, and external standard method and index calculation.
<b>21</b>	Should be FDA or CE or BIS approved product
<b>22</b>	<b>Amended Para:</b>
<b>23</b>	Injection System: Auto Sampler
<b>24</b>	Suitable compatible PC, Laser Printer & UPS to be offered with the system.

### Schedule No. 34

Sl. No	<b><u>HUMAN SKELETON ARTICULATED (REAL BONES)</u></b>
<b>1</b>	<b>Description of Function</b>
<b>1.1</b>	Mounted skeleton, one with the various parts connected in such a way as to demonstrate normal relationships and allow motion between components as in the living body.
<b>2</b>	<b>Technical Specifications</b>
<b>2.1</b>	The articulated skeleton should be ideal for teaching the basics of human anatomy.
<b>i</b>	Adult Male & Female - 10 set each (Age 20 - 60 yrs)
<b>ii</b>	Old age Male & Female - 1 set each(MORE THAN 60 YRS)
<b>iii</b>	Adolescent Male & Female - 1 set each(10 -15 YRS)
<b>iv</b>	Child Male & Female - 1 set each (5-10 YRS)
<b>v</b>	Paediatric Male & Female - 1 set each (0-2 YRS)
<b>2.2</b>	It should be real skeleton of a life size human skeleton and should show all skeleton part in high details.
<b>2.3</b>	All of the joints, sutures, fissure, foramina and processes should be portrayed with at most accuracy/intact.
<b>2.4</b>	Should be supplied with caster roller stand per skeleton.
<b>2.5</b>	It should be neat and clean.
<b>2.6</b>	Should submit license for sale of human bones.

### Schedule No. 35

Sl. No	<b><u>ICE flaking machine</u></b>
1	The ice flaking machine with safety control against failure of refrigerant & water.
2	Machine should automatically shut off when water is not available in line and resumes when water is available.
3	Machine should automatically stop when the Bin is full and resumes when sufficient ice is taken from the Bin.



4	Machine should automatically shut off and indicate if the Refrigerant is not sufficient to produce Ice.
5	An out let should be provided to drain water from the Bin to protect it from contamination.
6	Production Capacity: Should produce at least 200 Kg/24 hrs
7	Storage Bin Capacity: Should have a capacity to store 100 Kg Ice Flakes
8	Freezing Cylinder : Stainless Steel Made
9	Compressor : Should be Hermetically sealed
10	Condensation/Cooling : Air Cooled
11	Cabinet : Should be of Stainless Steel, corrosion free with PUF insulation
12	Exterior (Chamber) : Stainless Steel
13	Control : Microprocessor Control
14	Alarms Indications : Visual LED
15	Should produce very Low Noise Level
16	Operating Temp. : 10 to 38 deg.C
17	Machine should have AgION Silver Antimicrobial product protection
18	Refrigerant : R-404a CFC Free
19	Safety control: Microprocessor control against failure of refrigerant & water.
20	Hardness : Atleast 70%
21	Power Consumption not more than 760 Watts
22	Power Requirement: 220-240V/50Hz
23	<b>Machine should have ISO/CE/FDA certification</b>
24	Adjustable legs to keep the machine in level.

### Schedule No. 36

<b>Ice-lined refrigerator</b>
<b>1. Description of function</b>
<b>1.1</b> Ice-lined refrigerators maintain temperatures of +2 deg C to +8 deg C Not more than 8 hrs continuous or intermittent power should be sufficient per 24 hrs to maintain vaccine temperature below 8 deg. C.
<b>1.2</b> Ice-lined refrigerators are required. Since electricity supplies are rarely perfect and standby electricity supplies may not be available.
<b>2. Operational Requirements</b>
<b>2.1</b> Vaccine storage is required for RI, Campaign and new vaccine introduction.
<b>2.2</b> Designed for tropical climates.
<b>2.3</b> Target holdover time should be 20 hrs or more in a continuous external temperature of 43 deg. C.
<b>2.5</b> Manufacturing process of the product should not use or produce hazardous chemicals- gases.
<b>2.6</b> Provision for drainage for the waste water.
<b>2.7</b> Should have legs in the base with rotating screw type height adjustments to balance the weight on uneven floor.
<b>2.8</b> The unit should have ground clearance of minimum 100 mm.
<b>3. Technical Specifications</b>
<b>3.1</b> Net Vaccine Storage Capacity: 90 to 105 liters within basket in place.
<b>3.2 Construction:</b>
<b>3.2.1</b> Internal: Stainless 304 grade steel and 20 guage.
<b>3.2.2</b> An additional special ice lining consisting of icepacks covered by strong plastic shell.
<b>3.3</b> External: Corrosion Resistance (CR at least 1 mm thickness)
<b>3.4</b> Chest type with CFC – free insulation
<b>3.5</b> Should have horizontal water cool pack covering the top of the basket.
<b>3.6</b> Solid door with lock and handle.
<b>3.7 Type:</b> Compression Cycled, CFC-Free (both for refrigeration and insulation) All system tubing (suction tube, freezer tube and condensing tube) should be of minimum 99.97% of pure copper coil.

<b>3.9</b>	Inlet of Capillary should be outside the PUF body.
<b>3.10</b>	ON/OFF Switch and power indicator should be available.
<b>3.11</b>	A Microprocessor based control unit should be provided for setting of temperature and display following features.
<b>3.11.2</b>	Power on LED/LCD indicator
<b>3.11.3</b>	Audio (minimum 65 dBA) and visual alarm against the violation of temperature range (less than +2 and more than +8 degree C).
<b>3.11.4</b>	Min. & Max. cabinet temperature digital display of last 24 hrs. and breaches during last 24 hrs.
<b>3.11.5</b>	The unit should be sealed protected from dust, moisture or condensed water falling over it.
<b>3.11.6</b>	Accuracy for digital controller +/- 0.5 degree centigrade.
<b>4 System Configuration</b>	
<b>4.2</b>	Should have provision to set minimum and maximum temperature at 0.1 degree Centigrade to programme the unit for continuous operation.
<b>4.3</b>	Should have provision for defrosting program.
<b>5. Accessories, spares and warrantee:</b>	
<b>5.2</b>	Vaccine Storage Basket allowing free circulation of air, having the size to be able to accommodate 4 to 6 of them in the unit and suitable to match the net volume requirement. It should be minimum 5 wire basket.
<b>5.3</b>	Stem Alcohol thermometer
<b>5.4</b>	The supplier is required to maintain all the spare parts.
<b>6. Environmental factors</b>	
<b>6.1</b>	The unit shall be capable of being stored continuously in ambient temperature of 0 to 50deg C and relative humidity of 95%.
<b>6.2</b>	The unit shall be capable of operating continuously in ambient temperature of 5 to 45 deg C and relative humidity of 90%.
<b>6.3</b>	The plug should be flexible and unbreakable sealed rubber type.
<b>7 Power Supply</b>	
<b>7.1</b>	Power input to be 220-240VAC, 50Hz as appropriate fitted with Indian plug.
<b>7.2</b>	Suitable Voltage stabilizer
<b>8. Standards and Safety</b>	
<b>8.1</b>	Product should be US FDA or European CE approved.
<b>8.2</b>	Should meet WHO/UNICEF Standard WHO/PQS/E03/RF03.1.for Ice Lined Refrigerators.
<b>8.3</b>	Test and inspection as per WHO procedure reference WHO/PQS/E03/RF03-VP.1 Testing should be carried out from WHO certified lab/NABL/STQC Labs.
<b>8.4</b>	Colour code: WHITE
<b>8.5 Demonstration after installation</b>	

### Schedule No. 37

Sl. No	<u>INCUBATOR</u>
<b>1</b>	<b>Description of Function</b>
<b>1.1</b>	Incubator is a closed chamber which heats/chill a sample at a preset temperature for long term for applications like culture growth etc.
<b>2</b>	<b>Operational Requirements</b>
<b>2.1</b>	Microprocessor/Microcontroller/Microcomputer controlled system.
<b>3</b>	<b>Technical Specifications</b>
<b>3.1</b>	<b>Capacity: 100-150L</b>
<b>3.2</b>	Interior chamber: Stainless steel for easy cleaning and decontamination
<b>3.3</b>	Timer: 1 min. to 100 hours and hold position
<b>3.4</b>	Minimum turbulence and no cross contamination
<b>3.5</b>	Adjustable safety thermostat for temp setting at 1 deg C increment
<b>3.6</b>	Temp Accuracy +/-1% of required temp, with inbuilt Temperature Sensor
<b>3.7</b>	Internal glass door for the observation
<b>3.8</b>	With minimum two adjustable shelves
<b>3.9</b>	Audiovisual Alarm to Indicate when temperature deviates more than 1°C from set point, and when program or time has finished. Alarm may be muted.
<b>3.1</b>	<b>Peltier or alternative</b> heating system with continuous air circulation and Heating by

	natural/forced convection for homogenous temperature distribution
3.11	Temperature range: +5° C to 80°C
3.12	There should be a Membrane Keypad with LCD/LED to set and display operating parameters, current status, running time and alarm conditions for time and temperature.
3.13	Interior lighting facility, insulated door fitted with heavy hinges handle locking, mechanical door lock.
5	<b>Environmental factors</b>
5.1	Shall meet IEC-60601-1-2 :2001(Or Equivalent BIS) General Requirements of Safety for Electromagnetic Compatibility.
5.2	The unit shall be capable of being stored continuously in ambient temperature of 0 -50deg C and relative humidity of 15-90%
5.3	Thu unit shall be capable of operating in ambient temperature of 20-30 deg C and relative humidity of less than 70%
6	<b>Power Supply</b>
6.1	Power input to be 220-240VAC, 50Hz fitted with Indian plug
6.2	Suitable UPS with maintenance free batteries for minimum one-hour back-up should be supplied with the system.
7	<b>Standards and Safety.</b>
7.1	Electrical safety conforms to standards for electrical safety IEC-60601 / IS-13450
7.2	Should be compliant to ISO 13485: Quality systems - Medical devices - Particular requirements for the application of ISO 9001 applicable to manufacturers and service providers that perform their own design activity
7.3	Should be FDA or CE or BIS approved product

### Schedule No. 38

Sl. No	<b><u>Inverted microscope with PC</u></b>
<b>A</b>	<b>Microscope Body:</b>
	Microscope body with Infinity optical corrected optical system, Extendable optical free space up to 80 mm for attaching other attachment in future, facility for 2 way (100:0, 20/80 left port) or more light distribution of light, up/down focusing, side port for attaching digital camera upgradable to one additional port for another camera, binocular tube with built-in to one additional port for another camera, binocular tube with built-in Bertrand lens & dark slide shutter along with diopre adjustment facility.
<b>B</b>	<b>Condenser:</b>
	Universal turret condenser (suitable for all microscopy techniques) with 5 positions
<b>C</b>	<b>Illumination:</b>
	12V 100W Pre-centred Halogen Illumination.
<b>D</b>	<b>Eyepiece:</b>
	10X with F.O.V 22 or better and diopre adjustment facility on both eyes, anti fungus type,
<b>E</b>	<b>Nosepiece:</b>
	Sextuple revolving nosepiece to accommodate six objectives at a time.
<b>F</b>	<b>Stage:</b>
	Rectangular mechanical stage
<b>G</b>	<b>Objectives:</b>
	High performance Objectives suitable for Bright field/Phase Contrast/fluorescence/ DIC Observation with facility of cover glass correction.
	4X (N.A.0.10, W.D.30m), 10X (N.A0.25, W.D.6.2mm), 20X (N.A.O.45, W.D.8.2-6.9mm), 40X (N.A.0.6, W.D.3.6-2.8mm)
<b>H</b>	<b>Fluorescent attachment:</b>
	With six position turret filter block, Noise Terminator mechanism incorporated for high signal ratio images with Pre centered Mercury Fiber Illuminator of 120/130W, lamp should have life time of 2000 hrs or more.
	Bandpass Fluorescent filters for FITC/GFP, TRITC/Rhoda mine, DAPI/Hoechst applications so that no cross talk is available.
<b>I</b>	<b>Digital Camera:</b>
	Digital Colour Camera capable of Handling Very Low Light, Fluorescence, Darkfield or

	DicImages with 2/3' High Density CCD Chip, Approx. 12.7 Million pixel resolution (2200 TV Lines), 15 f/p/s with full screen Size, Cooling 10°C below Ambient, 12-Bit Digitization, Exposure Time 1/16,000 to 60 sec., Dynamic Range 2000:1, USB port for attaching camera onto Desktop/Laptop through single wire.
<b>J</b>	<b>Software should be with following features:</b>
	<b>Acquisition and device control through four –dimensional acquisition, Image Acquisition, Time Lapse imaging, Multi-channel Fluorescence, Annotation, 2D/3D View, Filter, Morphology, Large Image, Macro, Segmentation, Report Generator facility, Data Base and Multi-Dimensional File Format (ND Format), Microscope Camera and Software should be from one source.</b>
	Data collection and processing unit: Branded, 4 GB RAM, DVD writer, 500 GB or higher HDD, 17" TFT Monitor, along with Colour Inkjet Printer
<b>K</b>	<b>Consumables:</b>
	Mercury Lamp 1 No. and Halogen Lamp 6 Nos.
	All the products have to be from same manufacturer for better compatibility.
<b>L</b>	Should be FDA or CE or BIS approved product

### Schedule No. 39

Sl. No	<u>Laminar Airflow Chamber</u>
<b>1</b>	<b>Description of Function</b>
<b>1.1</b>	Laminar Airflow is required to make available an environment whose air supply is free of bacteria, fungi, pollen, and practically all air-borne dirt.
<b>2</b>	<b>Operational Requirements</b>
<b>2.1</b>	The basic equipment shall consist of a HEPA filter, pre filter, suitable blower assembly, necessary lighting, indicators and controls for the cabinet. The equipment should be mounted on a stand with levelling feet.
<b>3</b>	<b>Technical Specifications</b>
<b>3.1</b>	<b>Type of Flow: Vertical or Horizontal</b>
<b>3.2</b>	HEPA FILTER: Face dimensions: 4ft (L) X 2ft (W) X 6 ft
	The HEPA filter should have rated efficiency of 99.97% (or better) at 0.3 microns to provide product protection of Class 100 or exceeding Class 100 requirements of Federal Standards 209E or equivalent ISO within the work. Area
<b>3.3</b>	PRE Filter with Synthetic, non-woven polyester fibers having casing of enamel painted CRCA frame with Retention of 10 - 15 Micron and 90 % Efficiency. Washable with an arresstance of 90% or better
<b>3.4</b>	Material of construction: Main body and rear panel: Electro-galvanized steel or Mild Steel, oven baked epoxy powder coated finish. Side window (panels): UV stabilized transparent Perspex or polycarbonate or <b>dual metal side walls with negatively pressurised interstitial space</b> . Work table (surface): SS304 or SS316.
<b>3.5</b>	Working area should be 24 cu ft.
<b>3.6</b>	Blower Assembly: DIDW type blower or <b>dual brushless DC (BLDC) blower system</b> with high RPM motor, enclosed in a powder coated MS casing suitably suspended in a pair springs & connected to the filter chamber through flexible canvas duct or metal blower plenum.
<b>3.7</b>	3.7 Front Windows Acrylic, fixed by clamps.
<b>3.8</b>	3.8 Illumination with Fluorescent tubes with diffusers. Light Intensity at Work Surface: 800-1000 lux/75-90 foot candles
<b>3.9</b>	Laminar Airflow Velocity: Approx. 90 feet per minute (fpm) +/-10% average velocity measured 50 mm from the filter face. Uniformity +/-20% of average or better.
<b>3.1</b>	Additional Requirement: Vibration free Gas burner facility on working bench .Air pressure indicator with manometer (Differential Pressure Gauge with Scale display in cms of water).Drain valve with smooth drainage arrangement. Exhaust ducting as per site requirement
<b>3.11</b>	Noise level
<b>3.12</b>	UV Germicidal lamp intensity >40 microwatt/sq. cm. over the entire work surface
<b>3.13</b>	Switched and indicators: Individual switches and indicator lamps for blower motor, florescent

	lamp and UV lamp.
<b>4</b>	<b>System Configuration Accessories, spares and consumables</b>
<b>4.1</b>	System as specified-
<b>4.2</b>	Spare HEPA Filters and PRE Filters- 2 SETS EACH
<b>4.3</b>	Other fitting required for attaching auxiliary services are
<b>1</b>	Electrical outlet socket (5 ampere rating) qty: 2 nos.
<b>2</b>	Valves for gas service-one each for gas and vacuum.
<b>5</b>	<b>Standards</b>
<b>5.1</b>	Should be CE or FDA or BIS approved product

### Schedule No. 40

Sl. No	<u>Laminar airflow for cell culture</u>
<b>1</b>	Dimension of the system (W x D x H mm )
<b>2</b>	· Inner dimension: 1200 X 600 X 650 mm
<b>3</b>	· Outer dimension: 1320 X 905 X 1900 mm
<b>4</b>	Should have an approximate air volume capacity of 1350m <sup>3</sup> /h
<b>5</b>	Should have microprocessor controlled electronic circuitry
<b>6</b>	Should have LCD display to shown measured parameters like Stage velocity, total using time, UV/FL lamp on/off
<b>7</b>	The air purification should be done through class 100 HEPA filter, with 99.97%, 0.3 um particle removal
<b>8</b>	Should have a pre-filter of 3-30 um particle removal, and it should be recyclable
<b>9</b>	The cabinet should give class 100 purity
<b>10</b>	Should have an wind velocity of 0.35-0.50 m/sec
<b>11</b>	Should have UV lamp 40 w x 2 EA, FL lamp 40 w x 2 EA
<b>12</b>	Material of construction
<b>13</b>	Inner - Stainless steel
<b>14</b>	Outer - Powder coated steel
<b>15</b>	Door should be made of tempered safety glass sliding door <b>or glass wind screen</b>
<b>16</b>	Utility device - air cock, gas cock
<b>17</b>	Electricity Supply - 220 V, 50/60 Hz
<b>18</b>	Ensure noiseless operation and anti-vibration construction provides efficient working environment.
<b>19</b>	Filter replacement warning signal.
<b>20</b>	Should be FDA or CE or BIS approved product

### Schedule No. 41

Sl. No	<u>Laminar flow with PCR</u>
<b>1</b>	Vertical Laminar Flow Bench with stainless steel table top, UV Light, polycarbonate door, gas cock, manometer.
<b>2</b>	Vertical ultra clean air flow at 90 +/- 20 rpm.
<b>3</b>	Front with foldable polycarbonate door.
<b>4</b>	Size of working table: 3' X 2' X 2'
<b>5</b>	Perspex sheet side panels.
<b>6</b>	Efficiency of ultra clean air down to 0.3 micron is 99.97%
<b>7</b>	Conforms to air cleanliness tests as per article 5.1 of U.S. Federal standard 209-B (class 100).
<b>8</b>	Heavy duty and continuous use Blower Assembly with ¼ H.P Motor, 50Hz lph Max.

	1375 RPM to deliver air at 550 CFM (approx.).
<b>9</b>	<b>CABINET:</b>
<b>a</b>	All wood and Mild Steel heavy gauges P.C.R.C. sheet, and mild steel sections welded at the ends to ensure leak free operation, all the joints are filled with steel filled "M" seal to gap any possible leaks.
<b>b</b>	Inside painted with synthetic Enamel Paint and outside with fine automotive finish.
<b>c</b>	Provision of electrical points within the chamber.
<b>10</b>	<b>WORK TABLE:</b> Made of stainless steel.
<b>11</b>	<b>ILLUMINATION:</b> 230 V, AC, 50 Hz Fluorescent tube lights.
<b>12</b>	<b>CONTROLS:</b>
<b>a</b>	Independent switches for laminar & capacity of UV light.
<b>b</b>	Drawer with key & 5/15 Amp. Socket.
<b>13</b>	Should be FDA or CE or BIS approved product

### Schedule No. 42

Sl. No	<u>Liquid Nitrogen Drum</u>
1	The vessel should be lightweight, ideal for laboratory and medical applications. Standard dimensions & shape for ease of handling pouring and use within laboratory.
2	Should be compatible with transport/ pouring trolley, tipping stand & roller base.
3	<b>Should have a capacity of 30-35 Litres.</b>
i	<b>Static Hold Time (days): 120 (minimum)</b>
ii	Evaporation Rate: 0.2 L/day (or) approx. Neck Tube: 50 mm dia
iii	Should be supplied with dispenser.
iv	Liquid Withdrawal device should be available.
4	<b>Accessories, spares and consumables as required for running the system</b>
5	Should be CE or FDA or BIS approved product.

### Schedule No. 43

Sl. No	<u>Lyophilizer</u>
1	System should be compact, bench-top.
2	The system should have Microprocessor Controlled LCD system.
3	The Programmable controlled temperature.
4	Automatic defrosting system for ice condenser when necessary.
5	The system should have Vacuum Control / Break Valve.
6	The system should have Hot Gas defrosts and switch.
7	The refrigerant type should be CFC free.
8	The condenser capacity should be minimum 3.5 litres.
9	Stoppering should be top down pneumatic.
10	Preferably double compressor.
11	Should be CE or BIS approved product

### Schedule No. 44

Sl. No	<u>Meat cutting machine (Bakon's slicer) for thin body sections for gross anatomy sections study</u>
1	Table made of thick SS sheet with special heavy axles for easy and firm movement.
2	Machine should be supplied complete with one blade, starter, cord and plug
3	Machine should work on 220 V, single phase, 50 Hz AC Supply
4	Machine should be fitted with moving table and extension table mounted on four ball

	bearing rollers.
5	Additional accessories 1) Blades – 02 nos 2) Belt – 01 no.

### Schedule No. 45

Sl. No	<u>Microplate multimode reader</u>
<b>A</b>	<b>General</b>
1	Sample Format – Reads 6-, 12-, 24-, 48-, 96- and 384- well plate formats.
2	Detection Modes – Luminescence, Fluorescence, UV-visible Absorbance.
3	Read Type – Glow, Flash, Kinetic.
4	Shaking – Fixed or variable, linear and orbital modes.
5	Temperature Control -2oC temperature to <b>42oC</b> .
6	<b>Should have built in Touch Screen or through external PC navigation and operation if through PC than suitable PC to be supplied.</b>
7	Five years comprehensive warranty followed by CMC from 6th till 10th year.
<b>B</b>	<b>Luminescence</b>
1	PMT(PHOTOMULTIPLIER TUBE) Detector
2	Spectral Range 350 – 650nm
3	Detection Limit at least 3 x 10 <sup>-21</sup> moles of luciferase
4	Linear Dynamic Range >8 logs
<b>C</b>	<b>Injector System</b>
1	Number of injectors - More than one injector
2	Injector Dispense volume Range - Selectable between 25-200 ul in upto 5 ul increments
<b>D</b>	<b>Fluorescence</b>
1	<b>Light Source: Wavelength –matched LED/ Xenon light source</b>
2	Detector - PIN-Photodiode
3	Read Position - Top Reading
4	Wavelengths - UV Blue, Green, Red
5	Detection Limit - 0.5 fmol/200 ul or 1 ppt of fluorescein 30 pg/ well dsDNA with DNA Quantitation Dye
6	Linear Dynamic Range - at least 6 logs
7	Read Out -Relative Fluorescence units, Direct Concentration
<b>E</b>	<b>UV-Visible Absorbance</b>
1	Light Source - Xenon lamp
2	Detector - Photodiode
3	<b>Spectral Range 230 – 1000 nm</b>
4	Wavelengths for installed Filters - 260, 280, 450, 560, 600, 750 nm
5	Photometric Measuring Range - 0 – 4.0 OD
6	Linear Dynamic Range - 0 – 3.0 OD
<b>F</b>	Should be FDA or CE or BIS approved product

### Schedule No. 46

Sl. No	<u>Mortuary cooler / refrigerator with arrangement to keep 4 bodies</u>
	Specification for cold storage chambers for dead bodies
1	Corrosion free interior and exterior.
2	Audio visual alarm for high and low temperature deviations
3	Designed for long storage of cadavers
4	PUF insulation on all sides.
5	Special design ensuring best hygiene with washing & draining facility.
6	

7	<b>Tray or Trolley with durable rail/channel and hard plastic wheel system should be available in each chamber so that the cadaver can be pushed inside or pulled outside the chamber smoothly.</b>
8	Size per chamber = height- min 50cm, length- min 190 cm, breadth- min 60 cm.
9	Inner linings of Stainless steel
10	Digital temperature indication.
11	Easy to clean- few corners or bends that can accumulate fluids
12	Microprocessor based / PLC temperature control.
13	Outer body of the mortuary chamber should be constructed out of thick S.S sheets. The inner chamber made of heavy gauge stainless steel sheet of SS-304 grade. Atleast 80mm gap between the walls to be filled with high grade poly urethane insulation to ensure maximum thermal efficiency.
14	The doors connected by very sturdy chrome plate hinges and fitted with hard chrome plated lubricated latches for opening of the door.
15	The doors made of galvanized steel sheets, lined with stainless steel for extra protection and long life.
16	All the doors fitted with high quality neoprene rubber gaskets for airtight fittings with very sturdy casters.
17	<b>CFC free compressors, conforming to latest international standards and guidelines.</b>
18	Vapor proof lamp inside.
19	Temperature range -2 to 4 deg C with temp failure alarms.
20	Suitable Voltage automatic stabilizer O/P 230 +/-10% I/P 150 – 280Volts.
21	To be installed at each site as per the site conditions.
22	Power- 220/240V, 50Hz, appropriate plug and wiring system for Indian conditions

### **Schedule No. 47**

Sl. No	<b>Nano spectro bio photometer</b>
<b>1</b>	<b>Description of Function:</b>
	The Nano drop spectrophotometer should be able to analyze the sample as small as 0.5ul and cuvette capability in a single instrument.
<b>2</b>	<b>Operational Requirements:</b>
	<b>System should combine micro-volume and cuvette capability in a single instrument.</b>
<b>3</b>	<b>Technical Specifications:</b>
<b>a</b>	<b>Specifications for Nano drop</b>
<b>i</b>	Instrument type – spectrophotometer to analyze the sample as small as 0.5 ul along with cuvette facility in single instrument
<b>ii</b>	Minimum Sample Size- 0.5 microliter
<b>iii</b>	Path length- 1 mm (auto-ranging to 0.05mm)
<b>iv</b>	Light Source- Xenon flash lamp
<b>v</b>	Detector Type- 2048-element linear silicon CCD array.
<b>vi</b>	Wavelength Range- 190-840 nm
<b>vii</b>	Wavelength Accuracy- 1 nm
<b>viii</b>	Spectral resolution- $\leq 1.8$ nm
<b>ix</b>	Absorbance Precision- 0.002 (1 mm path)
<b>x</b>	Absorbance Accuracy- 2% (at 0.76 at 257nm)
<b>xi</b>	Absorbance Range – 0.02-300 (10 mm equivalent)
<b>xii</b>	Detection Limit – 2ng/microliter (dsDNA)
<b>xiii</b>	Max. Concentration- 15,000 ng/micro litre (ds DNA)
<b>xiv</b>	Measurement Time – <5 seconds
<b>xv</b>	<b>Sample material of Construction –stainless steel and quartz fibre.</b>
<b>xvi</b>	Operating voltage – 12 V DC.
<b>xvii</b>	Software compatibility – window ®XP and Vista ™ (32 bit)
<b>xviii</b>	Software – as mentioned in specifications branded PC with latest configuration along



	with UPS with 1 hour back up with printer to be compatible for smooth functioning of machine along with MS Excel and suitable spread sheet program for manipulating data.
<b>b</b>	<b>Specifications for Nano drop cuvette:</b>
<b>i</b>	Beam Height – 8.5 mm
<b>ii</b>	Heating – $37 \pm 0.5^\circ \text{C}$
<b>iii</b>	Stirrer: 150 – 850 rpm
<b>iv</b>	Path Length: 10,5,2,1 mm
<b>v</b>	Absorbance range: 0.002 – 1.5A
<b>vi</b>	Detection limit: 0.4 ng/ul
<b>vii</b>	Maximum concentration: 750 ng/micro litre (dsDNA)
<b>viii</b>	Measurement Time: <3 seconds
<b>ix</b>	Variable size of cuvette: 50ul – 3ml one set of both glass and quartz cuvettes.
<b>1</b>	System configuration accessories, spares and consumables:
<b>i</b>	Auto pipettes 2 in number 5 -10 micro litres along with a packet of tips.
<b>ii</b>	A pair of extra cuvette (50ul of quartz)
<b>2</b>	Environmental factors:
<b>i</b>	The unit shall be capable of being stored continuously in ambient temperature of 0-50 Deg C and relative humidity of 15 – 90 %.
<b>ii</b>	The unit shall be capable of operating in ambient temperature of 20-30 Deg C and relative humidity of less than 70%.
<b>3</b>	<b>Power Supply:</b>
<b>i</b>	Power input to be 220 -240 V AC, 50Hz
<b>ii</b>	Suitable UPS with maintenance free batteries for minimum one hour back up should be supplied with the system.
<b>4</b>	<b>Standards, safety and training:</b>
	Manufacturer/ supplier should have ISO & FDA or CE certification for quality standards.
<b>5</b>	<b>Documentation:</b>
<b>i</b>	User/ technical/ maintenance manuals to be supplied in English.
<b>ii</b>	List of important spare parts and accessories with their part number and costing.

### Schedule No. 48

Sl. No	<u>ORBITAL SHAKER</u>
<b>1</b>	<b>Should have an temperature Range: 15°C below ambient to 80°C</b>
<b>2</b>	Should have an temperature accuracy: +/- 1°C
<b>3</b>	Unit should be stackable
<b>4</b>	There should not be limitation of shaking speed in the stackable unit.
<b>5</b>	Inner chamber should be made of stainless steel.
<b>6</b>	Shaking speed: Should be between <b>50-400 rpm or more</b> with a speed accuracy of +/- 1 rpm
<b>7</b>	Timer range of shaking should be 0.1 hr to 999 hr or 0.1 min. to 999 min.
<b>8</b>	Shaking diameter should be adjustable between 10-50mm on the same platform.
<b>9</b>	<b>It should be belt driven or Triple eccentric drive or with magnetic drive based on permanent magnets</b>
<b>10</b>	Auto stop on door opening and automatic restart resumption after failure.
<b>11</b>	There should be internal lighting in the chamber to view the samples.
<b>12</b>	It should be supported by software for programming calibration for different parameters and should also record the deviation of all the parameters.
<b>13</b>	The machine should automatically switch off in case of fault.

14	Should have international quality control certification.
15	<b>Unit should be quoted with one full size Universal platform (capacity 15-25 flask of 250ml) to hold all sizes of clamps (up to 5 liters Flask).</b>
16	Accessories: At least 5 clamps each for <b>100ml or 125ml</b> , 250ml, 500ml and 1000ml flasks
17	Should be CE or BIS approved product

### Schedule No. 49

Sl. No	<b>PARAFFIN EMBEDDING SYSTEM</b>
<b>A</b>	<b>Technical Specifications</b>
1	Should have single module design.
2	Electronically controlled for dependability and performance.
3	The heating function should be controlled by accurate digital thermostat
4	Low and flat work-surface to facilitate operator efficiency.
5	User friendly membrane switches.
6	4-liter capacity paraffin reservoir which minimizes refilling frequency.
7	Forceps warmer and illuminated paraffin dispenser.
8	Warming oven with removable shelf and double hinged lid for convenient access to preheated base mould.
9	Wax bath complete with drainage shelf, debris screen, and hinged lid.
10	Heated work area which provides a flat working surface with the excess paraffin draining under the surface into the wax bath; complete with a hand and foot switch for activating the dispensing head.
11	Bright illuminations for convenient working.
12	The cold plate should have 170 sq. in. (1100cm <sup>2</sup> ) of efficient refrigerated cooled working surface with removable stainless steel drainage tray beneath.
13	Tactile membrane touch-pad for easy temperature setting and monitoring.
14	Height of Work Surface: Work stage 2.75"(7cm) above countertop
15	Wax Reservoir Dimension (approx): .75"(L) x 4.75"(W) x 4"(D) (19.5 x 12 x 9.5cm)
16	Wax Bath Dimension (Approx): 10.25"(L) x 8.5"(W) x 1.75"(D) (26 x 21.5 x 4cm)
17	Warming Oven Dimension (approx): 6.5"(L) x 7.5"(W) x min 2.5" max 6" (14 - 16.5cm)
18	Cold Plate Dimension (Approx): 11.75"(L) x 14.5"(W) (29.5 x 36.6cm)
	<b>Temp Ranges:</b>
19	Wax Reservoirs: 40° - 70°C +/-2°C
20	Work Surface: 40° - 70°C +/-5°C
21	Wax Bath: 40° - 70°C +/-2°C
22	Cold Plate working surface: ambient to -5°C
<b>B</b>	<b>Accessories, spares and consumables</b>
1	Spare Bulb - 3
2	Thermostats - 1
3	Power input to be 220-240VAC, 50Hz
<b>C</b>	<b>Standards, Safety and Training</b>
1	CE or BIS approved product.

### Schedule No. 50

<b>Physiograph – three channel</b>
Console with time & Event channel and stimulator for human experiments
<b>Couplers</b>
Strain gauge - 1 No.
Isotonic - 1 No.
Pulse respiration - 1 No.
Temperature - 1 No.

EKG (Clinical) with electrode.1 No. ,5 pin junction and belly
Biopotential (with electrodes, 1 No.s, 3 pin junction box, pastes and electrodes for action potential)
<b>Transducers:</b>
Pressure – 1 No.s
Volume – 1 No.s
Muscle activity /Force – 1 No.s
Respiration belt – 1 No.s
Isotonic Fine movement – 1 No.s
Pulse – 1 No.s
Respiration (Thermister type) – 1 No.s
Temperature – 1 No.s
Accessories: Following accessories are supplied along with each console:
Chart paper Z folds 250 folds 10 no.s
Fuses 10 no.s
Instruction manual
Earthing codes 01. No.s
Extra pen with Cradles 01 no.s
Ink ½ Ltr
Machine cover 01 no.s
The product should be CE or FDA or BIS Certified

### Schedule No. 51

<b>Polygraph four channel</b>	
Sl. No	Technical Specification
1	Should be able to Record and analyze
2	GSR, temperature, pulse, respiration, airflow, blood pressure, Heart Rate Variability [HRV]
3	<b>ECG recording with all leads, Phono cardiogram to record heart sounds and correlate the sound with the electrical events of the cardiac cycle and vector analysis.</b>
4	<b>Continuous Beat to Beat Blood Pressure monitor for tilt table test. Tilt table should be supplied with motorized tilt (0 to 90 °)</b>
5	EMG data to investigate the properties of skeletal muscle, Record and display raw and integrated EMG signals, Measure strength and repeat trials for motor unit recruitment, summation and fatigue
6	Dynamometer to study handgrip strength profile
7	EEG under variety of conditions to explore relaxation and brain rhythms, Software to filter and display each rhythm separately - Delta, Theta, Alpha & Beta; EOG (ocular signal) to study eye movements saccades, tracking, angular displacement or ocular fixations.
8	<b>Specifications</b>
9	<b>Number of channels: 4 or more</b>
10	<b>Transducers and Couplers , Blood Pressure, Volume fore-Arm Plethymography, Nasal temperature probe instead of Pressure, Plethymography, Internal temperature probe as this provide the exact requirement of the scientist.</b>
11	Computer: Intel® Core™ i5-760 processor (2.80GHz, 1333MHz FSB, 8MB Cache) Genuine Windows® 7 professional , 64bit (English); 21.5 " Full HD Widescreen Flat Panel Monitor ; 6GB DDR3 SDRAM ,500GB SATA Hard Drive ; Single Drive: Blu-ray Disc Combo (DVD+/-RW + BD-ROM) . Facility for internet connectivity, with facility of up gradation; color laser printer
12	UPS with 20 minutes back up for whole system required.
13	System should be backed by software capable of rapid analysis of the acquired data and presenting it in various formats while reporting
14	Software: File compatibility with other applications like MS word, MS excel; Data storage on CD, Data analysis
15	Standard accessories, a set of essential spares for trouble free operation for minimum 5 Years
16	The equipment should be under WARRANTY for a period of minimum THREE YEARS after successful commissioning.

17	<b>Added Para: The Analysis software for ECG, HRV, Blood pressure, Cardiac output, Valsalvamanuer, Deep breathing test , Hand grip etc must be provided with the system.</b>
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**Schedule No. 52**

Sl. No	<b><u>RANDOM ACCESS MEDIUM THROUGHPUT FULLY AUTOMATED CLINICAL CHEMISTRY ANALYSER (FLOOR MODEL)</u></b>
1	SYSTEM: Floor model, Completely Open, Discreet, Multi-channel, Random Access, With automatic rerun, automatic reflex testing and capable of performing tests like Enzymes, substrates, Serum Proteins, Electrolytes, TDM assays and Immuno-turbidimetric etc.
2	THROUGH PUT: About 600 Photometric tests/Hour and about 900 Tests /Hour with ISE.
3	ASSAY MODES: End point, Rate, fixed point and ISE.
4	Analytical Methods: Colorimetry, turbidometry, latex agglutination, homogeneous EIA, ISE.
5	SAMPLE LOADING: Minimum of 80 sample positions with continuous Loading. Bar code reading
6	Facility for positive sample identification, real time test requisition downloading from host should be possible.
7	Cooled compartment for Standards and Controls.
8	SAMPLE CUPS: Primary and secondary tubes and paediatric cups
9	SAMPLE TYPES: Plasma, Urine, Serum, CSF etc..
10	STAT FACILITY: Facility for continuous loading of stat samples without interrupting the routine run for very urgent samples.
11	SAMPLE VOLUME: 2.0-30 micro litres in 1.0 micro litre increment.
12	SAMPLE PROBE: Probe liquid level sensor .Sample clot detection and crash prevention facility should be available.
13	REAGENT DISK: Refrigerated reagent disk with 40 reagent positions in case of single reagents for disposable cuvettes or Two Refrigerated reagent disks with at least 40 positions for R1 and 40 positions for R2 in case of semi disposable or permanent cuvettes.
14	ON-BOARD PARAMETERS TESTS: Minimum 40 photometric tests + 3 ISE (Na, K, Cl).
15	REACTION VOLUME: Should be from 150 ul to 300 ul
16	REAGENT PROBE: One/Two reagent Probes liquid level sensors and washing facility. Probe crash detection should be available.
17	STIRRER: 2 or more on board variable speed stirrers should be available
18	CUVETTES: may be reusable, permanent or Disposable, specify recurring cost if any
19	CUVETTE WASHING: Automatic on-board washing.
20	PHOTOMETER: Wavelength ranging from 300 - 800 nm.
21	LAMP SOURCE: Halogen / Xenon Lamp/ tungsten
22	QUALITY CONTROL: Real Time, Individual and cumulative quality control. Automatic QC Programming required.
23	Water Plant: Compatible RO/ water purification plant to be supplied of supplying min 40 litres/hr
24	SOFTWARE: Window XP or compatible.
25	DATA STORAGE: 75,000 patient samples.
26	INTER FACE: Unidirectional and Bidirectional communication possible.
27	REAGENTS: Manufacturing Company if have their own system reagents, controls and calibrators and the price list for the same should be enclosed with the price bid
28	Accessories, reagents calibrator and control: company shall provide a list of accessories reagents calibrator and control to be use for running the instrument.
29	<b>The equipment to be supplied should have FDA / CE certification</b>
30	Added Suitable On-line UPS with one hour backup.

**Schedule No. 53**

<b>Sl. No</b>	<b><u>REAL TIME PCR</u></b>
<b>1</b>	<b>Thermal Cycling in Peltier-based system with gradient block.</b>
<b>2</b>	Block Format 96-well block compatible with 96-well (0.1 ml/0.2ml) plates, at least 8-tube (0.1 ml/0.2ml) strips with optical flat caps and Individual (0.1 ml/0.2ml) tubes with optical flat caps
<b>3</b>	<b>Supported Volumes 10–50 µL</b>
<b>4</b>	Sample Ramp Rate at least 2°C/sec
<b>5</b>	Temperature Range <b>37°C - 98°C</b> , Temperature Accuracy at least +/-0.25°C and Temperature Uniformity at least +/-0.50°C
<b>6</b>	Melt Curve Resolution at least 0.1°C
<b>7</b>	Optical System: LED excitation source, four-emission filters, and photodiode for FAM, SYBR Green I, VIC, JOE, NED, TAMRA, ROX dyes, with option to select no passive reference.
<b>8</b>	<b>Data Collection in all filters for all wells</b>
<b>9</b>	LCD screen or attached computer capable of displaying and programming parameters
<b>10</b>	Should be FDA or CE or BIS approved product

### **Schedule No. 54**

<b>Sl. No</b>	<b><u>REFRIGERATED CENTRIFUGE</u></b>
<b>1</b>	High Speed Refrigerated table top centrifuge, microprocessor controlled, freely programmable, spin control comfort with LC graphic display screen (for centrifugation in angle rotors, swing-out rotors and microtiter plate rotors)
<b>2</b>	<b>Max speed: Atleast 14,000 rpm</b>
<b>3</b>	<b>Temperature: -10 to +40°C, CFC free refrigeration</b>
<b>4</b>	<b>Single knob operation (simple keypads)</b>
<b>5</b>	Maintenance free, noiseless, brushless induction motor drive
<b>6</b>	Pre-selection of run parameters in terms of rpm and rcf
<b>7</b>	<b>Pre-selection of from 1 min to 99min or continues</b>
<b>8</b>	<b>Acceleration and deceleration curves – 9 each</b>
<b>9</b>	<b>Atleast 9 freely programmable Accel/Deaccl. curves with graphic display</b>
<b>10</b>	<b>Storing of at least 5-10 run protocols</b>
<b>11</b>	Free programming of all parameters
<b>12</b>	Self diagnostic error messages and alarms
<b>13</b>	Magnetic rotor identification & imbalance sensor
<b>14</b>	Motorized lid lock and inter lock
<b>15</b>	Operates on 230V/50 Hz
<b>16</b>	<b>Angle rotor 10 x 10 ml</b>
<b>17</b>	<b>Angle rotor 24 x 2.2/1.5ml</b>
<b>18</b>	<b>Angle rotor 6 x 50ml. (Falcon)</b>
<b>19</b>	Adapter for 1 x 15 ml culture tubes (set of 2)
<b>20</b>	<b>Swing out rotor 4 place without bucket</b>
<b>21</b>	<b>Should be US FDA or European CE approved product</b>

### **Schedule No. 55**

<b>Sl. No</b>	<b><u>REFRIGERATED MICROCENTRIFUGE</u></b>
<b>1</b>	High Speed Micro centrifuge with LCD/LED Display Screen, Microprocessor controlled
<b>2</b>	<b>Max speed: 13,000- 14,000 rpm. Max RCF : approx 20,000- 22,000 x g</b>
<b>3</b>	Max. capacity: 30 x 2.2 ml
<b>4</b>	Temperature range: -10 to 40°C
<b>5</b>	<b>Time selection: 1 min to 59 min or hold</b>

6	CFC - free refrigeration system
7	<b>LCD/LED Display for speed, RCF, Temp. &amp; Time</b>
8	Facility for short run operation
9	Imbalance System & Selectable Acoustic Alarms
10	Soft, Fast Accelerate, Decelerate and break off mode
11	<b>Simple knob operation, or keypads operation</b>
12	Angle rotor Polypropylene 24 x 1.5 ml. or <b>Dual row rotor with same capacity/Volume</b>
13	Polysulfone lid
14	Should be FDA or CE or BIS approved product

### Schedule No. 56

Sl. No	<b>Refrigerator (300-380L)</b>
1	Capacity (as per user requirement) 300-380 Litres.
2	Temperature 2-8° C.
3	<b>Preferably roller or caster mounted</b>
4	Adjustable shelves.
5	<b>Battery backup for display and alarms.</b>
6	Durable rust free exterior.
7	<b>Durable interior.</b>
8	Control panel with temperature alarm, on/off switch and digital thermometer.
9	<b>Interior lighting, auto or manual defrosting arrangement.</b>
10	<b>Adequate circulation of air to ensure even cooling.</b>
11	<b>Door with lock.</b>
12	Control panel with temperature alarm, ON /OFF switch with power on indicator, digital thermometer, temperature display.
13	Electronic automatic temperature control,
14	Operable at 220 V, 50 Hz, single phase AC supply.
15	Compressor unit to be hermetically sealed with guarantee for at least five years.
16	Training of laboratory staff for the purchased equipment.
17	Availability of spares/ disposables for at least 10 years.
18	List of users and satisfactory report of quoted model from reputed institute preferably Government institute/ hospitals.
19	Should have all the accessories required for the functioning of the equipment.
20	CE / ISI mark or other equivalent quality certification.
21	All electrical peripherals required for smoothes functioning e.g. voltage stabilizer provided with the equipment.
22	<b>Demonstration: As per General Tender Terms &amp; Conditions.</b>

### Schedule No. 57

Sl. No	<b>Rotary Microtome with knives/ Blades</b>
	Rotary microtome complete with standard accessories e.g. disposable blade holder, specimen clamp, tool kit operating manual
1	High precision machine suitable for both delicate as well as hard tissue sectioning
2	Section thickness settings 1-60 µm with settings in 1, 2, 5 increment at different levels
3	Specimen advance 28 mm or more
4	Vertical stroke 60 mm or more
5	Provision of step trimming
6	Adjustable specimen clamp at least 50 x 45 mm with orientation in X,Y axis
7	Single disposable blade holder for accommodating both high and low profile blades

8	Lateral coarse feed
9	Integrate removable section waste tray
10	Spare low and high profile blades in dispenser pack of 50 blades: 6 packets each
11	Microtome knives – 02 nos.
12	Specimen holders – Plastic (as many as required)
13	The equipment should conform to ISO 9001 & CE/BIS.

**Schedule No. 58**

Sl. No	<b><u>SEMI AUTO ANALYZER</u></b>
1	The system should have Endpoint, kinetic, fixed time and turbidimetric mode.
2	Light source : Tungsten/ halogen or higher grade with one additional bulb.
3	Should be microprocessor controlled general purpose bi-chromatic Photo diode photometer system with at least 6 filters ranging from 340 to 630nm.
4	Temperature 37 self monitoring built-in incubation systems for temperature controlled absorbance reading.
5	Should have inbuilt printer.
6	The Minimum aspiration volume should be 250 ul.
7	Should have a measurement range from 0.001 to 2.300Abs
8	Should provide quartz, glass and plastic cuvettes.
9	Should have facility for reading results on LCD display.
10	Should have quality control – two control/test QC survey of at least 30 points, Levy Jenny plot.
11	Should have a filter half bandwidth of 10nm or lesser.
12	Should have a test programme memory of 50 or more.
13	Aspiration should be based on Bellow/Peristaltic Pump/ Vacuum pump.
14	Should have inbuilt incubator for at least 5 test tubes.
15	Should be supplied with on line pure sine wave UPS of sufficient capacity for a minimum back of 30 minutes.
16	Should be provided with calibration certificate issued by the manufacturer at the time of installation and calibration certificate should be issued for the machine by the supplier during preventive maintenance visit in the warranty/AMC period if demanded by the end user.
17	The system should have memory at <b>least 500 patient tests</b>
18	System should have online graphic display of reaction second to second.
19	System should have previous blank and standard memory facility.
20	Should be supplied with total 2 variable pipettes with measurement of 10-100µl and 100 - 1000µl.
21	Should provide 200 ml of reagents for ALT,AST,ALP Estimation.
22	The system should be US FDA or European CE approved.

**Schedule No. 59**

<b><u>Single channel physiological recorder</u></b>
Should be able to record simple muscle and nerve responses to nerve stimulations
It should be made of light metal for compactness and lightness.
Student Physiograph should be single channel console with 9 speed (.5, 1, 2, 5, 10, 20, 25,30 & 50 mm/sec) chart drive, time & event markers and appropriate transducers and stimulator
Couplers: Strain Gauge and isotonic
Transducers: Pressure, volume, muscle activity/ force, Isotonic fine movement
<b>Accessories, spares and consumables</b>
Earth Lead
Ink bottle
EP to EP lead
Perpex pen

Steel wire
Motor Belt
Chart paper Z- fold
Fuse
Cover
Power Supply
Power input to be 220-240VAC, 50Hz

### Schedule No. 60

Sl. No	<b><u>HUMAN SKELETON ARTICULATED (REAL BONES)</u></b>
<b>1</b>	<b>Description of Function</b>
<b>1.1</b>	Mounted skeleton, one with the various parts connected in such a way as to demonstrate normal relationships and allow motion between components as in the living body.
<b>2</b>	<b>Technical Specifications</b>
<b>2.1</b>	The articulated skeleton should be ideal for teaching the basics of human anatomy.
<b>i</b>	Adult Male & Female - 10 set each (Age 20 - 60 yrs)
<b>ii</b>	Old age Male & Female - 1 set each(MORE THAN 60 YRS)
<b>iii</b>	Adolescent Male & Female - 1 set each(10 -15 YRS)
<b>iv</b>	Child Male & Female - 1 set each (5-10 YRS)
<b>v</b>	Paediatric Male & Female - 1 set each (0-2 YRS)
<b>2.2</b>	It should be real skeleton of a life size human skeleton and should show all skeleton part in high details.
<b>2.3</b>	All of the joints, sutures, fissure, foramina and processes should be portrayed with at most accuracy/intact.
<b>2.4</b>	Should be supplied with caster roller stand per skeleton.
<b>2.5</b>	It should be neat and clean.
<b>2.6</b>	Should submit license for sale of human bones.

### Schedule No. 61

Sl. No	<b><u>SLEDGE AND FREEZING MICROTOME</u></b>
<b>1</b>	<b>Description of Function</b>
<b>1.1</b>	A sledge microtome where the sample is placed into a fixed holder (shuttle), which then moves backwards and forwards across a knife. Freezing microtome is used for cutting thin to semi-thin sections of fresh frozen tissue
<b>1</b>	Radial Cutting facility
<b>a)</b>	Knife: 3 1/4" (8cm)
<b>b)</b>	Section Thickness: 5 microns and up Calibrated 5-40 microns
<b>2</b>	Sledge Cutting
<b>a)</b>	Knife: 6 2/3" (17cm)
<b>b)</b>	Section Thickness: 0.4 microns and up Calibrated -12 microns
	Freezer for Microtome
<b>a)</b>	Temperature Range: -40°C to +100°C
<b>b)</b>	Resolution: 1/2 amp (curr. readout) 0.1°C, digital display
<b>c)</b>	Heat Removal: 1/2 liter/min. Tap water or circulating pump & tank unit
<b>d)</b>	<b>Accessories:</b> Thermocouple microprobe
	Automatic protection against overheating in case of water supply failure
	Controller can be used as an independent digital thermometer and needle microprobe should be provided for this purpose.



2	<b>Power Supply</b>
	Power input to be 220-240VAC, 50Hz
3	<b>Standards, Safety and Training</b>
	CE/ BIS approved product.

### **Schedule No. 62**

Sl. No	<b>UV VISIBLE DOUBLE BEAM SPECTROPHOTOMETER</b>
1	Optical system- diffraction gratings
2	Wavelength range 190-1100 nm.
3	Wavelength accuracy +/-0.3nm.
4	Absorbance range 0-3 Abs
5	Band pass < 2 nm
6	<b>Light source tungsten and halogen / deuterium/ Xenon lamp</b>
7	Photometric modes Absorbance, % transmittance and Concentration
8	Detector – silicon photodiode
9	Quartz cuvettes 1.0 ml (two pairs )
10	2.0 ml (two Pairs)
11	3 ml (two pairs) &
12	micro cuvettes
13	Glass cuvettes 1 ml ( 2 pairs)
14	2ml (2 Pairs)
15	3ml (2 Pairs) &
16	micro cuvettes
17	Computer with colour monitor with laser printer with mouse with key board.
18	Computer : i5 3rd generation with licensed windows operating system,4GB RAM/ above, 500 GB HD or Higher, DVD RW , 15-17" colour LCD/LED monitor
19	Printer : Colour laser printer
20	Keyboard
21	Mouse
22	Suitable voltage stabilizer UPS
23	Power supply 220-240 V+/- 10%
24	Facility for Both Kinetic and End Point assay of Sample volume of minimum 0.5 ml with temperature control.
25	Adapter for holding micro cuvettes.
26	Should be FDA or CE or BIS approved product

### **Schedule No. 63**

SI NO.	<b>Stimulator, Isolator &amp; Recorder system</b>
	<b>The system should have the four components, i.e. stimulator, isolation unit for stimulation, averager and a Digital Recorder with in-built oscilloscope with suitable in-built memory and print out facility</b>
	The system should be able to record electromyography, evoked potentials (motors, somatosensory, visual and auditory), monosynaptic reflexes from rats, mice and rabbits.
1)	The stimulator should;
a	Have single pulse and train stimulation modes
b	Provide option of current or voltage stimulation
c	Current stimulation range of 1µA-100mA and voltage stimulation range of 0.01 -50V
d	Provide stimulation frequency from 0.01 – 1000 pulses per sec
e	Provide stimulation delay of 0.01 – 100ms

f	Provide stimulation pulse duration of 0.01-100ms
g	Be able to stimulate auditory and photic stimulation unit
2)	The Isolation unit should be separate from the stimulation unit and should have
a	Input and output ports
b	Different modes(voltage and current with range in $\mu\text{V}$ -V and $\mu\text{A}$ –mA
c	Allow fine adjustment for volts /current
d	Adjustment for anodal and cathodal stimulation
3)	The average should be a separate unit and should
a	Be able to average between 1 to 9999 pulses
b	Be compatible with and have input/outputs ports for stimulator and recorder.
c	Have the option for manual calibration
d	Have reset and read out option
4)	The oscilloscope should
a	Have at least 4 channels with options for up gradation of channel numbers
b	Have option for external as well as auto triggering source
c	Have low cut filter to be varied from 0.01 Hz – 200 Hz
d	Have high cut filter to be varied from 10Hz -20KHz
e	Have AC and DC adjustment option
f	Have the option for manual calibration
g	Have time scale range $1\mu\text{s}$ – 2 sec and sensitivity range range $1\mu\text{V}$ -5V

### **Schedule No. 64**

<b>Thermal aesthesiometer - Digital</b>
Should microprocessor controlled
Should have computer connectivity for data logging.
Should work on the temperature range of 5 Deg to 55 Deg
Should have sampling rate of 18 samples/sec
Should have a starting temperature $25^{\circ}$ to $40^{\circ}$
Temperature increment rate 0.2 deg/s to 2.5 deg/s
Temperature decrement rate 0.2 deg/s to 2.5 deg/s
Delay between the repeats should be 3 to 30 secs
Power supply – 220v 50Hz
The product should be CE or FDA or BIS Certified

### **Schedule No. 65**

<b>Sl. No</b>	<b>Top loading balance</b>
<b>1</b>	Readability 0.01 gm
<b>2</b>	Capacity upto 500 gm
<b>3</b>	Linearity +/- 0.02 gm
<b>4</b>	Repeatability 0.01gm
<b>5</b>	Operating temperature 0- $45^{\circ}\text{C}$
<b>6</b>	Pan Size ( diameter ) 100 - 110 mm
<b>7</b>	Response time 1 - 3 Seconds
<b>8</b>	Calibration External
<b>9</b>	Display Backlit LCD display
<b>10</b>	Power supply 220 – 230 V AC +/- 10% 50 Hz
<b>11</b>	Should be FDA or CE or BIS approved product

### **Schedule No. 66**

<b>Sl. No</b>	<b>Transilluminator with UV stand and UV torch</b>
1	For visualization of ethidium bromide stained nucleic acids.
2	High output UV tube with average life expectancy of 5000 hrs.
3	UV light facility with wavelength range 254-365 nm.
4	UV protective shield which can block 99.5% of UV radiation
5	Should be able to detect DNA less than 10 nanogram.
6	Filter size approximately 20 x 20 cm.
7	Can be used in routine electrical point (220-230v)x 50Hz.
8	With spare bulbs.
9	UV face shield
10	UV Torch
11	Should be FDA or CE or BIS approved product

### **Schedule No. 67**

<b>Trinocular microscope - Teaching</b>
Frame
Optical system – Infinity corrected optical system
Focus - Stage height movement by roller guide (rack & pinion), stroke with coarse adjustment limit stopper, Stage mounting position variable, high sensitivity fine focusing knob.
Illuminator - Built-in Koehler illuminator for transmitted light, 12V 100W halogen light source and built-in filters.
Revolving nosepiece Interchangeable reversed quintuple nosepiece.
Observation tube
Wide field trinocular, inclined 30°.
Stage
Spill resistant, coaxial stage with left or right hand low drive control: with rotating mechanism and torque adjustment mechanism.
Condenser
Swing out Achromatic (N A. 0.9), for 1.25X- 100X (swing-out: 1.25X-4X)
Objectives
4x, 10x, 20x, 40x, 100x
40x and 100x should be spring loaded
Camera
Photo system with beam splitter.
Digital color CCD camera with suitable mount.
<b>Camera specification – 2/3" CCD 5 MP or better, 12bit, USB interface.</b>
Image management software with High Resolution TFT Monitor & Computer
Computer specification –Intel I5 3rd generation processor ,8GB RAM ,500GB hard disk, licensed operating system and HD LED display screen.
Facility to interface with HD LCD projector.
The product should be CE or FDA or BIS Certified

### **Schedule No. 68**

<b>Sl. No</b>	<b>ULTRA CENTRIFUGE</b>
1	Maximum Speed: 100,000 rpm or more.
2	Speed control Accuracy: $\pm 10$ rpm.
3	Maximum RCF: 802,000 g (Approx.)
4	Maximum Capacity: 1.5 litre
5	Tube volume range: 1.5 ml – 250 ml
6	Set Temperature: 0 to 40°C

7	Ambient Temperature 10 to 35°C
8	Cooling system: CFC & HCFC free
9	Acceleration / Deceleration Profile: 10/10 or more
10	Programmability: 20 or more with step run facility
11	Power: 210-240 VAC, 50 Hz, 30 A.
12	Machine should have features like eye-balancing of samples, delayed start/ stop, dual display of 'Run' & 'Set' parameters, data entry through key pad & touch pad, RPM/RCF mode, Rotor Life Management etc.
13	Machine should accept rotors of other makes.
14	Fixed Angle Rotors of <b>titanium/carbon</b> with 8 places of 6.5 ml (100,000 rpm, 802,000xg) & of carbon <b>Fibre/titanium</b> with 6 places of 13.5 ml (65,000 rpm, 324,000xg) & of carbon <b>Fibre /titanium</b> with 24 places of 1.5ml (50,000 rpm, 280,000xg)
15	Vertical rotor of Titanium with 8 places of 6 ml (70,000rpm, 467,000xg)
16	Top-loading Swing bucket rotor Titanium make with 6 places of 36 ml (30,000 rpm, 167,000xg)
17	Should be FDA or CE or BIS approved product

### Schedule No. 69

Sl. No	<b>ULTRA SONICATOR</b>
1	Ultra sonicator should work on an operating frequency of 20-25 KHz
2	Should have a digital LCD display to display measured parameters
3	Maximum power output of the equipment should be 100 watts (Maximum)
4	Power supply 220 – 240V, 50 Hz
5	Dimensions of the equipment should be compact ( Approx 8”X13”)
6	<b>Probes and accessories -</b>
a	Processing volume -0.2-5 ml , 0.5-15 ml and 2-25 ml
b	Tip diameter - 1.6 mm, 3.2 mm, and 4.8 mm
c	Intensity - High
d	Amplitude (microns) -320 µm, 240 µm , and 150 µm
e	Power supply - 1 KV
f	Accessory: Cover for the equipment
7	Should be CE or BIS approved product.

### Schedule No. 70

Sl. No	<b>Vertical Deep Freezer (-20 deg C)</b>
1	<b>Description of Function</b>
1.1	Deep Freezers are required to preserve blood and blood products, vaccinations etc at specified temperature.
2	<b>Operational Requirements</b>
2.1	<b>Vertical Freezer, At least two doors with adjustable 3 to 4 shelves or drawers per chamber (frost free).</b>
2.2	<b>Separate Chamber racks or drawers to be pulled out for easy handling.</b>
2.3	Non-CFC refrigerant
3	<b>Technical Specifications</b>
3.1	<b>Capacity: 300L to 400 L.</b>
3.2	Digital display of set and actual temperature, with audiovisual alarm
3.3	<b>No condensation on storing material with automatic defrost.</b>
3.4	<b>Construction:</b>
	Solid rust free cabinet to prevent corrosion and lockable castor wheels.
3.5	Refrigeration System Heavy Duty refrigeration system, with low maintenance, below -20 deg C (+ 10C) with hermetically sealed refrigeration compressor and reliable refrigeration to minimize noise and vibration, air cooled with <b>special design or arrangement to prevent unintentional switch off shall be supplied.</b> It should have maximum cooling time hours at

	maximum ambient temperature of 33deg C. The equipment should be of continuous duty and frost free.
<b>3.6</b>	<b>Alarm</b>
	It should also have audio visual Electronic Alarm System (for high and low temperature, power failure, door ajar) independent of power supply.
<b>3.7</b>	<b>Insulation</b>
	High density polyurethane or equivalent Gaskets - Double seal silicon.
<b>4</b>	<b>System Configuration Accessories, spares and consumables</b>
<b>4.1</b>	As specified
<b>5</b>	<b>Environmental factors</b>
<b>5.1</b>	The unit shall be capable of being stored continuously in ambient temperature of 0 -50deg C and relative humidity of 15-90%
<b>5.2</b>	The unit shall be capable of operating continuously in ambient temperature of 10 -40deg C and relative humidity of 15-90%
<b>6</b>	<b>Power Supply</b>
<b>6.1</b>	Power input to be 220-240VAC, 50Hz.
<b>6.2</b>	Resettable over current breaker shall be fitted for protection.
<b>7</b>	<b>Standards</b>
<b>7.1</b>	Should be CE or FDA or BIS approved product

### Schedule No. 71

Sl. No	<u>Vertical deep freezer -20 deg C</u>
<b>A</b>	<b>Specifications:</b>
	Ultra Low Temperature Freezer – with operating temperature of (-20) Deg C having internal volume approximately 400 Litres, External casing should be powder coated galvanized sheet metal, non corrosive.
<b>B</b>	<b>Main Features:</b>
<b>1</b>	<b>Stainless steel or steel with 4 lockable castors</b>
<b>2</b>	Heated door sealing, lockable doors.
<b>3</b>	Five <b>Drawers or compartments</b> each with separate inner doors for better sample protection through minimum sample warming
<b>4</b>	Adjustable shelves.
<b>5</b>	Polyurethane Insulation <b>minimum of 70mm</b> for better thermal insulation and sample safety in case or power failure
<b>C</b>	<b>Refrigeration:</b>
<b>1</b>	Refrigeration – CFC and HCFC free.
<b>2</b>	<b>Cooling system with hermetic compressor</b>
<b>D</b>	<b>Control Unit:</b>
<b>1</b>	Microprocessor controlled.
<b>2</b>	Temperature deviation of maximum +/-30C
<b>3</b>	Ambient temperature: 16 to +32°C.
<b>4</b>	Actual temperature display with at least 20mm LED display for better visibility.
<b>5</b>	Key Board lockable Battery Powered.
<b>6</b>	Optical and acoustical alarm system for high and low temperature.
<b>7</b>	Voltage stabilizer.
<b>E</b>	Should be FDA or CE or BIS approved product

### Schedule No. 72

Sl. No	<u>VERTICAL GEL ELECTROPHORESIS</u>
	Twin-plate mini gel unit with tank cooling device, built-in cooling coil and quick-fit tubing, lid, 2 sets each of plain and notched glass plates, spacers, spacer aligners, dummy plate and combs

<b>A</b>	<b>TECHNICAL SPECIFICATION</b>
<b>1</b>	Unit Dimensions (W x D x H) should be approximately: 28 x 15 x 18cm
<b>2</b>	Plate Dimensions (W x H x T) should be approximately: 10 x 10 x 0.2cm
<b>3</b>	Spacer thickness should be approximately : 0.1cm
<b>4</b>	Running Conditions for Denaturing/Native PAGE Gel
<b>5</b>	Voltage : 100 - 150V
<b>6</b>	Current : 10 - 15mA
<b>B</b>	<b>Power pack</b>
	Technical specifications:
<b>1</b>	Type of Output: Constant Voltage/ Constant Current
<b>2</b>	Output Voltage (V): 0 - 500 V
<b>3</b>	Output Current (mA): 0 - 500 mA
<b>4</b>	Maximum Power (W): At least 250 W
<b>5</b>	Number of Output: atleast 4
<b>6</b>	Voltage Setting Resolution: 1V
<b>7</b>	Current Setting Resolution: 1mA
<b>8</b>	Display for Voltage: at least 3 Digit
<b>9</b>	Display for Current: at least 3 Digit
<b>10</b>	Timer: 1min to 999 min
<b>11</b>	Input Supply: 230 V AC $\pm$ 10%
<b>12</b>	Max Operating Temperature: ambient to 45°C
<b>13</b>	Should be FDA or CE or BIS approved product

### Schedule No. 73

<b>Sl. No</b>	<b>Water Bath Serological</b>
<b>1</b>	Useful for dual purpose. It is a combination of serological and routine rectangular water bath with holes and concentric rings.
<b>2</b>	Standard double wall construction. Inner chamber made out of highly polished stainless steel sheet and exterior made out of thick mild steel duly finished power coated paint.
<b>3</b>	Immersion heaters are provided for heating to attain temperature range from 5° C above ambient to 95° C $\pm$ 1 °C.
<b>4</b>	Digital temp. Indicator-cum-Controller. The equipment to work on 220v AC 50 Hz single phase.
<b>5</b>	Chamber size in mm & inches L x W x H 300 x 225 x 175 mm Approx Capacity approx 15 ltrs. Approx.
<b>6</b>	Should be CE or FDA or BIS approved product

### Schedule No. 74

<b>Sl. No</b>	<b>Water Purifications System</b>
<b>A</b>	<b>Ultra pure Water System:</b> - Water quality required for Molecular biology, Tissue culture/HPLC applications. The system should contain pre filtration unit, Type 2 RO filtration equipment, <b>Reservoir 50L</b> and Type 1 filtration equipment.
<b>B</b>	<b>Pre filter Unit:</b>
<b>1</b>	<b>A Regenerable pretreatment unit for removing hardness, iron, manganese, organics and coarse particles</b>
<b>2</b>	Motor and booster pump for feed pressure.
<b>3</b>	R O grade water system
<b>4</b>	Prefilter with anti scaling and activated carbon reverse osmosis
<b>5</b>	<b>Conductivity cell after RO membrane to check health of RO membarne..</b>
<b>6</b>	Feed water handling of conductivity up to 2000microns/cm.
<b>C</b>	<b>TYPE 2 RO Stage Water Quality:</b>

<b>1</b>	<b>Flow rate: 15-20L/hr</b>
<b>2</b>	Organic ion removal up to 99%
<b>3</b>	Resistivity: 5-15 mega ohm.cm.
<b>4</b>	TOC < 30 ppb,
<b>5</b>	Colloidal index SDI < 3
<b>6</b>	Feed water pressure bar:0 -5
<b>7</b>	Reservoir of 50 L capacity.
<b>8</b>	Electrical feed voltage 90 – 230V ± 10%
<b>9</b>	One pair of extra cartridge.
<b>10</b>	Pre installation site survey and water testing should be done by supplier for optimal installation.
<b>D</b>	<b>Ultra pure water machine producing water of the following quality:</b>
<b>1</b>	<b>Output/flow rate up to: 1.5 to 2 litre/min.</b>
<b>2</b>	Conductivity of 0.055 microns/cm
<b>3</b>	Resistivity of 18.2 mega ohm. Cm
<b>4</b>	Bacteria cfu/ml < 1
<b>5</b>	<b>Particles : &lt;1/ml</b>
<b>6</b>	TOC:< 5 ppb
<b>7</b>	Endo toxin:< 0.001EU/ml
<b>E</b>	Should be FDA or CE or BIS approved product
	Accessories: One complete set for additional filters

### Schedule No. 75

Sl. No	<b>Western Blot Apparatus with Compatible Power Pack</b>
<b>A</b>	<p><b>Gel transfer apparatus:</b> Compact system to transfer proteins efficiently in less time from polyacrylamide gels onto the nitrocellulose or PVDF membrane. Should provide with the gel transfer stacks, to place on top and bottom of the gel. Apparatus should be impervious to alcohol, alkali and acid. Should be provided with compatible power pack with leads</p>
<b>B</b>	<p><b>Gel transfer apparatus</b> Dimensions: Should not be greater than 40cm (l)x 20cm (w) x 15 cm (h) Weight: ≤ 2.5 kg Features: Suitable for transfer of mini (8x8cm) as well as medi (8x13cm) gel Operating temperature: 4-40°C</p>
<b>C</b>	<p><b>Membrane processing device for western blot:</b> The device should be fully automated and fast for processing of routine western immunodetection steps. The device should allow processing of at least two membranes in parallel with required reagent sets. The device should have digital program display.</p>
<b>D</b>	<p><b>Instrument specifications</b> <b>Input power: 220-250V</b> <b>Operating temperature: 4-40°C</b> <b>Dimensions: Not greater than 20"(w) x25"(d)x15"(h)</b> <b>Features: Digital display, LED light</b> <b>Membrane size: Suitable for mini blot (8.5x8.5cm)</b></p>
<b>E</b>	Should be FDA or CE or BIS approved product

**SECTION – VIII**  
**Quality Control Requirements**

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

Tender Reference No.

Date of opening

Time

Name and address of the Bidder:

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

**Signature and seal of the Bidder**



## SECTION – IX

### Qualification Criteria

1. The tenderer must be a manufacturer. In case the manufacturer does not quote directly, they may authorize an agent as per proforma of Manufacturer authorization form as given in the tender enquiry document to quote and enter into a contractual obligation.
- 2(a) The Manufacturer should have supplied and installed in last **Five** years from the date of Tender Opening, at least 10% of the estimated drawl (rounded off to next whole number) of the similar equipment meeting major parameters of technical specification which is functioning satisfactorily.
- 2(b) The Tenderers quoting as authorized representative of the manufacturer meeting the above criteria should have executed at least one contract in the last five years from the date of tender opening of medical equipment anywhere in India of the same manufacturer.
3. The bidders/ firms identifying as MSME and or start-up firms are exempted from fulfilling criteria at S. No. 2 (a) and 2(b) stated above. However, this does not exempt any bidder/ firm/ manufacturer from fulfilling the quality requirements.

Note: “If the bidder is a MSME, it shall declare in the bid document the UdyogAadhar Memorandum Number issued to it under the MSMED Act, 2006. If a MSME bidder do not furnish the UAM Number along with bid documents, such MSME unit will not be eligible for the benefits available under Public Procurement Policy for MSEs Order 2012.”

#### **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 bidder should submit the manufacturer’s production capacity, meeting the quantity requirement and delivery schedule requirement of this tender document.**

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 from the date of tender opening)

Tender Reference No. : \_\_\_\_\_  
 Date of opening : \_\_\_\_\_  
 Time : \_\_\_\_\_  
 Name and address of the Bidder : \_\_\_\_\_  
 Name and address of the manufacturer : \_\_\_\_\_

Order placed by (full address of Purchaser)	Order number and date	Description and quantity of ordered goods and services (Model details, if any)	Value of order (Rs.)	Date of completion of Contract		Remarks indicating reasons for delay if any	Have the goods been functioning Satisfactorily (attach end user certificates as per format annexed)**
				As per contract	Actual		
1	2	3	4	5	6	7	8

**Signature and seal of the Bidder**

**\*\* The documentary proof will be certificate(s) from the consignee(s)/end user(s) with cross-reference of order no. and date in the certificate duly self certified by the bidder authenticating the correctness of the information furnished. If at any time, information furnished is proved to be false or incorrect, the earnest money furnished will be forfeited.**

**SECTION – X**

**TENDER FORM**

Date \_\_\_\_\_

To

---

**HLL Infra Tech Services Ltd.,  
B-14A, Sector-62, Distt.  
GautamBudh Nagar, Noida – 201307, UP**

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

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

If our tender is accepted for Rate Contract, we undertake to supply the goods and perform the services as mentioned above, in accordance with the delivery schedule specified in the Supply Order placed against the Rate Contract.

We further confirm that, if supply order is placed on us against Rate Contract, 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 understand that you are not bound to accept the lowest or any tender you may receive against your above-referred tender enquiry.

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

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

---

*(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**

RFx/ Event number	Brief Description of Goods	Country of Origin	Price of goods on FOR Consignee Site but exclusive of GST (inRs.) (a)	GST (%)	GST Amount (inRs.) (b)	Unit Price at Consignee Site basis (inRs.) (c) =a+b

Unit Tender price in Rupees: \_\_\_\_\_

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

Note: The charges for Annual CMC, if applicable, after warranty shall be quoted separately as per Section – XI – Price Schedule B

**Place:** \_\_\_\_\_**Date:** \_\_\_\_\_**Name** \_\_\_\_\_**Business Address** \_\_\_\_\_**Signature of Bidder** \_\_\_\_\_**Seal of the Bidder** \_\_\_\_\_

**B) PRICE SCHEDULE FOR COMPREHENSIVE MAINTENANCE CONTRACT AFTER WARRANTY PERIOD (IF APPLICABLE)**

1	2	3				
RFx/ Event number	BRIEF DESCRIPTION OF GOODS	Comprehensive Maintenance Contract Cost for Each Unit year wise*.				
		1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>	5 <sup>th</sup>
		a	b	c	d	e

**\* After completion of Warranty period**

**NOTE:-**

1. 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 the required period (as specified in Section VI, List of Requirements) on yearly basis for complete equipment.
2. The cost of CMC may be quoted along with taxes applicable on the date of Tender Opening. The taxes to be paid extra, to be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later.
3. Cost of CMC will **NOT** be added for Ranking/Evaluation purpose.
4. The payment of CMC will be made as per clause GCC clause 21.1 (D).
5. All software updates should be provided free of cost during CMC period.
6. The supplier shall keep sufficient stock of spares required during Comprehensive Maintenance Contract period. In case the spares are required to be imported, it would be the responsibility of the supplier to import and get them custom cleared and pay all necessary duties.

Name \_\_\_\_\_

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

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

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

Signature of Bidder \_\_\_\_\_

Seal of the Bidder \_\_\_\_\_

## **SECTION – XII**

### **QUESTIONNAIRE**

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

1. The bidder should furnish specific answers to all the questions/issues mentioned in the Checklist. In case a question/issue does not apply to a bidder, the same should be answered with the remark “not applicable”
2. Wherever necessary and applicable, the bidder shall enclose certified copy as documentary proof/ evidence to substantiate the corresponding statement.
3. In case a bidder 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 “Bidder”) 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 Bidder withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the Bidder having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-
  - a) fails or refuses to furnish the performance security for the due performance of the contract.
  - or
  - b) fails or refuses to accept/execute the contract.
  - or
  - c) if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged

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

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

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

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

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

**SECTION – XIV**

**MANUFACTURER’S AUTHORISATION FORM**

---

To  
**HLL Infra Tech Services Ltd,**  
**B-14A, Sector-62, Distt. GautamBudh Nagar,**  
**Noida – 201307, UP**

Dear Sirs,

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

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

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

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

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

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

Yours faithfully,

---

[*Signature with date, name and designation*]  
for and on behalf of Messrs \_\_\_\_\_

[*Name & address of the manufacturers*]

Note:

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



**SECTION – XV**

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

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

WHEREAS \_\_\_\_\_(*Name and address of the supplier*) (Hereinafter called “the supplier”) has undertaken, in pursuance of supply order 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 upto \_\_\_\_\_(*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**

HLL Infra Tech Services Limited  
B-14A, Sector-62  
Distt. GautamBudh Nagar  
Noida – 201307, U.P.

Telefax No:-  
Email id:-  
Telephone No:-  
Rate Contract No.

To  
Name of the firm  
Address

Sub: Rate Contract for supply of .....  
Valid upto .....

Ref: (I) This office Tender Enquiry No. \_\_\_\_\_  
(ii) Your Quotation No. \_\_\_\_\_ and subsequent letters.

Dear Sir,

You are hereby informed that your above referred tender read with subsequent letters mentioned above for the stores specified in the Schedule annexed has been accepted. This Rate Contract will be governed by the General Conditions of Contract (GCC) brought in the Section IV. The Rate Contract and the Schedules annexed hereto shall be the sole repository of this Rate Contract/Transaction.

**SCHEDULES ANNEXED**

1. Schedule “A” Description of Stores, prices, Duties/Taxes
2. Schedule “B”
  1. Special Conditions of Contract Section-V
  2. List of Requirement
  3. Technical Specifications
3. Schedule “C” List of Parallel Rate Contracts

Yours faithfully

Schedule "A"

1. RATE CONTRACT NO. \_\_\_\_\_ DATED \_\_\_\_\_ FOR THE SUPPLY OF \_\_\_\_\_  
(Nomenclature of Stores)
2. ADVACNE RATE CONTRACT NO. \_\_\_\_\_
3. (a) NAME AND FULL ADDRESS OF THE FIRM \_\_\_\_\_  
Supplier's Code No. \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
FAX No. \_\_\_\_\_
3. (b) NAME AND ADDRESS OF MANUFACUTRER \_\_\_\_\_
4. VALIDITY OF RATE CONTRACT: \_\_\_\_\_
5. DESCRIPTION OF ITEM, SPECIFICATION, UNIT RATE

Store code no.	Description of Item	Specification Drawing No.	Unit	Rate per Unit
1	2	3	4	5

6. TERMS OF DELIVERY : \_\_\_\_\_
7. GST : \_\_\_\_\_
8. CMC : \_\_\_\_\_
9. DELIVERY PERIOD : \_\_\_\_\_
10. SLAB DISCOUNT, IF ANY : \_\_\_\_\_
11. PRICES : Prices are Firm and Final
12. MINIMUM QUANTITY IN SINGLE SUPPLY ORDER : \_\_\_\_\_
13. STATUS OF RC HOLDING FIRM : LSI/MSE/PSU
14. PAYMENT AUTHORITY : \_\_\_\_\_
15. INSPECTION AGENCY : \_\_\_\_\_
16. PAYMENT TERMS : \_\_\_\_\_
17. PAYTING AUTHORITY : \_\_\_\_\_
18. PERFORMANCE SECURITY : \_\_\_\_\_
19. PLACE AT WHICH THE STORES ARE TO BE TENDERED FOR INSPECTION : (FULL ADDRESS)

SCHEDULE “B”

(SPECIAL CONDITIONS APPLICABLE TO THE RATE CONTRACT)

SCHEDULE "C"

LIST OF PARALLEL RATE CONTRACT

Sr. No	Name of the Parallel R/C Holder	Parallel R/C No. and date
-----------	------------------------------------	------------------------------

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/Institute/Medical College)  
**And**

\_\_\_\_\_  
 (Name & Address of the Supplier)

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

In continuation to the above referred contract, 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 3 Years [3 x (4a+4b+4c)]
			1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	
			a	b	c	

- Total value (in figure) \_\_\_\_\_ (In words) \_\_\_\_\_
- The CMC commence from the date of expiry of all obligations under Warranty i.e. from \_\_\_\_\_ (date of expiry of Warranty) and will expire on \_\_\_\_\_ (date of expiry of CMC)
- The cost of Annual Comprehensive Maintenance Contract (CMC) which includes preventive maintenance, labour and spares, after satisfactory completion of Warranty period may be quoted for next \_\_\_ years as contained in the above referred contract on yearly basis for complete equipment and Turnkey (if any).
- There will be 95% uptime warranty during CMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CMC period by double the downtime period.
- During CMC period, the supplier shall visit at each consignee's site for preventive maintenance including testing and calibration as per the manufacturer's service/ technical/ operational manual. The supplier shall visit each consignee site as recommended in the manufacturer's manual, but at least once in 6 months commencing from the date of the successful completion of warranty period for preventive maintenance of the goods.
- All software updates should be provided free of cost during CMC.
- The bank guarantee valid till \_\_\_\_\_ [(fill the date) 2 months after expiry of entire CMC period] for an amount of Rs. \_\_\_\_\_ [(fill amount) equivalent to 2.5% of the cost of the subject item 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 subject item 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 Consignee. The payment will be made in Indian Rupees.
  - j) **Paying authority:** \_\_\_\_\_ (name of the consignee i.e. authorised official)

\_\_\_\_\_  
(Signature, name and address  
of Institute 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: \_\_\_\_\_

**SUPPLY ORDER AGAINST RATE CONTRACT- FORM – C**

M/s –

Supply Order No:

Date:

Rate Contract No:

Dated:

Period of Rate Contract:

This order which is intended for the supply of the stores detailed in the schedule below in accordance with the terms and conditions of the Rate Contract mentioned above and in the manner specified herein, shall operate to create a specific contract between the contractor (with whom the contract referred to and the requisition are placed) on one part and the President of India/Governor of the state/ Head of the autonomous body on the other part.

1. Name of Indentor:

2. Name & address of A/C officer of Indenting Office:

3. Indent No. & Date:

4. Details of Stores order:

Item Sr. No	Store Description	Accounting Unit	Unit Price (Rs)	Ordered Qty.	Ordered Value
----------------	----------------------	--------------------	--------------------	--------------	------------------

5. GST:

6. Total Value (Rs):

(Words):

7. Terms of Delivery:

8. Delivery Period

9. Inspection Agency:

10. Paying Authority:

11. Mode of Dispatch:

12. Consignee Details:

Signature with  
Name & Designation

Copy to:



**SECTION – XVII**

**CONSIGNEE RECEIPT CERTIFICATE**

(To be given by consignee's authorized representative)

To,  
M/s

This is to certify that the goods as detailed below have been received duly inspected in good condition:

- 1) Contract No. & date : \_\_\_\_\_  
LC No: & date (for LC shipments) : \_\_\_\_\_
- 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, Designation & Tel. No : \_\_\_\_\_
- 9) Seal of the Consignee : \_\_\_\_\_

Copy to,

1. M/s HITES
- 2.

**SECTION – XVIII**

**FINAL ACCEPTANCE CERTIFICATE**

(To be given by the Consignee)

**No** \_\_\_\_\_

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

**To**

M/s (Name & address of supplier)

\_\_\_\_\_  
\_\_\_\_\_

**Subject:** Certificate of commissioning of subject item /plant.

This is to certify that the subject item(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. 2 in accordance with the contract/technical specifications. The same has been installed and commissioned.

- (a) Contract No \_\_\_\_\_ dated \_\_\_\_\_
- (b) Description of the subject item(s)/plants: \_\_\_\_\_
- (c) Subject item(s)/ plant(s) nos.: \_\_\_\_\_
- (d) Quantity: \_\_\_\_\_
- (e) Bill of Loading/Air Way Bill/Railway Receipt/ Goods Consignment Note no. \_\_\_\_\_ dated \_\_\_\_\_
- (f) Name of the vessel/Transporter: \_\_\_\_\_
- (g) Name of the Consignee: \_\_\_\_\_
- (h) Date of handing over the site for installation by the consignee \_\_\_\_\_
- (i) Date of commissioning and proving test: \_\_\_\_\_

**2. 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
---------	---------------------	----------	------------------------

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- The proving test has been done to our entire satisfaction and operators have been trained to operate the subject item(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:
  - o He has not adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to ‘Technical Specifications’.
  - o He has not supervised the commissioning of the subject item (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 subject item(s)/plant(s).
  - o The supplier as specified in the contract has not done training of personnel.
  - o The extent of delay for each of the activities to be performed by the supplier in terms of the contract is
  - o The amount of recovery on account of non-supply of accessories and spares is given

under Para no. 2.

- 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:**

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

**SECTION – XIX****CHECKLIST****Name of Bidder:****Name of Manufacturer:**

<b>Sl No.</b>	<b>Activity</b>	<b>Yes/ No/ NA</b>	<b>Page No. in the TE document</b>	<b>Remarks</b>
1. a.	Have you enclosed Tender Processing Fee and EMD of required amount for the quoted schedules (Rfx/event no.)?			
b.	In case EMD is furnished in the form of Bank Guarantee, has it been furnished as per Section XIII?			
c.	In case Bank Guarantee is furnished, have you kept its validity of 165 days from Techno Commercial Tender Opening date as per clause 19 of GIT?			
2. a.	Have you enclosed duly filled Tender Form as per format in Section X?			
b.	Have you enclosed Power of Attorney/Partnership Agreement in favour of the signatory attested by a Notary Public.			
3.	(a) Are you a MSE unit, registered with NSIC under Single point registration Scheme or registered with DGS&D for the quoted items? If so, have you enclosed a copy of the registration certificate? (b) Are you enlisted with DGS&D as Indian Agent under the compulsory Enlistment Scheme of Ministry of Finance, Govt. of India? If so have you enclosed a copy of the enlistment certificate?			
4. a.	Have you enclosed clause-by-clause technical compliance statement for the quoted goods vis-à-vis the Technical specifications?			
b.	In case of Technical deviations in the compliance statement, have you identified and marked the deviations?			
5. a.	Have you submitted satisfactory performance certificate from the end users in respect of all orders mentioned in the Proforma for performance statement in Sec. IX of TE document.			
b.	Have you submitted copy of the supply order(s) and installation report?			

Sl No.	Activity	Yes/ No/ NA	Page No. in the TE document	Remarks
6.	(a) Have you submitted manufacturer's authorization as per Section XIV? (b) Have you submitted a copy of the agreement between you and your Principal as per clause 14 of GIT?			
7.	(a) Have you submitted prices of goods, turnkey (if any), CMC etc. in the Price Bid as per Section XI? (b) Have you submitted with your Price Bid your Principal's /Manufacturer's Original proforma invoice indicating FOB value, CIP value, Indian Agent Commission etc? As per price schedule format.			
8.	Have you kept validity of 120 days from the Techno Commercial Tender Opening date as per the TE document?			
9.	In case of Indian Bidder, have you furnished permanent Account No (PAN) as allotted by the Income Tax Department of Government of India?			
10.	Have you intimated the name and full address of your Banker (s) along with your Account Number			
11.	(a) Have you fully accepted payment terms as per TE document? (b) Have you accepted "terms of delivery" as per TE document?			
12.	Have you quoted delivery period and lead time required for supply of stores?			
13.	Have you confirmed that the terms of delivery shall be "Delivery at Consignee Site"?			
14.	Have you accepted the warranty as per TE document?			
15.	Have you accepted all other terms and conditions of TE document?			
16.	(a) Have you furnished documents establishing your eligibility & qualification criteria as per TE documents? (b) Have you given "write up" as asked for in Qualification Criteria (Section IX) under Note 2?			
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 submitted the certificate of incorporation?			

SI No.	Activity	Yes/ No/ NA	Page No. in the TE document	Remarks
19	Whether the firm is LSI or MSE. In case of LSI whether percentage of purchase from MSE indicated?			

*N.B.*

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

**(Signature with date)**

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

**(Name, address and stamp of the tendering firm)**

## SECTION XX

### INTEGRITY PACT

HLL Infra Tech Services Ltd.

Division : \_\_\_\_\_

Tender No: \_\_\_\_\_

### PRE-CONTRACT INTEGRITY PACT

This Pre-Contract Integrity Pact (herein after called the Integrity Pact) is made on \_\_\_\_\_ day of the month of February 2012,

#### **Between**

HLL Infra Tech Services Ltd. [HITES], a wholly owned subsidiary company of M/s. HLL Lifecare Ltd. a Government of India Enterprise with registered office at HLL Bhavan, Poojappura, Thiruvananthapuram 695 012, Kerala, India. (Hereinafter called "HITES", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Party.

#### **And**

M/s \_\_\_\_\_ with office at \_\_\_\_\_ represented by Shri \_\_\_\_\_, Chief Executive Officer (hereinafter called the "BIDDER/Seller"/Contractor which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Party.

#### **Preamble**

[Both HITES and BIDDER referred above are jointly referred to as the Parties]

HITES intends to award, under laid down organizational procedures, Purchase orders / contract/s against Tender /Work Order /Purchase Order No. .... HITES desires full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

HLL Infra Tech Services Ltd.

Division : \_\_\_\_\_

Tender No: \_\_\_\_\_

1. Enable HITES to obtain the desired materials/ stores/equipment/ work/ project done at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement; and
2. Enable the BIDDER to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and HITES will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

**Clause.1. Commitments of HITES**

- 1.1 HITES undertakes that HITES and/or its Associates (i.e. employees, agents, consultants, advisors, etc.) will not demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 HITES will, during the tender process / pre-contract stage, treat all BIDDERS with equity and reason, and will provide to all BIDDERS the same information and will not provide any such information or additional information, which is confidential in any manner, to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS in relation to tendering process or during the contract execution.
- 1.3 All the officials of HITES will report to Chief Vigilance Officer of HITES (CVO), any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 1.4 HITES will exclude from the process all known prejudiced persons and persons who would be known to have a connection or nexus with the prospective bidder.





HLL Infra Tech Services Ltd.

Division : \_\_\_\_\_

Tender No: \_\_\_\_\_

- 1.5 If the BIDDER reports to HITES with full and verifiable facts any misconduct on the part of HITES's Associates (i.e. employees, agents, consultants, advisors, etc.) and the same is prima facie found to be correct by HITES, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by HITES. Further, such an Associate may be debarred from further dealings related to the contract process. In such a case, while an enquiry is being conducted by HITES the proceedings under the contract would not be stalled.

**Clause 2. Commitments of BIDDERS/ CONTRACTORS**

2. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
  - 2.1 The BIDDER will not offer, directly or indirectly (i.e. employees, agents, consultants, advisors, etc.) any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of HITES, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
  - 2.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of HITES or otherwise in procuring the contract or forbearing to do or having done any act in relation to obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavor to any person in relation to the contract or any other contract with the Government.
  - 2.3 The BIDDER will not engage in collusion, price fixing, cartelization, etc. with other counterparty(s).

HLL Infra Tech Services Ltd.

Division : \_\_\_\_\_

Tender No: \_\_\_\_\_

- 2.4 The counterparty will not pass to any third party any confidential information entrusted to it, unless duly authorized by HITES.
- 2.5 The counterparty will promote and observe ethical practices within its Organization and its affiliates.
- 2.6 BIDDER shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 2.7 The counterparty will not make any false or misleading allegations against HITES or its Associates.
- 2.8 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 2.9 The BIDDER further confirms and declares to HITES that the BIDDER is the original manufacture/integrator/authorized government sponsored export entity of the defense stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to HITES or any of its functionaries, whether officially or unofficially to award the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 2.10 The BIDDER while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of HITES or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 2.11 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.12 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

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- 2.13 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of HITES, or alternatively, if any relative of an officer of HITES has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

- 2.14 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of HITES.
- 2.15 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract, and will not enter into any undisclosed agreement or understanding with other Bidders, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.16 The BIDDER will not commit any offence under the relevant Indian Penal Code, 1860 or Prevention of Corruption Act, 1988; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the HITES as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.17 The BIDDER will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 2.18 The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign Principal(s), if any.

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**Clause.3. Previous contravention and Disqualification from tender process and exclusion from future contracts**

**3.1**

The BIDDER declares that no previous contravention occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process

**3.2**

The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

If BIDDER before award or during execution has committed a contravention through a violation of Clause 2, above or in any other form such as to put his reliability or credibility in question, HITES is entitled to disqualify the BIDDER from the tender process.

**Clause .4. Equal treatment of all Bidders / Contractors / Subcontractors**

**4.1**

The Bidder(s)/ Contractor(s) undertake(s) to demand from his Subcontractors a commitment in conformity with this Integrity Pact.

**4.2**

HITES will enter into agreements with identical conditions as this one with all Bidders and Contractors.

**4.3**

HITES will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

**Clause .5. Consequences of Violation / Breach**

5.1 Any breach of the aforesaid provision by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle HITES to take all or any one of the following action, wherever required:-

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- i. To Immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- ii. If BIDDER commits violation of Integrity Pact Policy during bidding process, he shall be liable to compensate HITES by way of liquidated damages amounting to a sum equivalent to 5% to the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.
- iii. In case of violation of the Integrity Pact after award of the contract, HITES will be entitled to terminate the contract. HITES shall also be entitled to recover from the contractor liquidated damages equivalent to 10% of the contract value or the amount equivalent to security deposit/ performance guarantee, whichever is higher.
- iv. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- v. To recover all sums already paid by HITES, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from HITES in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid amount.
- vi. To encash the advance bank guarantee and performance guarantee /warranty bond, if furnished by the BIDDER, in order to recover the payments already made by HITES, along with interest.
- vii. To cancel all or any other contract with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to HITES resulting from such cancellation/recession and HITES shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

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- viii. To debar the BIDDER from participating in future bidding processes of HITES for a minimum period of five (5) years, which may be further extended at the discretion of HITES or until Independent External Monitors is satisfied that the Counterparty will not commit any future violation.
- ix. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- x. In cases where irrevocable Letters of credit have been received in respect of any contract signed by HITES with the BIDDER, the same shall not be opened.
- xi. Forfeiture of performance guarantee in case of a decision by HITES to forfeit the same without assigning any reason for imposing sanction for violation of the pact.

5.2 HITES will be entitled to all or any of the actions mentioned in para 5.1(i) to (x) of this pact also on the commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

5.3 The decision of HITES to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent External Monitor(s) appointed for the purposes of this Pact.

**Clause.6. Fall Clause**

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems OR providing similar services at a price / charge lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found any stage that similar product/systems or sub systems was supplied by the BIDDER to any to the Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to HITES, if the contract has already been concluded.

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**Clause .7. Independent External Monitor(s)**

- 7.1 HITES has appointed Independent External Monitor(s) (hereinafter referred to as Monitor(s)) for this Pact in consultation with the Central Vigilance Commission (Name and addresses of the Monitor(s) to be given).
- 7.2 The responsibility of the Monitor(s) shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 7.3 The Monitor(s) shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 7.4 Both the parties accept that the Monitor(s) have the right to access all the documents relating to the project/ procurement, including minutes of meetings.
- 7.5 As soon as the Monitor(s) notices, or has reason to believe, a violation of this pact, he will so inform the CVO.
- 7.6 The BIDDER(S) accepts that the Monitor(s) have the right to access without restriction to all project documentation of HITES including that provided by the BIDDER. The BIDDER will also grant the Monitor(s), upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors engaged by the BIDDER. The Monitor(s) shall be under contractual obligation to treat the information and documents of the BIDDER/ Subcontractor(s) with confidentiality.
- 7.7 HITES will provide to the Monitor(s) sufficient information about all meetings among the parties related to the Project provided such meeting could have an impact on the contractual relation between the parties. The parties will offer to the Monitor(s) option to participate in such meetings.
- 7.8 The Monitor(s) will submit a written report to the CVO of HITES within 8 to 10 weeks from the date of reference or intimation to him by HITES/BIDDER and, should consent arise, submit proposals for correcting problematic situations.



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**Clause.8.Criminal charges against violating Bidder(s)/  
\_\_\_\_\_ Contractor(s)/ Subcontractor(s)**

If HITES obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if HITES has substantive suspicion in this regard, HITES will inform the same to the Chief Vigilance Officer.

**Clause.9. Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact or payment of commission, HITES or its agencies shall be entitled to examine all the documents, including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

**Clause.10. Law and Place of Jurisdiction**

Both the Parties agree that this Pact is subject to Indian Law. The place of performance and hence this Pact shall be subject to Thiruvananthapuram Jurisdiction.

**Clause.11. Other legal Actions**

The actions stipulated in the Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

**Clause.12. Validity and Duration of the Agreement**

This Pact begins when both parties have legally signed it. It expires for the Contractor/Successful bidder 12 months after the last payment under the contract or the complete execution of the contract to the satisfaction of the both HITES and the BIDDER /Seller, including warranty period, whichever is later, and for all other Bidders/unsuccessful bidders 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman and Managing Director of HITES.

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**Clause. 13. Other provisions**

- 13.1 Changes and supplements as well as termination notices need to be made in writing. Both the Parties declare that no side agreements have been made to this Integrity Pact.
- 13.1 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 13.1 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions

INWITNESS THEREOF the parties have signed and executed this pact at the place and date first above mentioned in the presents of following witnesses:

**HLL Infra Tech Services Ltd.**

**Bidder**

\_\_\_\_\_  
Director & CEO

\_\_\_\_\_  
Chief Executive

Witness

Witness

1.....

1.....

2.....

2.....

\* Provisions of these clauses would be amended /deleted in line with the policy of the HITES in regard to involvement of Indian agents of foreign suppliers.

**SECTION-XXI**

(Notice-cum-Cancellation Letter)

HLL Infra Tech Services Limited  
B-14A, Sector-62  
Distt. Gautam Budh Nagar  
Noida – 201307, U.P.

(Application where the Purchaser decided to short-close the R/C)

No.....  
To  
M/s.....  
.....

Sub:           Rate Contract for supply of .....  
                  Valid upto .....

Dear Sir,

- (a) It has been observed that there has been notable downfall in the prices after conclusion of the R/C and that the stores are now obtainable on much lower rates (if it is possible to indicate a definite price at which the stores are now obtainable, the same can be counter offered to the R/C holder for their acceptance).
- (b) The quantity of goods supplied against R/C so far have not been to the requisite standard in as much as there have been complaints from the user Departments in this regard, and
- (c) Your conduct in performance of the R/C has not been satisfactory in respect of
- (d) Any other reasons which can be indicated.

Note: Purchaser Officer has to assign any one or the other reasons as relevant.

3. In view of the above, it has been decided to short-close the subject Rate Contract after ..... (allow 15 days from the date of issue of the letter). The Rate Contract may be treated as cancelled/withdrawn after..... (date given for the withdrawal of the R/C). Any order placed by the Direct Demanding Officers after the expiry of the notice period shall not be executed by you.

Your faithfully

For and on behalf of the Purchaser

**SECTION XXII**

**REVOCATION-CUM-CANCELLATION**

(Application where R/C is revoked by the R/C Holder)

To,  
M/s HLLInfra Tech Services Limited  
B-14A, Sector-62  
Distt. GautamBudh Nagar  
Noida-201307  
U.P.

Sub:           Rate Contract for supply of .....  
              Valid upto .....

Sir,

It is not possible for us to continue to supply against the subject Rate Contract for the following reasons:-

- (a)
- (b)

In terms of Clause--- of GCC, I/We hereby revoke the Rate Contract which will take effect 15 days from the date of receipt of this communication by your office. Formal Cancellation letter may be issued at the earliest.

Yours faithfully

(M/s.....)

Note for Purchase Officer:-

The Purchase Officer is expected to issue the cancellation letter counting 15 days from the date revocation letter is received to HITES stating that:-

“In view of your letter dated .....the Rate Contract is hereby treated as short-closed/withdrawn with effect from .....

All orders placed prior to this cancellation are, however, to be executed at the earliest.

**APPENDIX – A**

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

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

To

All Central Ministries/Departments/CPSUs/All concerned

**ORDER**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

