

DOMESTIC

TENDER ENQUIRY DOCUMENT

**FOR PURCHASE OF
MEDICAL EQUIPMENT
FOR 07 NEW MEDICAL COLLEGES IN MADHYA PRADESH**

**On behalf of
GOVT. OF MADHYA PRADESH**

**DIRECTORATE OF MEDICAL EDUCATION & RESEARCH
HITES/PCD/MP/04-RT/PRECLINICAL-GT/18-19**

Through



HLL INFRA TECH SERVICES LIMITED
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SECTION I

NOTICE INVITING TENDER (NIT)

Tender Enquiry No.: HITES/PCD/MP/04-RT/PRECLINICAL-GT/18-19 dated 06.03.2019

- (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 Madhya Pradesh, Directorate of Medical Education & Research, invites sealed tenders, from eligible and qualified tenderers for supply of Medical Equipment in Pre & Para Clinical departments of 07 upcoming Medical Colleges/ Institutes in Madhya Pradesh as mentioned in this Tender Enquiry Document:

Sch. No.	Event No:	Item Name	Qty	Tender Processing Fee	EMD
1	3000003858	Items For Department of Forensic Medicine	7 sets	Rs. 5,900	Rs. 3,60,000
2	3000003859	Items for Pre & Para clinical Departments	7 sets	Rs. 5,900	Rs. 4,19,800
3	3000003860	Glasswares	7 sets	Rs. 5,900	Rs. 5,39,210
4	3000003861	Slides	7 sets	Rs. 5,900	Rs. 70,000

Note: Tender processing Fee is inclusive of GST @18% (Our GSTIN: 09AADCH4882R1ZP)
The bidder must quote for all the items in the BOQ of each Schedule, failing which the bid will be considered Non- Responsive.

- (2) Tender timeline:

Sl. No.	Description	Schedule
a.	Last date for receipt of Pre-bid queries	12.03.2019,10.00 AM
b.	Pre-bid meeting date, time	12.03.2019, 11:00 AM 6th Floor Conference Hall, DME, Satpura Bhawan, Bhopal.
d.	Closing date & time for submission of online bids	27.03.2019, 01:00 PM
c.	Closing date & time for submission of tender processing fee and EMD in physical form*	27.03.2019, 02:00 PM
e.	Time and date of opening of online bids	27.03.2019, 02:30 PM
f.	Venue for :- • Submission of tender processing fee, EMD in physical form. • Tender Opening-Tech Bid	HLL Infra Tech Services Limited, Procurement & Consultancy Services Division, B-14 A, Sector-62, Noida-201307

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

SPECIFIC Instructions for e-Tender Participation:-

- (3) The tenders are invited through the e-tender portal of HLL/HITES (<https://etender.lifecarehll.com/irj/portal>) only.
- (4) The prospective bidders have to register in the e-tender portal for participating in the tender. There is no registration fee. The instruction for registering in the portal along with video tutorial is available in the *Bidder Help Documents* provided in the e-tender portal login screen.
- (5) Bidders should have a valid Class 3 Digital Signature Certificate with signing and encryption keys.

- (6) On completion of the registration process, the bidders will be provided user ID and password within 72 hours (excepting non-working days). In order to submit the bids electronically bidders are required to have a valid Class 3 Digital Signature Certificate (**signing and encryption/ decryption certificates**).
- (7) Bidders can access the portal for viewing/ downloading the tender enquiry document& uploading tender(s) after the receipt of User ID & Password.
- (8) Bidders are requested to go through the *Bidder Help Documents* on e-tender portal before proceeding for bidding.
- (9) The bidders shall submit the required Tender Processing Fee (in form of Demand Draft or Banker's Cheque) and EMD (as per GIT clause no. 19.3) in physical form in favour of 'HLL Infra Tech Services Limited' at the scheduled time and venue. Tender processing Fee is required from all the bidders irrespective of their registration with NSIC or any other Govt. organisation
- (10) Tenderer may download the tender enquiry documents from the web site www.hllhites.com or www.lifecarehll.com or www.eprocure.gov.in/cppp or <https://etender.lifecarehll.com/irj/portal>.
- (11) The submission of tender online can only be done thru '<https://etender.lifecarehll.com/irj/portal>.
- (12) All prospective tenderers may attend the Pre Tender meeting. The venue, date and time indicated above.
- (13) Tenderers shall ensure that their bids, complete in all respects, are submitted online through HLL e-portal (as described above) ONLY. No DEVIATION is acceptable.

CEO
HLL Infra Tech Services Limited

SECTION - II
GENERAL INSTRUCTIONS TO TENDERERS (GIT)
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A. PREAMBLE

1. Definitions and Abbreviations

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

1.2. Definitions:

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

1.3 Abbreviations:

- (i) **“TE Document”** means Tender Enquiry Document
- (ii) **“NIT”** means Notice Inviting Tenders.
- (iii) **“GIT”** means General Instructions to Tenderers
- (iv) **“SIT”** means Special Instructions to Tenderers
- (v) **“GCC”** means General Conditions of Contract
- (vi) **“SCC”** means Special Conditions of Contract
- (vii) **“DGS&D”** means Directorate General of Supplies and Disposals
- (viii) **“NSIC”** means National Small Industries Corporation

- (ix) “PSU” means Public Sector Undertaking
- (x) “CPSU” means Central Public Sector Undertaking
- (xi) “LSI” means Large Scale Industry
- (xii) “SSI” means Small Scale Industry
- (xiii) “LC” means Letter of Credit
- (xiv) “DP” means Delivery Period
- (xv) “BG” means Bank Guarantee
- (xvi) “ED” means Excise Duty
- (xvii) “CD” means Custom Duty
- (xviii) “RR” means Railway Receipt
- (xix) “BL” means Bill of Lading
- (xx) “FOB” means Free on Board
- (xxi) “FCA” means Free Carrier
- (xxii) “FOR” means Free On Rail
- (xxiii) “CIF” means Cost, Insurance and Freight
- (xxiv) “CIP (Destinations)” means Carriage and Insurance Paid up to named port of destination. Additionally the Insurance (local transportation and storage) would be extended and borne by the Supplier from ware house to the consignee site for a period including 3 months beyond date of delivery.
- (xxv) “DDP” means Delivery Duty Paid named place of destination (consignee site)
- (xxvi) “INCOTERMS” means International Commercial Terms as on the date of Tender Opening
- (xxvii) “CMC” means Comprehensive maintenance Contract (labour, spare and preventive maintenance)
- (xxviii) “RT” means Re-Tender.
- (xxix) “GST” means Goods and Services Tax

2. Introduction

- 2.1 The Purchaser has issued these TE documents for purchase of goods and related services as mentioned in Section – VI – “List of Requirements”, which also indicates, *inter alia*, the required delivery schedule, terms and place of delivery.
- 2.2 This section (Section II - “General Instruction Tenderers”) provides the relevant information as well as instructions to assist the prospective bidders in preparation and submission of bids. It also includes the mode and procedure to be adopted by the purchaser for receipt and opening as well as scrutiny and evaluation of tenders and subsequent placement of contract.
- 2.3 The tenderers shall also read the Special Instructions to Tenderers (SIT) related to this purchase, as contained in Section III of these documents and follow the same accordingly. Whenever there is a conflict between the GIT and the SIT, the provisions contained in the SIT shall prevail over those in the GIT.
- 2.4 Before formulating the tender and submitting the same to the purchaser, the tenderer should read and examine all the terms, conditions, instructions, etc. contained in the TE documents. Failure to provide and/or comply with the required information, instructions etc. incorporated in these TE documents may result in rejection of its tender.

3. Availability of Funds

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

4. Language of Tender

- 4.1 The tender submitted by the tenderer and all subsequent correspondence and documents relating to the tender exchanged between the tenderer and the purchaser, shall be written in the English language, unless otherwise specified in the Tender Enquiry. However, the language of any printed literature furnished by the tenderer in connection with its tender may be written in any other language provided the same is accompanied by an English translation and, for purposes of interpretation of the tender, the English translation shall prevail.
- 4.2 The tender submitted by the tenderer and all subsequent correspondence and documents relating to the tender exchanged between the tenderer and the purchaser, may also be written in the Hindi language, provided that the same are accompanied by English translation, in which case, for purpose of interpretation of the tender etc., the English translations shall prevail.
- 5. Eligible Tenderers**
- 5.1 This invitation for tenders is open to all suppliers who fulfil the eligibility criteria specified in these documents.
- 6. Eligible Goods and Services**
- 6.1 All goods and related services to be supplied under the contract shall have their origin in India or any other country with which India has not banned trade relations. The term “origin” used in this clause means the place where the goods are mined, grown, produced, or manufactured or from where the related services are arranged and supplied. **This being domestic tender goods should be manufactured or sourced at India.**
- 7. Tendering Expense**
- 7.1 The tenderer shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its tender including preparation, mailing and submission of its tender and for subsequent processing the same. The purchaser will, in no case be responsible or liable for any such cost, expenditure etc. regardless of the conduct or outcome of the tendering process.

B. e-TENDER ENQUIRY DOCUMENTS

8. Content of Tender Enquiry Documents

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

Section II	– General Instructions to Tenderers (GIT)
Section III	– Special Instructions to Tenderers (SIT)
Section IV	– General Conditions of Contract (GCC)
Section V	– Special Conditions of Contract (SCC)
Section VI	– List of Requirements
Section VII	– Technical Specifications
Section VIII	– Deleted
Section IX	– Qualification Criteria
Section X	– Tender Form
Section XI	– Price Schedules
Section XII	– Questionnaire
Section XIII	– Bank Guarantee Form for EMD
Section XIV	– Deleted
Section XV	– Bank Guarantee Form for Performance Security/CMC Security

- Section XVI – Contract Forms A
 Section XVII – Deleted
 Section XVIII – Proforma of Final Acceptance Certificate by the consignee
 Section XIX – Consignee List

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

9. Amendments to TE documents

- 9.1 At any time prior to the deadline for submission of tenders, the purchaser may, for any reason deemed fit by it, modify the TE documents by issuing suitable amendment(s) to it.
 9.2 Such an amendment will be notified in writing by registered/speed post or by fax/telex/e-mail, to all prospective tenderers, who have received the TE documents and will be binding on them.
 9.3 In order to provide reasonable time to the prospective tenderers to take necessary action in preparing their tenders as per the amendment, the purchaser may, at its discretion extend the deadline for the submission of tenders and other allied time frames, which are linked with that deadline.

10. Clarification of TE documents

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

C. PREPARATION OF e-TENDERS

11. Documents comprising the e-Tender

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

Note:

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

A) Details of Technical Tender (Un priced Tender)

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

- i) Techno-Commercial Bid in excel format provided with the tender enquiry
- ii) Earnest money Deposit (EMD) furnished in accordance with GIT clause 19.1 alternatively, documentary evidence as per GIT clause 19.2 for claiming exemption from payment of earnest money.
- iii) Tender Form as per Section X (without indicating any prices).
- iv) Documentary evidence, as necessary in terms of clauses 5 and 17 establishing that the tenderer is eligible to submit the tender and, also, qualified to perform the contract if its tender is accepted.
- v) **Deleted.**
- vi) Power of Attorney issued by Competent Authority in favour of the person **who is digitally signing/ uploading the tender(s).**
- vii) Documents and relevant details to establish in accordance with GIT clause 18 that the goods and the allied services to be supplied by the tenderer conform to the requirement of the TE documents.
- viii) Performance Statement as per section IX along with relevant copies of orders and end users' satisfaction certificate.
- ix) Price Schedule(s) as per Section XI filled up with all the details including Make, Model etc. of the goods offered with prices blank (without indicating any prices).
- x) Certificate of Incorporation.
- xi) Self-Attested copies of VAT registration certificate and PAN Card.
- xii) Non conviction /no pending conviction certification issued by Notary on judicial stamp paper for preceding three years.
- xiii) Self-Attested copies of quality certificates i.e. US FDA /CE Certificate issued by competent authority, if applicable.
- xiv) Documentary evidence stating the status of bidder.
- xv) List of procurement agencies of repute to which the tendered product have been supplied during last 12 months.
- xvi) Self-attested copies of annual report, audited balance sheet and profit & loss account for preceding three years from the date of tender opening.
- xvii) Notarized affidavit that tenderer does not have any relation with the person authorized to evaluate technically or involve in finalizing the tender or will decide the use of tendered items.
- xviii) A self-declaration on Rs. 10/-non-judicial Stamp Paper that the rates quoted in the tender are the lowest and not quoted less than this to any Government Institution (State/Central/ other Institute in India).
- xix) **Copies of original product catalogues / data sheet must be enclosed of all quoted items.**

B) Price Bid:

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

Note:

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

(ii) It is the responsibility of bidder to go through the TE document to ensure furnishing all required documents in addition to above, if any.

(iii) The bidders have to follow the steps listed in *Bidding Manual – Attachment Mode* available in the *Bidder Help Documents* of e-tender portal login screen for uploading the Price Bid.

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

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

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

12. Tender currencies

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

12.2 Deleted

12.3 Tenders, where prices are quoted in any other way shall be treated as non -responsive and rejected.

13 Tender Prices

13.1 The Tenderer shall indicate on the Price Schedule provided under Section XI all the specified components of prices shown therein including the unit prices and total tender prices of the goods and services it proposes to supply against the requirement. All the columns shown in the price schedule should be filled up as required.

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

13.3 All the items in the tender must be quoted (separate price for each item) by the bidder as the comparison/ranking will be based on the total value (including all taxes & duties and any other charges incurred till Consignee site).

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

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

- a) The price of the goods, quoted ex-factory/ ex-showroom/ ex-warehouse/ off-the-shelf, as applicable, including all taxes and duties like, Custom Duty and/or GST already paid or payable on the components and raw material used in the manufacture or assembly of the goods quoted ex-factory etc. or on the previously imported goods of foreign origin quoted ex-showroom etc;
- b) Any taxes and duties including Custom duty and/or GST, which will be payable on the goods in India if the contract is awarded;
- c) Charges towards Packing & Forwarding, Inland Transportation, Insurance (local transportation and storage), Loading& Unloading etc. would be borne by the Supplier from ware house to the consignee site for a period including 3 months beyond date of delivery, Loading/Unloading and

other local costs incidental to delivery of the goods to their final destination as specified in the List of Requirements and Price Schedule;

- d) The price of Incidental Services, as mentioned in List of Requirements and Price Schedule;
- e) The prices of Site Modification Work (if any), as mentioned in List of Requirements, Technical Specification and Price Schedule.
- f) The price of annual CMC, as mentioned in List of Requirements, Technical Specification and Price Schedule.

13.4.2 Deleted

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

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

13.5.2 Deleted

13.5.3 Deleted

13.5.4 **Deleted**

13.5.5 Deleted

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

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

13.6 Deleted

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

13.8 Deleted

13.9 The need for indication of all such price components by the tenderers, as required in this clause (viz., GIT clause 13) is for the purpose of comparison of the tenders by the purchaser and will not restrict the purchaser's right to award the contract on the selected tenderer on any of the terms offered.

14. **Indian Agent**

14.1 Deleted.

15. **Firm Price**

15.1 Unless otherwise specified in the SIT, prices quoted by the tenderer shall remain firm and fixed during the currency of the contract and not subject to variation on any account. Bidders are requested to quote BOQ wise unit price (**uniform unit prices must be quoted for same BOQ items across India**) and total price. If a firm quotes NIL Charges/ consideration, the bid shall be treated as unresponsive and will not be considered.

16. Deleted.**17 Documents Establishing Tenderer's Eligibility and Qualifications**

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

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

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

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

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

19. Earnest Money Deposit (EMD)

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

19.2 The tenderers who are currently registered and, also, will continue to remain registered during the tender validity period with Directorate General of Supplies & Disposals or with National Small Industries Corporation, New Delhi for the specific goods as per tender enquiry specification shall be eligible for exemption from EMD. Vague stipulations in the Registration Certificate such as "to customers' specification", etc. will not be acceptable for exemption from furnishing of earnest money. In case the tenderer falls in these categories, it should furnish copy of its valid registration details (with DGS&D or NSIC, as the case may be).

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

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

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

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

19.6 Unsuccessful tenderers' earnest money will be returned to them without any interest, after expiry of the tender validity period, but not later than thirty days after conclusion of the resultant

contract. Successful tenderer's earnest money will be returned without any interest, after receipt of performance security from that tenderer.

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

19.8 Deleted

20. Tender Validity

- 20.1 If not mentioned otherwise in the SIT, the tenders shall remain valid for acceptance for a period of 120 days (One hundred and twenty days) after the date of tender opening prescribed in the TE document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.
- 20.2 In exceptional cases, the tenderers may be requested by the purchaser to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by surface mail or by fax/ telex/cable followed by surface mail. The tenderers, who agree to extend the tender validity, are to extend the same without any change or modification of their original tender and they are also to extend the validity period of the EMD accordingly. A tenderer, who may not agree to extend its tender validity after the expiry of the original validity period the EMD furnished by them shall not be forfeited.
- 20.3 In case the day up to which the tenders are to remain valid falls on/ subsequently declared a holiday or closed day for the purchaser, the tender validity shall automatically be extended up to the next working day.

21. Digital Signing of Tender

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

D. SUBMISSION OF TENDERS

22. Submission of Tenders

- 22.1 The tender shall be submitted online only.
- (i) Pre-qualification and Technical compliance along with the Techno-Commercial Bid in excel format:
- a) Scanned copies of tender processing fee and EMD
 - b) Manufacturer's authorization in case bid is submitted by an Indian agent (A declaration must be attached here in case directly quoted by a manufacturer or a document establishing the relation of the Indian office with the manufacturer in case quoted by Indian office of the manufacturer).
 - c) Tender Form as per Section X.
 - d) Compliance of all terms and conditions of TED like- warranty, CMC, delivery period, delivery terms, payment terms, Liquidated Damages Clause, Arbitration clause, etc
 - e) Declaration regarding Fall Clause and Deregistration, debarment from any Govt Dept/ Agencies
 - f) Copy of PAN.
 - g) Certificate of Incorporation/ or a Declaration in case the firm is being a proprietary firm.
 - h) Abridged Annual report of last 03 years (Balance sheet and Profit & Loss Account) completed till December 2016, in pdf format.

- i) Name, address and details of account with respect to bidder and/or beneficiary of L/C.
- j) Quality Control Requirements as per Section VIII
- k) Performance statement along with required PO copies and its corresponding end user's satisfactory performance certificate as per section IX.
- l) Technical Bid along with clause-by-clause technical compliance statement for the quoted goods vis-à-vis the Technical specifications along with product catalogue and data sheet in the tender enquiry.
- m) The bidder should submit blank Proforma invoice from the foreign manufacturer along with his technical bid, duly mentioning the specifications and code number of the parts quoted.
- n) The original proforma invoices from the foreign principal will be applicable in case of 100% subsidiary companies incorporated in India also.

(ii) PRICE BID (ONLY ONLINE)

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

23. Late Tender:

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

24. Alteration and Withdrawal of Tender

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

E. TENDER OPENING

25. Opening of Tenders

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

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

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

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

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

F. SCRUTINY AND EVALUATION OF TENDERS

26. Basic Principle

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

27. Scrutiny of Tenders

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

28. Minor Informality/Irregularity/Non-Conformity

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

29 Discrepancies in Prices

- 29.1 If, in the price structure quoted by a tenderer, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless the purchaser feels that the tenderer has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.
- 29.2 If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected; and
- 29.3 If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause 29.1 and 29.2 above.
- 29.4 If, as per the judgement of the purchaser, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the tenderer by registered / speed post. If the tenderer does not agree to the observation of the purchaser, the tender is liable to be ignored.

30. Discrepancy between original and copies of Tender

Not applicable being e-Tender.

31. Qualification Criteria

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

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

The Notification is available in the below link:

http://www.finmin.nic.in/the_ministry/dept_expenditure/ppcell/RelaxNorms_StartupMedEnterpris_e25072016.pdf

The FAQs are available in the below link:

http://dipp.nic.in/English/Investor/startupindia/FAQs_StartupIndia_30March2016.pdf

Note:- Definition of Start-up (only for the purpose of Government schemes)

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

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

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

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

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

32. Conversion of tender currencies to Indian Rupees

32.1 Deleted.

33. Schedule-wise Evaluation

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

34. Comparison of Tenders

34.1 Unless mentioned otherwise in Section – III – Special Instructions to Tenderers and Section – VI – List of Requirements, the comparison of the responsive tenders shall be carried out on Delivery Duty Paid (DDP) consignee site basis.

34.2 **Individual price for all the items in the tender must be quoted, failing which the tender is liable to be rejected. Comparison/ranking of price bids shall be based on the total tender price (sum total of all the items value) at Consignee Site basis**

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

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

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

ii) Deleted.

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

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

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

entrepreneurs out of above said 20% quantity.

- ii. In accordance with the above said notification, the participating Micro and Small Enterprises (MSEs) in a tender, quoting price within the band of L 1+15% would also be allowed to supply a portion of the requirement by bringing down their price to the L 1 price, in a situation where L 1 price is from someone other than an MSE. Such MSEs would be allowed to supply up to 20% of the total tendered value. In case there are more than one such eligible MSE, the 20% supply will be shared equally. Out of 20% of the quantity earmarked for supply from MSEs, 4% quantity is earmarked for procurement from MSEs owned by SC/ST entrepreneurs. However, in the event of failure of such MSEs to participate in the tender process or meet the tender requirements and the L 1 price, the 4% quantity earmarked for MSEs owned by SC/ST entrepreneurs will be met from other participating MSEs.
- iii. The MSEs fulfilling the prescribed eligibility criteria and participating in the tender shall enclose with their tender a copy of their valid registration certificate with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or any other body specified by Ministry of Micro and Small enterprises in support of their being an MSE, failing which their tender will be liable to be ignored.
- iv. The Purchaser reserves the right to relax the Norms on Prior Experience for Start-ups and Micro & Small Enterprises in Public Procurement.

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

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

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

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

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

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

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

36. Tenderer's capability to perform the contract

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

37. Contacting the Purchaser

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

G. AWARD OF CONTRACT

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

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

39. Award Criteria

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

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

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

41. Notification of Award

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

42. Issue of Contract

- 42.1 Promptly after notification of award, the Purchaser/Consignee will mail the contract form (as per Section XVI) duly completed and signed, in duplicate, to the successful tenderer by registered / speed post.
- 42.2 Within twenty one days from the date of the contract, the successful tenderer shall return the original copy of the contract, duly signed and dated, to the Purchaser/Consignee by registered / speed post. The successful tenderer should also submit Proforma Invoice from the foreign principal (if applicable as per contractual price) within 21 days from the date of NOA.
- 42.3 The Purchaser/Consignee reserves the right to issue the Notifications of Award consignee wise.

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

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

44. Return of EMD

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

45. Publication of Tender Result

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

46. Corrupt or Fraudulent Practices

- 46.1 It is required by all concerned namely the Consignee/Tenderers/Suppliers etc to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser: -
- (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;
 - (b) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
 - (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the purchaser if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

SECTION - III
SPECIAL INSTRUCTIONS TO TENDERERS
(SIT)

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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1. Application

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

2. Use of contract documents and information

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

3. Patent Rights

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

4. Country of Origin

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

5. Performance Security

- 5.1 Within twenty one (21) days from date of the issue of notification of award by the Purchaser/Consignee, the supplier, shall furnish performance security to the Purchaser/Consignee for an amount equal to ten percent (10%) of the total value of the contract, valid up to sixty (60) days after the date of completion of all contractual obligations by the supplier, including the warranty obligations, initially valid for a period of minimum sixteen (16) months from the date of Notification of Award
- 5.2 The Performance security shall be denominated in Indian Rupees or in the currency of the contract as detailed below:
It shall be in any one of the forms namely Account Payee Demand Draft or Fixed Deposit Receipt drawn from any Scheduled bank in India or Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in section XV of this document in favour of the Purchaser/Consignee. The validity of the Fixed Deposit receipt or Bank Guarantee will be for a period up to sixty (60) days beyond Warranty Period.

- 5.3 In the event of any failure /default of the supplier with or without any quantifiable loss to the government including furnishing of consignee wise Bank Guarantee for CMC security as per Proforma in Section XV, the amount of the performance security is liable to be forfeited. The Administration Department may do the needful to cover any failure/default of the supplier with or without any quantifiable loss to the Government.
- 5.4 In the event of any amendment issued to the contract, the supplier shall, within fifteen (15) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.
- 5.6 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.

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 of this document.

7. Packing and Marking

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

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

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

8. Inspection, Testing and Quality Control

- 8.1 The purchaser and/or its nominated representative(s) will, without any extra cost to the purchaser, inspect and/or test the ordered goods and the related services to confirm their conformity to the contract specifications and other quality control details incorporated in the contract. The purchaser shall inform the supplier in advance, in writing, the purchaser’s programme for such inspection and, also the identity of the officials to be deputed for this purpose. “The cost towards the transportation, boarding and lodging will be borne by the purchaser and/or its nominated representative(s) for the first visit. In case the goods are rejected in the first instance and the supplier requests for re-inspection, and if same is accepted by purchaser/consignee/PSA/PA, all subsequent inspections shall be at the cost of the supplier. The expense will be to and fro

Economy Airfare, Local Conveyance, Boarding and Lodging of the inspection team for the inspection period.”

- 8.2 The Technical Specification and Quality Control Requirements incorporated in the contract shall specify what inspections and tests are to be carried out and, also, where and how they are to be conducted. If such inspections and tests are conducted in the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the supplier to the purchaser’s inspector at no charge to the purchaser.
- 8.3 If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, the purchaser’s inspector may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to the purchaser and resubmit the same to the purchaser’s inspector for conducting the inspections and tests again.
- 8.4 In case the contract stipulates pre-despatch inspection of the ordered goods at supplier’s premises, the supplier shall put up the goods for such inspection to the purchaser’s inspector well ahead of the contractual delivery period, so that the purchaser’s inspector is able to complete the inspection within the contractual delivery period.
- 8.5 If the supplier tenders the goods to the purchaser’s inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the supplier. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to the purchaser under the terms & conditions of the contract.
- 8.6 The purchaser’s/consignee’s contractual right to inspect, test and, if necessary, reject the goods after the goods’ arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by purchaser’s inspector during pre-despatch inspection mentioned above.
“On rejection, the supplier shall remove such stores within 14 days of the date of intimation of such rejection from the consignee’s premises. If such goods are not removed by the supplier within the period mentioned above, the purchaser/consignee may remove the rejected stores and either return the same to the supplier at his risk and cost by such mode of transport as purchaser/consignee may decide or dispose of such goods at the suppliers risk to recover any expense incurred in connection with such disposals and also the cost of the rejected stores if already paid for.”
- 8.7 Goods accepted by the purchaser/consignee and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute purchaser’s/consignee’s right to reject the same later, if found deficient in terms of the warranty clause of the contract, as incorporated under GCC Clause 15.
- 8.8 Deleted..

9. Terms of Delivery

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

10. Transportation of Goods

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

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

11. Insurance:

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

- i) in case of supply of domestic goods on Consignee site basis, the supplier shall be responsible till the entire stores contracted for arrival in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured for an amount equal to 110% of the value of the goods from ware house to ware house (consignee site) on all risk basis. The insurance cover shall be obtained by the Supplier and should be valid till 3 months after the receipt of goods by the Consignee.
- ii) Deleted.

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

12. Spare parts

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

- a) The spare parts as selected by the Purchaser/Consignee to be purchased from the supplier, subject to the condition that such purchase of the spare parts shall not relieve the supplier of any contractual obligation including warranty obligations; and
- b) In case the production of the spare parts is discontinued:
 - i) Sufficient advance notice to the Purchaser/Consignee before such discontinuation to provide adequate time to the purchaser to purchase the required spare parts etc., and
 - ii) The supplier shall be responsible for undertaking the supply of any such spare part for the proper up keeping of equipment for a period including the warranty

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.

13. Incidental services

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

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

14. Distribution of dispatch documents for clearance/receipt of goods

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

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

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

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

- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Two copies of packing list identifying contents of each package;
- (iii) Insurance Certificate as per GCC Clause 11.

15. Warranty:

- The supplier warrants comprehensively that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by the purchaser in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials (except when the design adopted and/or the material used are as per the Purchaser's/Consignee's specifications) or workmanship or from any act or omission of the supplier, that may develop under normal use of the supplied goods under the conditions prevailing in India.
- **The warranty shall remain valid for a minimum period of 24 Months after the goods or any portion thereof as the case may be, have been accepted by the consignee at the final destination.**

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

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

15.5 In the event of any rectification of a defect or replacement of any defective goods during the warranty period, the warranty for the rectified/replaced goods shall be extended till the completion of the original warranty period of the main equipment.

15.6 If the supplier, having been notified, fails to respond to take action to repair or replace the defect(s) within 8 hours on a 24(hrs) X 7 (days) X 365 (days) basis, the purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the purchaser may have against the supplier.

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

16. Assignment

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

17. Deleted.**18. Modification of Contract**

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

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

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

19. Prices

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

20. Taxes and Duties

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

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

21. Terms and mode of payment**21.1 Payment Terms**

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

100% payment of the contract price shall be paid on receipt of goods in good condition and final acceptance upon the submission of the following documents:

- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Two copies of packing list identifying contents of each package;
- (iii) Inspection certificate issued by the nominated Inspection agency, if any.
- (iv) Final Acceptance Certificate' issued by the Consignee as per Section XVIII
- (v) Insurance Certificate as per GCC Clause 11

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

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

22. Delivery

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

the said goods and services as are delivered and performed after the date of the delivery stipulated in the contract.

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

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

22.6.1 Passing of Property:

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

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

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

23. Liquidated damages

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

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

24. Termination for default

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

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

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

25. Termination for insolvency

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

26. Force Majeure

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

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

26.3 If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser/Consignee in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the Purchaser/Consignee in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

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

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

27. Termination for convenience

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

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

- a) To get any portion of the balance completed and delivered at the contract terms, conditions and prices; and / or
- b) To cancel the remaining portion of the goods and services and compensate the supplier by paying an agreed amount for the cost incurred by the supplier towards the remaining portion of the goods and services.

28. Governing language

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

29. Notices

- 29.1 Notice, if any, relating to the contract given by one party to the other, shall be sent in writing or by cable or telex or facsimile and confirmed in writing. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.
- 29.2 The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

30. Resolution of disputes

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

31. Applicable Law

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

32. Withholding and Lien in respect of sums claimed

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

33. General/ Miscellaneous Clauses

- 33.1 Nothing contained in this Contract shall be constructed as establishing or creating between the parties, i.e. the Supplier/its Indian Agent/CMC Provider on the one side and the Purchaser on the other side, a relationship of master and servant or principal and agent.
- 33.2 Any failure on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- 33.3 The Supplier shall notify the Purchaser/Consignee /the Government of India of any material change would impact on performance of its obligations under this Contract.
- 33.4 Each member/constituent of the Supplier/its Indian Agent/CMC Provider, in case of consortium shall be **jointly and severally liable** to and responsible for all obligations towards the Purchaser/Consignee/Government for performance of contract/services including that of its Associates/Sub Contractors under the Contract.
- 33.5 The Supplier/its Agent shall at all times, indemnify and keep indemnified the Purchaser/Government of India against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under CMC or the Contract.
- 33.6 The Supplier/its Agent shall, at all times, indemnify and keep indemnified the Purchaser/Consignee/Government of India against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the supplier/its associate/affiliate etc.
- 33.7 All claims regarding indemnity shall survive the termination or expiry of the contract.
- 33.8 If any provisions of this tender enquiry or a contract formed on the basis of this tender enquiry are invalid or void under any of the existing provisions of Indian law, then such provisions will not affect other provisions of this tender enquiry/ contract.

SECTION – V

SPECIAL CONDITIONS OF CONTRACT (SCC)

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

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

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

SECTION - VI

LIST OF REQUIREMENTS

Part I

Sch. No	Sl. No.	Equipments	Qty. Vidisha, Ratlam & Chhindwara	Qty. for Datia, Khandwa, Shahdol & Shivpuri	Total Requirement for 07 colleges	Department
Schedule No: 1						
Items For Department of Forensic Medicine						
1	1	Anthropometric Set :	2	2	14	Forensic Medicine
		A) Folding Metal Rod Upto 7 Ft	2	2	14	
		B) Osteometric Board	2	2	14	
		C) Craniometer	2	2	14	
		D) Mandibulometer	2	2	14	
		E) Goniometer	2	2	14	
		F) Vernier Calipers	2	2	14	
		G) Equipment for Reporting Height	2	2	14	
		H) Weighing Machine Dial Type Human	2	2	14	
		2 Multimedia Projector , CPU & Projection Screen	2	1	10	
		3 Digital SLR Camera With Accessories	1	1	7	
		4 X-Ray View Box Two In One	6	4	34	
		5 Stop Watch	4	4	28	
		6 Digital pH Meter	1	1	7	
		7 Chemical Balance	1	1	7	
		8 Distillation Plant	1	1	7	
		9 Centrifuge	1	1	7	
		10 Slide Warming Table	2	1	10	
		11 Hot Plate	2	1	10	
		12 Glass Cutting Pencil	2	2	14	
		13 Spectroscopic Lens With Adjustable Slit	2	2	14	
		14 Digital BP Instrument	2	2	14	
		15 Stethoscope	2	2	14	
		16 L Modes	1 set of 50	1 set of 50	7 sets	
		17 Block Holder	1 set of 50	1 set of 50	7 sets	
		18 Stryker Type Autopsy Saw With Accessories	5	3	27	
		19 Weighing Machine For Organs	4	3	24	
		20 Weighing Machine For Fetus	3	2	17	
		21 Dissection Set Complete	7	7	49	
		22 Brain Knife	8	6	48	
		23 Hack Saw	5	4	31	
		24 Rib Shear Left & Right	3 Each	4 Each	25	
		25 Measuring Tape(Steel Tape Roll)	6	4	34	
		26 Magnifying Lens	6	4	34	
		27 X- Ray View Box (4 In 1)	4	2	20	
		28 Tooth Extractor Left & Right	2	1	10	
		29 Hand Set Heat Sealer	1	1	7	
		30 Stretchers for shifting dead bodies	3	2	17	
	31 Rectal Thermometer	4	4	28		
	32 Water Bath For Tissue Flootation	1	1	7		
	33 Victim examination table	1	1	7		
	34 Screen of size 6x 2 feet each	3	3	21		
	35 Hymenoscope	2	2	14		
	36 Colposcope	2	2	14		
	37 Sims Speculum	4	4	28		
	38 Cuscus Speculum	2	2	14		

39	Sponge holding forceps	4	4	28	
40	Toothed forceps	4	4	28	
41	Ovum forceps	2	2	14	
42	Proctoscope	4	4	28	
43	Torch	1	1	7	
44	Paraffin Bath Embedding	1	1	7	

Schedule No: 2
Items for Pre & Para clinical Departments

2	1	Complete Chromatographic Unit for paper & TLC.	2	2	14	Biochemistry
	2	Complete Electrophoresis apparatus with power supply (Paper, PAGE, agarose).	1	1	14	Biochemistry
			1	1		Pathology
	3	Densitometer with computer.	1	1	7	Biochemistry
	4	Balance Micro.(0.1 mg)	1	1	7	Biochemistry
	5	BALANCE ELECTRONIC 1.0 mg-Accuracy (BALANCE SEMI MICRO)	1	1	59	Biochemistry
			2	1		Microbiology
			4	4		Pathology
			2	2		Community Medicine
	6	Sahli's Haemoglobinometer	90	60	510	Pathology
	7	Neubauer's chamber (NIHON) (Haemocytometer)	2	2	14	Pathology
	8	Esbach's Albuminometr	6	6	42	Pathology
9	Ryle's Tube	2	2	14	Pathology	
10	Renal biopsy needle-	1	1	7	Pathology	
11	Manikins	15 sets	10 sets	85 sets	Pharmacology	
12	Computer Assisted Learning for Physiology & Pharmacology	1	1	7	Pharmacology & Pshysiology	

Schedule No: 3
Glasswares

		Glass Jars				Pathology
3	1	15x15x5 cm	150	150	1050	
	2	20x20x7 cm	180	180	1260	
	3	25x25x12 cm	100	100	700	
	4	40x40x15 cm	20	20	140	
	5	Jar lids	450	450	3150	
	6	Glass tube (hollow)- 5Kgs (as per Jar Size; per box)	1	1	7	
		Viscera bottles(wide mouthed, screw type cap, plastic, jointless)				Forensic Medicine
	7	500 ml- 500 Nos.	500	500	3500	
	8	200 ml- 500 Nos.	500	500	3500	
9	100 ml- 500 Nos.	500	500	3500		

Schedule No: 4
SLIDES

4	A	1) ACUTE MYELOID LEUKEMIA	15	15	105	Pathology
		2) ACUTE LYMPHOBLASTIC LEUKEMIA	15	15	105	
		3) CHRONIC MYELOID LEUKEMIA	15	15	105	
		4) CHRONIC LYMPHOCYTIC LEUKEMIA	15	15	105	
		5) ACUTE APPENDICITIS	15	15	105	
		6) ACTINIMYCOSIS	15	15	105	
		7) RHINOSPORIDIOSIS	15	15	105	
		8) TUBERCULOSIS	15	15	105	
		9) COLLOID GOITRE	15	15	105	
		10) CHRONIC VENOUS CONGESTION -	15	15	105	

	LUNG				
	11) CHRONIC VENOUS CONGESTION – SPLEEN	15	15	105	
	12) PLEOMORPHIC ADENOMA	15	15	105	
	13) CAPILLARY HEMANGIOMA	15	15	105	
	14) SQUAMOUS CELL CARCINOMA	15	15	105	
	15) BASAL CELL CARCINOMA	15	15	105	
	16) MALIGNANT MELANOMA	15	15	105	
	17) METASTATIC CARCINOMA TO LYMPH NODE	15	15	105	
	18) GIANT CELL TUMOR (OSTEOCLASTOMA) -BONE	15	15	105	
	19) CIRRHOSIS – LIVER	15	15	105	
	20) MUCOID ADENOCARCINOMA – INTESTINE	15	15	105	
	21) MONCKEBERG’S SCLEROSIS	15	15	105	
	22) RENAL CELL CARCINOMA	15	15	105	
	23) WILMS TUMOR	15	15	105	
	24) FIBROADENOMA – BREAST	15	15	105	
	25) CARCINOMA BREAST	15	15	105	
	26) CHRONIC PYELONEPHRITIS	15	15	105	
	27) BENIGN PROSTATIC HYPERPLASIA	15	15	105	
	28) SEMINOMA – TESTIS	15	15	105	
	29) TERATOMA – TESTIS	15	15	105	
	30) AMYLOIDOSIS – KIDNEY	15	15	105	
	31) FATTY CHANGE – LIVER	15	15	105	
	32) SQUAMOUS PAPILLOMA	15	15	105	
	33) FIBROSARCOMA	15	15	105	
	34) OSTEOSARCOMA	15	15	105	
	35) AMELOBLASTOMA	15	15	105	
	36) HYDATID CYST	15	15	105	
	37) BRONCHOPNEUMONIA	15	15	105	
	38) TRANSITIONAL CELL CARCINOMA – BLADDER	15	15	105	
	39) SCHWANNOMA	15	15	105	
	40) HYDATIDIFORM MOLE	15	15	105	
	41) MENINGIOMA	15	15	105	
	42) HODGKIN’S LYMPHOMA	15	15	105	
B	Histology Slide box of 60 Slides	30	30	210	Anatomy

Warranty: 24 months (02 years) from the date of installation.; CMC Not Applicable.

Part II: Required Delivery Schedule:

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

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

Installation and commissioning shall be done within 30 days of receipt of the stores/ goods at site or within 30 days of handing over the site for installation, whichever is later.

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

Note:

- i) The delivery schedule for different sites may be staggered based on the site readiness; the supplier should get confirmation of site readiness from the purchaser before delivery to each site.

Part III: Scope of Incidental Services:

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

Part IV:

Site Modification Work (if any) as per details in Technical Specification.

Part V:

Warranty period as per GCC clause 15.

Part VI:

Required Terms of Delivery and Destination:

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

At Consignee Site(s)

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

Destination/Consignee details:

A list of Consignee is given in Section XXI.

Section – VII Technical Specifications

Sch. 1 Items for Department of Forensic Medicine	
1. Anthropometric Set :	
	A) Folding Metal Rod Upto 7 Ft
	B) Osteometric Board
	C) Craniometer
	D) Mandibulometer
	E) Goniometer
	F) Vernier Calipers
	G) Equipment for Reporting Height
	H) Weighing Machine Dial Type Human
2	Multimedia Projector , CPU & Projection Screen
	Size:- portable , With remote control, USB, HDMI (Full HD)
	Type:-Optical Zoom / Focus(Automatic)
	Focal Length:- 16.9 - 20.28 mm
	Zoom- Up to 5x or more
	Lamp Life (Normal):- 5,000 hours
	Screen should be white in colour and good quality, With remote control minimum screen size 5x6 Feets.
3	DSLR camera with accessories
	1. Min 16MP with external flash with 16 GB Class 32 GB SD card and twin Lens kit (18-55mm and 55-250mm with original manufacturer lens)
	2. UV Lens filter and CP lens filter
	3. Lens hood petal type, silicon rubber
	4. Tripod: 2 way fluid head, quick release mechanism, spirit level, geared lockable centre column with braced 3 section leg, rubber legs.
	5. Flash: Wireless flash. Approx 60m (197 ft) at ISO 100. AA/LR6 battery with battery charger.
	6. Accessory to be supplied: Carrying case, AV cord, HDMI cord, Lens cleaning kit, battery charger.
4	X-Ray View Box Two In One
	View box two in one Metallic body fixed type, wall hung with white light (LED Light source, colour temperature 8000k, brightness 4000 Lux)
5	Stop Watch
	Stopwatch reading at 1/5 second with LED/LCD display reading at 1/5 display
6	Digital pH meter
	· For Lab work, Digital with LCD display
	· PH range from 4-14
	· Combined electrode
	· Resolution 0.1
	· Accuracy ± 0.01
7	Chemical Balance(upto 200g/1gm increment)
	Description of Function
	Electronic Balance is required for precision weighing of Lab samples.
	Operational Requirements
	Microprocessor based single pan Analytical Balance with High accuracy & precision is required.
	Reading of the weight by digital display.
	Electronic top loading balances with transparent case
	The balance should have functions of piece counting, percent weighing, formulation, dynamic weighing with automatic and manual start and provision for data interface
	Technical Specifications

	Weigh accurately up to 3rd decimal place of one gm.
	Weighing capacity 200 gm
	Settling time 2 second
	Suitable internal and external adjustment weights.
	LCD Display
	Power Supply
	Power input to be 220-240VAC, 50Hz fitted with Indian plug
	Resettable overcurrent breaker shall be fitted for protection
	Standards, Safety and Training
	Should be FDA or CE or BIS approved product
8	DISTILLATION APPARATUS
	Application: General laboratory purpose water distillation plant
	The complete outer and inner jacket, condenser tubes are made of Stainless steel.
	The apparatus capable of producing pyrogen free distilled water as per IP/BP standards.
	The instrument should have low water cut off device, water level indicator and control panel.
	Capacity : 5-6 ltrs/hr
	Chamber -: Stainless Steel 304 quality
	Air Heater: should have ISI Mark
	Heat up Time: 20- 30 min. from Ambient
	Mounting: Clamp for wall mounting
	Top Lid: Stainless Steel
	It should have BIS or CE or ISO certified
9	Centrifuge
	Should accommodate Max. Volume of 90 ml (6 x 15ml)
	Should have an maximum speed of 4,000 rpm
	Should have an Max. RCF 1,900 x g Should have an LCD display for displaying the parameters
	Should have a Timer programmable from 0 to 30 minutes or continuous mode
	Should have alarm facility Rotor radius 10cm Maximum Admiss.density 1.2 kg/dm ³
	Power supply – 220V 50Hz
	Should be FDA or CE or BIS approved product
10	Slide Warming Table
	Slide warming Table
11	Hot Plate
	· Rectangular or round Hot plate
	· Cast Iron top 200mm, with Energy regulator
	· Sizes: 250X400X150mm, digitally controlled (optional)
	· S.S. Top
	· Works on 220V AC
12	Glass Cutting Pencil
	Glass Cutting Pencil
13	Spectroscopic Lens With Adjustable Slit
	Spectroscope Lens with adjustable slit
	To view and measure spectral lines from various light sources
	Digital BP Instrument
14	Digital BP Instrument should be one touch BP Measurement
	Display of Value
15	Stethoscope
16	L Modes

	Made of stainless steel
17	Block Holder
18	Stryker Type Autopsy Saw With Accessories
	with attachment for bone dust collector with water proof card.
19	Weighing Machine For Organs
	Digital weighing machine for organ
	Stainless steel platform,
	size 1.5feetx 1.5 feet, digital display
	-measurement can be calibrated to adjust the weight of platform
20	Weighing Machine For Fetus
	Digital balance single pair for weighing foetus
	Large weighing S.S. pan, weighing capacity up to 15 kg \pm 10 g
21	Dissection Set Complete
	1 Technical Specifications
	1.1 Student Dissecting Kit
	1.2 Should contain most widely used instruments of high quality stainless steel.
	2 Dissection Kit contents:
	2.1 · Cartilage knife 2" blade
	2.2 · Scalpel with screw lock blade
	2.3 · Narrow blade scalpel 1.5" blade
	2.4 · Forceps 4.5" with guide pin, medium points
	2.5 · Forceps 4.5" with guide pin curved, fine points
	2.6 · Dissecting scissors, Iris 4.5"
	2.7 · Probe and hook chrome
	2.8 · Dissecting scissors with one point sharp & one point blunt 5.5"
	2.9 · Teasing needle straight
	2.10 · Teasing needle bent
	2.11 · Ruler 6" plastic
	2.12 · Dissecting chain and hook chrome
	2.13 · Dissecting blow pipe 6"
	2.14 · Double fold vinyl case
22	Brain Knife
	Dual sided edged knife for precision brain sectioning.
23	Hack Saw
	Hacksaw 12" stainless steel hacksaw frame tubular with plastic handle with fine cutting blades
24	Rib Shear Left & Right
	Rib. Shears, right and left Complete set made up of good quality stainless steel
25	Measuring Tape(Steel Tape Roll)
	Minimum 5 M
26	Magnifying Lens
27	X- Ray View Box (4 In 1)

	X'ray view box one in four (Reporting room + Demo room)
	· Regular size, 4 panel side by side X – Ray View box illuminator
	· Standard features: 2 lamps (F15IT8/D) per panel,
	· Roller gravity film holding systems,
28	Tooth Extractor Left & Right
	Tooth Extractor should be made of SS
	Fine finish & Good quality
29	Hand Set Heat Sealer
	Hand set heat Sealer (Standard Type)
30	Stretchers for shifting dead bodies
	Dead Body Transfer Stretcher Trolleys
	Frame work constructed with stainless steel material.
	Top is made with stainless steel sheet, with high boarder.
	A shelve is provided under the top.
	With swivel castors with breakes in all
31	Rectal Thermometer
	Rectal Thermometer with Digital Display
32	Water bath (Tissue Flowing)
	· Double walled, inner stainless steel and outer mild steel sheet and glass window fixed on the front for visibility of sample.
	· Heating mechanism should comprise of set of heat us corresponding to faster and lower heating
	· Should have stirrer and speed regulator, should operate on 220/230 volts AC/DC.
	· Digital temperature controller cum indicator from 5 °C to 80 °C with an accuracy of +/- 1 °C.
33	Victim examination table (Gynecological Examination table with leg stirrups)
	Made of SS with with good finish.
34	Screen of size 6x 2 feet each with 3 Fold
35	Hymenoscope
36	Colposcope
37	Sims Speculum
38	Cuscus Speculum
39	Sponge holding forceps
40	Toothed forceps
41	Ovum forceps
42	Proctoscope
43	Torch
44	Paraffin embedding bath
	· Inner Wall with S.S. sheets
	· Slide drying chamber at bottom

	· Copper cups and tubes with lids and handle
	· Temperature range: ambient +/- 5 to 65°C
	· Works on 220V AC.
Sch. No: 2	
Items for Pre & Para clinical Departments	
1	1. Complete chromatographic unit for Paper & TLC:
	Specifications:
	Chromatography tank with cover for plates of different sizes, Size 20x20 cm
	Moveable applicator with inbuilt thickness arrangement between 0 to 2mm (minimum div. 0.25mm) in further consists of the following components.
	1. Spreader (applicator) made of electroplated brass.
	2. Perspex base of 114x23 cm to support glass plates.
	3. Plate rack aluminium, anodised for ten 20x20cm or 20x10cm plates.
	4. Developing tank with lid.
	5. Spotting template made of perspex.
	6. TLC plates set of five 20x20cm. and two 20x5cm, or set of ten 20x10cm and two 20x5cm
	7. Glass sprayer with rubber bellow, cap. 100ml
	8. Micro-pipette
	9. Subscriber for marking lines made of stainless steel.
	Accessories for T.L.C. Apparatus :-
	Glass sprayer with rubber bellow.
	Perspex base of 114x23 cm to support glass plates.
2	2. Complete Electrophoresis apparatus with power supply (Paper, PAGE, agarose)
	Description of Function
	Of the various types of electrophoresis, Other types, protein (or vertical) electrophoresis, utilizes apparatus for analyzing DNA, RNA and Proteins.
	Operational Requirements
	Complete system for rapid electrophoresis of proteins & nucleic acids
	Technical Specifications:
	Horizontal Gel Apparatus
	Gel tanks sizes 8x11 inches (midi gel apparatus) and 3x 6 inches (mini gel apparatus) with platinum electrodes and dams.
	Complete Gel casting system for casting multiple gels
	Power connector integral with safety lid
	Supply at least 4 sets of gel casting trays
	Supply at least 6 Nos. of 1.0 mm thick comb for 8-20 samples
	Compatible DC Power supply
	Compatible microprocessor based power supply to run at least 2 units at constant voltage or current with automatic cross over
	Output range programmable,10-500V, 4-500 mA in 1 mA step, 100 W maximum
	Single-unit increments in settings and read-outs for precision and reproducibility
	Easy to read digital display
	Ensure safety features for overload, sudden load change, short circuit protection etc. and personal and environmental protection
	Automatic recovery after power failure
	Environmental factors
	Shall meet IEC-60601-1-2:2001(Or Equivalent BIS) General Requirements of Safety for Electromagnetic Compatibility.
	The unit shall be capable of being stored continuously in ambient temperature of 0 -50 deg C and relative humidity of 15-90%
	The unit shall be capable of operating in ambient temperature of 20-30 deg C and relative humidity of

	80%.
	Power Supply
	Power input to be 220-240VAC, 50Hz fitted with Indian plug
	Suitable Computer, printer & UPS with maintenance free batteries for minimum one-hour back-up should be supplied with the system.
3	3. Densitometer with Computer (Automatic):
	Light source: halogen lamp 6v-12v, 1watt - 40 watt. Operating wavelength: at least 530nm, 570nm and white light Photocell type: silicon photocell or any other equivalent Photometric linearity: 0.00 to 2.5 o.d. or better
	Programmable scanning length: 120mm or more
	Programmable scanning width: 90mm or more should accept all electrophoresis media (including agarose) on plastic or Glass plate.
	Editing features: automatic fraction identification, insertion/ deletion, renaming of peaks, addition of fractions, baseline correction.
	Monitor: display of graphs and other data.
	Printer: built in graphic thermal printer or better.
	Software: user programmable tests for different applications including serum/urine/ protein electrophoresis.
	Reports: graphs, percentage, g/dl. A/g ratio, patient data.
	Memory: storage of result including graphs.
	Data management: direct comparison of pathological cases statistical calculation. Serial port: bi-directional
	Certifications:
	· Product Certification: CE Class II A or US PDA certified;WHO-GMP;ISTM;CE;SGS UKAS;ISO 13845
	· Electrical Safety: Equipment meets electrical safety specifications such as that of IEC (Class I) ;shall meet IEC-60601-1-2 :2001(Or Equivalent BIS) General Requirements of Safety for Electromagnetic Compatibility
4	4- BALANCE ELECTRONIC 0.1 mg-Accuracy (BALANCE MICRO)
	Description of Function
	Electronic Balance is required for precision weighing of Lab samples.
	Operational Requirements
	Microprocessor based single pan Analytical Balance with High accuracy & precision is required.
	Reading of the weight by digital display.
	Electronic top loading balances with transparent case
	The balance should have functions of piece counting, percent weighing, formulation,Dynamic weighing with automatic and manual start and' provision for data interface
	Technical Specifications
	Weigh accurately up to 4th decimal place of one gm.
	Auto self-calibration facility
	Auto zero Setting
	One touch calibration
	Weighing capacity upto 200 gms.
	Repeatability and resolution: 0.1 mg
	Linearity: + 0.2mg
	Stabilization time < 5 second
	Adjustment weight (Int. wt.) 200g
	Adjustment weight (Ex. Wt.): 500 mg, 1 gm, 10gm, 50gm, 100 gm, 200gm
	Balance should have the following features:-
	· Touch Screen/LCD Display
	· Stainless Steel Large Square/round weighing Pan
	·IR Sensors for hands-free operation for personnel security and automatic draft shield opening and

	closing
	· Warns if the balance is not correctly levelled to ensure the accuracy of results.
	· Automatic and detachable draft shield
	DELETED
	·Suitable tool box to be provided
	·Integrated automatic safety functions for external routine operations.
	·Alphanumeric data entry of 4 ID's
	System Configuration Accessories, spares and consumables
	System as specified
	Should be supplied with standard external and internal weights as specified.
	Power Supply
	Power input to be 220-240VAC, 50Hz fitted with Indian plug
	UPS of suitable rating with voltage regulation and spike protection for 60 minutes backup.
	Resettable overcurrent breaker shall be fitted for protection
	Standards, Safety and Training
	should comply with ISO/GLP with auto validation with ink jet printer
	Should be FDA or CE or UL or BIS approved product
	Electrical safety conforms to standards for electrical safety IEC-60601 / IS-13450
	Manufacturer/Supplier should have ISO certification for quality standards.
5	BALANCE ELECTRONIC 1.0 mg-Accuracy (BALANCE SEMI MICRO)
	Description of Function
	Electronic Balance is required for precision weighing of Lab samples.
	Operational Requirements
	Microprocessor based single pan Analytical Balance with High accuracy & precision is required.
	Reading of the weight by digital display.
	Electronic top loading balances with transparent case
	The balance should have functions of piece counting, percent weighing, and formulation, dynamic weighing with automatic and manual start and' provision for data interface
	Technical Specifications
	Weigh accurately up to 3rd decimal place of one gm.
	Fully automatic Time and/or temperature controlled internal calibration and balance should be capable to adjust itself.
	Auto zero Setting
	Weighing capacity 210 gm
	Readability: 0.001g
	Repeatability: 0.09mg
	Settling time 1.5 second
	Suitable internal and external adjustment weights.
	Pace-setting interfacing flexibility - including Ethernet, Bluetooth (wireless connection) and PS/2 - for efficient data capture and easy network integration.(not mandatory)
	Balance should have the following features:-
	• Touch Screen/LCD Display
	Stainless Steel Large Square/round weighing Pan
	• Warns if the balance is not correctly levelled to ensure the accuracy of results.
	• Suitable tool box to be provided
	• Integrated automatic safety functions for external routine operations.
	• Alphanumeric data entry of 4 ID's
	System Configuration Accessories, spares and consumables
	System as specified-
	Should be supplied with standard external and internal weights as specified.
	Power Supply
	Power input to be 220-240VAC, 50Hz fitted with Indian plug
	Resettable overcurrent breaker shall be fitted for protection
	Standards, Safety and Training
	should comply with ISO/GLP with auto validation with ink jet printer

	Should be FDA or CE or BIS approved product
6	Sahli's Haemoglobinometer- 90 Nos
7	Neubauer's chamber (NIHON) (Haemocytometer)- 2 Nos
8	Esbach's Albuminometr- 06 Nos
9	Ryle's Tube- 2 Nos
10	Renal biopsy needle- 01 Nos
11	Manikins
	Full demonstration of
	1. Intramuscular route
	2. Intravenous route
	3. subcutaneous route
	4. Intracardiac
	5. Oral
	6. Local route.
	7. Enema,
	8. Intradermal route.
	9. Cardiopulmonary resuscitation with CPR.
	(price to be quoted individually for particular manikin)
12	Computer Assisted Learning
	One complete License of Software for Each medical College.
	Latest version, Experimental pharmacology and physiology based on undergraduate and post graduate curriculum • Tutorial and examination mode for instructors and students for demonstration and assessment of experiments • Intuitive Graphic User Interface (GUI) for easy and seamless navigation • Interactive multimedia content rich in live videos, animations and illustration.
	Should contain most of the following experiments
	1. Effects of Drugs on Rabbit Eye
	2. Bioassay of Histamine on the Ileum of Guinea Pig
	3. Effect of Drugs on Ciliary Motility of Frog Oesophagus
	4. Effect of Drugs on Isolated Frog Heart
	5. Effect of Drugs on Blood Pressure (BP) and Heart Rate (HR) of Dog
	6. Effect of Drugs on Isolated and Perfused Frog Heart
	7. DRC of Acetylcholine on Frog Rectus Abdominis Muscle
	8. DRC of Histamine on Guinea Pig Ileum
	9. Effect of Physostigmine on the DRC of Acetylcholine on Frog Rectus Abdominis Muscle
	10. Effect of Atropine on the DRC of the Acetylcholine on Rat Ileum
	11. Effects of Spasmogens and Spasmolytics on the Rabbit Jejunum
	12. Determination of PD ₂ of Serotonin on Rat Stomach Strip Preparation
	13. Determination of PA ₂ of Atropine using Isolated Rat Ileum preparation (by Schild's Plot Method)
	14. Determination of PA ₂ of Prazosin on Rat Anococcygeous Muscle Preparation (by Schild Plot Method)
	15. Determination of PD ₂ of Acetylcholine on Frog Rectus Abdominis
	16. Determination of PD ₂ of Histamine on Guinea Pig ileum
	17. Bioassay of Oxytocin by Interpolation Method using Isolated Rat Uterus Preparation
	18. Bioassay of Serotonin on Rat Stomach Strip by Three Point Assay Method
	19. Bioassay of Atropine (an Antagonist) by Interpolation Method
	20. Bioassay of Acetylcholine on Rat Ileum by Three Point Assay Method
	21. Bioassay of Adrenaline by Interpolation Method using Isolated Rabbit Jejunum Preparation
	22. Effect of Drugs on Locomotor Activity in Mice using Actophotometer
	23. Demonstration of Analgesic Activity of Drug in Mice using Eddy's Hot Plate
	24. Determination of the Anticonvulsant Effect of Phenytoin in Mice using Electroconvulsimeter
	25. Screening of Effect of CNS Depressant and Skeletal Muscle Relaxant Drugs using Rotarod Apparatus
	26. Routes of Drug Administration
	27. Experimental Animals Routinely used in Pharmacological Research

	28. Euthanasia in Experimental Animals
Schedule 3 Glasswares	
	Requirement and specification of Glass jars are as follows:
	1) 15x15x5 cm
	2) 20x20x7 cm
	3) 25x25x12 cm
	4) 40x40x15 cm.
	5) Jar lids (as per Jar Size mentioned above)
	6) Glass tube (hollow)– 5Kgs (as per Jar Size)
	Viscera bottles(wide mouthed, screw type cap, plastic, jointless),
	1) 500 ml
	2) 200 ml
	3) 100 ml
Schedule 4 Slides for Anatomy & Pathology	
	1) ACUTE MYELOID LEUKEMIA
	2) ACUTE LYMPHOBLASTIC LEUKEMIA
	3) CHRONIC MYELOID LEUKEMIA
	4) CHRONIC LYMPHOCYTIC LEUKEMIA
	5) ACUTE APPENDICITIS
	6) ACTINIMYCOSIS
	7) RHINOSPORIDIOSIS
	8) TUBERCULOSIS
	9) COLLOID GOITRE
	10) CHRONIC VENOUS CONGESTION – LUNG
	11) CHRONIC VENOUS CONGESTION – SPLEEN
	12) PLEOMORPHIC ADENOMA
	13) CAPILLARY HEMANGIOMA
	14) SQUAMOUS CELL CARCINOMA
	15) BASAL CELL CARCINOMA
	16) MALIGNANT MELANOMA
	17) METASTATIC CARCINOMA TO LYMPH NODE
	18) GIANT CELL TUMOR (OSTEOCLASTOMA) -BONE
	19) CIRRHOSIS – LIVER
	20) MUCOID ADENOCARCINOMA – INTESTINE
	21) MONCKEBERG'S SCLEROSIS
	22) RENAL CELL CARCINOMA
	23) WILMS TUMOR
	24) FIBROADENOMA – BREAST
	25) CARCINOMA BREAST
	26) CHRONIC PYELONEPHRITIS
	27) BENIGN PROSTATIC HYPERPLASIA
	28) SEMINOMA – TESTIS
	29) TERATOMA – TESTIS
	30) AMYLOIDOSIS – KIDNEY
	31) FATTY CHANGE – LIVER
	32) SQUAMOUS PAPILOMA
	33) FIBROSARCOMA
	34) OSTEOSARCOMA

	35) AMELOBLASTOMA
	36) HYDATID CYST
	37) BRONCHOPNEUMONIA
	38) TRANSITIONAL CELL CARCINOMA – BLADDER
	39) SCHWANNOMA
	40) HYDATIDIFORM MOLE
	41) MENINGIOMA
	42) HODGKIN’S LYMPHOMA
	Histology slides Box
	1) All slides must be of original human tissue/ organs.
	2) All slides to be H/ E (Haematoxylin/ Eosin) stained properly.
	3) Each box must contain 60 slides (list enclosed).
	4) Slides of physiology/ pathology will be rejected.
	5) Animal tissue slides will be rejected.
	6) Broke slides will be rejected.
	7) Overstrained/ under trained slides will be rejected.
	8) Should be packed in blocks
	The Following slides must be supplied along with 1 box
1	Elastic Cartilage
2	Hyaline Cartilage
3	White Fibro Cartilage
4	Bone (T.S)
5	Bone (L.S)
6	Skeletal Muscle
7	Cardiac Muscle
8	Optic Nerve
9	Spinal Ganglion
10	Sympathetic Ganglion
11	M.S. Artery
12	Aorta
13	Inferior vena cava
14	Lymph Node
15	Spleen
16	Tonsil
17	Thymus
18	Mucous Gland
19	Serous Gland
20	Mixed Gland
21	Pancreas
22	Oesophagus
23	Stomach- Fluidic part
24	Stomach- Pyloric part
25	Duodenum
26	Jejunum
27	Ileum
28	Large Intestine
29	Appendix
30	Liver
32	Lung
33	Trachea
34	Kidney
35	Ureter
36	Urinary Bladder
37	Testis

38	Epididymis
39	Vas deference
40	Prostate
41	Ovary
42	Fallopian Tube
43	Uterus
44	Placenta
45	Thyroid
46	Suprarenal Gland
47	Pituitary Gland
48	Cerebellum
49	Cerebrum
50	Skin(T.S)
51	Skin(L.S)
52	Thick skin
53	Tongue
54	Retina
55	Cornea
56	Umbilical Cord
57	Eyelid
58	Lachrymal Gland
59	Nerve(T.S)
60	Nerve(L.S)

GENERAL TECHNICAL SPECIFICATIONS

GENERAL POINTS:

1. Warranty:

a) **The warranty shall remain valid for a minimum period of 24 months after the goods or any portion thereof as the case may be, have been delivered, installed and commissioned at the final destination.**

b) 95% up time Warranty of complete equipment with extension of Warranty period by double the downtime period on 24 (hrs) X 7 (days) X 365 (days) basis.

2. After Sales Service:

After sales service centre should be available at the city of Hospital/Institution/Medical College on 24 (hrs) X 7 (days) X 365 (days) basis. Complaints should be attended properly, maximum within 8 hrs. The service should be provided directly by Tenderer/Indian Agent. Undertaking by the Principals that the spares for the equipment shall be available for at least 10 years from the date of supply.

3. Training:

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

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

Section – VIII

Quality Control Requirements

This Section is deleted

Section – IX

Qualification Criteria

1. The Tenderer must be a medical equipment supplier with an average annual turnover of Rs. 2 Cr. in last three years from the date of tender opening.

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 1, the Tenderer shall furnish Performance statement in the enclosed Proforma ‘A’.

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

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

PROFORMA 'A'
PROFORMA FOR PERFORMANCE STATEMENT

(For the period of last five years)

Tender Reference No. : _____

Date of opening : _____

Time : _____

Name and address of the Tenderer : _____

Name and address of the manufacturer : _____

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

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

Signature and seal of the Tenderer

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

Section – X
TENDER FORM

Date _____

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

Ref. Your TE document No. _____ dated _____

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

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

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

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

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

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

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

SECTION – XI
PRICE SCHEDULE

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

SECTION – XII
QUESTIONNAIRE

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

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

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

SECTION – XIII

BANK GUARANTEE FORM FOR EMD

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

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

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

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

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

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

.....
Name and designation of the officer

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

SECTION – XIV
MANUFACTURER’S AUTHORISATION FORM

This Section is deleted

SECTION – XV

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

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

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

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

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

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

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

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

This guarantee shall be valid till such time to cover two months beyond the warranty period from the date of Notification of Award i.e. up to _____ (indicate date).

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

.....
Name and designation of the officer

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

SECTION – XVI**CONTRACT FORM - A****CONTRACT FORM FOR SUPPLY, INSTALLATION, COMMISSIONING, HANDING OVER, TRIAL RUN, TRAINING OF OPERATORS & WARRANTY OF GOODS**

(Address of the Purchaser/Consignee
Office issuing the contract)

Contract No _____ dated _____

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

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

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

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

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

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

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

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

6. Warranty clause

7. Payment terms

8. Paying authority

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

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

Date: _____

Place: _____

SECTION – XVII

This section is deleted

SECTION – XVIII
Proforma of Final Acceptance Certificate by the Consignee

No _____

Date _____

To

M/s _____

Subject: Certificate of commissioning of equipment /plant.

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

- (a) Contract No _____ dated _____
- (b) Description of the equipment (s) and quantity: (list may be enclosed for many items):

- (c) Supplier's Challan /Invoice no. with date.: _____
- (d) Bill of Loading/Air Way Bill/Railway Receipt/ Goods Consignment Note no _____ dated _____
- (e) Name of the vessel/Transporters: _____
- (f) Name of the Consignee: _____
- (g) Date of Receipt by the Consignee: _____
- (h) Date of commissioning and proving test: _____

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

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

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

The supplier has fulfilled its contractual obligations satisfactorily ## or

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

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

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

is

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

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

(Signature)

(Name)

(Designation with stamp)

Explanatory notes for filling up the certificate:

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

Section – XIX**Consignee List**

Sl. No.	Name of Hospital and Address	State
1	Government Medical College Chhindwara, Near T. B. Sanatorium, Chhindwara, M.P.	Madhya Pradesh
2	Government Medical College, Datia Thandi Sadak, Near 29 th Batallian, NH – 75, Datia, 475661, M.P	Madhya Pradesh
3	Government Medical College, Khandwa Love Kush Nagar, Khandwa, 450001 Madhya Pradesh	Madhya Pradesh
4	Government Medical College, Ratlam Village- Banjali Sailana Road, Ratlam, M.P.	Madhya Pradesh
5	Government Medical College, Shahdol Village Champa, Kudri Road, Near New Bus stand, Shahdol, MP.	Madhya Pradesh
6	Government Medical College, Shivpuri Gwalior Highway, Near Katha mil, Shivpuri (M.P).	Madhya Pradesh
7	Government Medical College, Vidisha Sanchi Road, Vidisha (M.P).	Madhya Pradesh