

GLOBAL TENDER ENQUIRY DOCUMENT

**FOR DESIGN, CONSTRUCTION, SUPPLY, TESTING AND
COMMISSIONING OF ANECHOIC CHAMBER, AMPLIFIER ROOM
CONTROL ROOM, AUXILIARY TESTING ROOM ALONG WITH TESTING
EQUIPMENT ON TURNKEY BASIS**

HLL/BME/EMI-EMC-01/16-17



BY

HLL Lifecare Limited

(A GOVERNMENT OF INDIA ENTERPRISE)

Dept of Biomedical Engineering,

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SECTION I

NOTICE INVITING TENDERS (NIT)
For Global Tender from
HLL Lifecare Limited
(A GOVERNMENT OF INDIA ENTERPRISE)
Biomedical Engineering Department
B-14 A, Sector-62, Noida-201 307
PH: 0120-4071500; FAX: 0120-4071579
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Tender Enquiry No.: HLL/BME/EMI-EMC-01/16-17

Dated 22.06.2016

NOTICE INVITING TENDERS (NIT)

(1) Biomedical Engineering Department of HLL Lifecare Ltd, invites sealed tenders, from eligible and qualified tenderers for design, construction, supply, testing and commissioning of Anechoic Chamber, Amplifier Room, Control Room, Auxiliary Testing Room along with testing equipment on turnkey basis to HLL Lifecare Ltd, B-14A, Sector-62, Noida, UP.

Sl.No	Event No.	Name of the Item	Quantity(Nos.)	EMD (Rs.)
1	3000001160	Design, construction, supply, testing and commissioning of anechoic chamber, amplifier room control room, auxiliary testing room along with testing equipment	1	20,00,000

(2) Tender No.: HLL/BME/EMI-EMC-01/16-17

Sl. No.	Description	Schedule
i.	End Date of download of tender enquiry document	29.07.2016
ii.	Cost of the Tender Enquiry Document	Rs. 10,000/-
iii.	Pre Tender Meeting Date & Time	01.07.2016, 1100 Hrs (IST)
iv.	Pre Tender Meeting Venue	HLL Lifecare Limited, Annex. Building, Tenra 22, Palathinkara, TC 24/606, Thycaud, Thiruvananthapuram
v.	Closing date & time for submission of tender fee and EMD in physical form	29.07.2016, 1100 Hrs (IST)
vi.	Due date & time for submission of tender in e-Portal	29.07.2016, 1230 Hrs (IST)
vii.	Date and Time of opening of Techno – Commercial tenders	29.07.2016, 1430 Hrs (IST)

Sl. No.	Description	Schedule
viii.	Venue of Opening of Techno Commercial Tender	HLL Lifecare Limited, Procurement & Consultancy Services Division, B-14 A, Sector-62, Noida-201307

Note: If EMD is submitted in the form of BG, then the validity of the BG should be at least 165 days from the date of tender opening, i.e. up to 10.01.2017.

SPECIFIC Instructions for e-Tender Participation:-

3. Bidders should have valid Class 3 Digital Signature Certificate with encryption.
4. Bidders are requested to read the bidders help document on e-tender web site link before proceeding for bidding.
5. The prospective bidders have to register with the E-procurement system of HLL at <https://etender.lifecarehll.com/irj/portal>. On completion of the registration process, the bidders will be provided user ID and password within 7 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).

Bidders are requested to register for issue of User ID and Password well in advance in order to avoid last minute rush.

6. Post receipt of User ID & Password, Bidders can log on for downloading & uploading tender document.
7. **The tenderers shall submit tender fee and EMD in physical form at the scheduled time and venue.**
8. Tenderer may download the tender enquiry documents from the web site www.lifecarehll.com or www.eprocure.gov.in/cppp or <https://etender.lifecarehll.com/irj/portal>.
9. The submission of online tender can only be done on <https://etender.lifecarehll.com/irj/portal>.
10. All prospective tenderers may attend the Pre Tender meeting. The venue, date and time indicated above.
11. Tenderers shall ensure that their tenders complete in all respects, are submitted **online through HLL's e-portal (as described above) ONLY. NO DEVIATION is acceptable.**

IMPORTANT NOTE :-Tender fee (Rs.10,000/-) and EMD (As applicable) should be deposited in the Tender Box located at HLL Lifecare Limited, Procurement and Consultancy Division, B-14 A, Sector-62, Noida-201307, Uttar Pradesh on or before 29.07.2016, 1100 Hrs (IST).

SVP (GB)
HLL Lifecare Limited

SECTION - II

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GENERAL INSTRUCTIONS TO TENDERERS (GIT)

A. PREAMBLE

1. Definitions and Abbreviations

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

1.2. Definitions:

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

1.3 Abbreviations:

- (i) “TE Document” means Tender Enquiry Document
- (ii) “NIT” means Notice Inviting Tenders.

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

2. Introduction

- 2.1 The Purchaser has issued these TE documents for purchase of goods and related services as mentioned in Section – VI – "List of Requirements", which also indicates, *interalia*, the required delivery schedule, terms and place of delivery.
- 2.2 This section (Section II - "General Instruction Tenderers") provides the relevant information as well as instructions to assist the prospective tenderers in preparation and submission of tenders. It also includes the mode and procedure to be adopted by the purchaser for receipt and opening as well as scrutiny and evaluation of tenders and subsequent placement of contract.
- 2.3 The tenderers shall also read the Special Instructions to Tenderers (SIT) related to this purchase, as contained in Section III of these documents and follow the same accordingly. Whenever there is a conflict between the GIT and the SIT, the provisions contained in the SIT shall prevail over those in the GIT.

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

3. Availability of Funds

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

4. Language of Tender

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

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

5. Eligible Tenderers

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

6. Eligible Goods and Services

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

7. Tendering Expense

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

B. TENDER ENQUIRY DOCUMENTS

8. Content of Tender Enquiry Documents

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

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

- Section X – Tender Form
- Section XI – Price Schedules
- Section XII – Questionnaire
- Section XIII – Bank Guarantee Form for EMD
- Section XIV – Manufacturer’s Authorisation Form
- Section XV – Bank Guarantee Form for Performance Security/CMC Security
- Section XVI – Contract Forms A & B
- Section XVII – Proforma of Consignee Receipt Certificate
- Section XVIII – Proforma of Final Acceptance Certificate by the consignee
- Section XIX – Instructions from Ministry of Shipping/ Surface Transport (Annexure 1 & 2)
- Section XX – Check List for the Tenderers
- Section XXI – Consignee List

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

9. Amendments to TE documents

9.1 At any time prior to the deadline for submission of tenders, the purchaser may, for any reason deemed fit by it, modify the TE documents by issuing suitable amendment(s) to it.

9.2 Deleted.

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

10. Clarification of TE documents

10.1 A tenderer requiring any clarification or elucidation on any issue of the TE documents may take up the same with the purchaser in writing. **The purchaser will respond in writing to such request provided the same is received by the purchaser ON OR BEFORE THE PRE BID MEETING (unless otherwise specified in the SIT). Representation sent after the pre bid meeting date will not be taken into cognizance.**

C. PREPARATION OF TENDERS

11. The tender shall be submitted online **ONLY EXCEPT TENDER FEE & EMD** (in physical form) as mentioned below:

- (i) Technical Bid (Consisting of Eligibility Criteria & Technical Specifications viz. Product Specification Sheets/Brochures, OEM Certificate etc.). Bidders may name the files indicating the nature of content in pdf format which would be required to be attached in e-tender.
- (ii) Price Bid (To be filled up in the Proforma, Signed, Stamped, Scanned to pdf mode & attach under PRICE BID.

DO NOT’S

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

A) Technical Tender (Un priced Tender)

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

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

- i) Earnest money furnished in accordance with GIT clause 19.1 alternatively, documentary evidence as per GIT clause 19.2 for claiming exemption from payment of earnest money.
- ii) Tender Form as per Section X (without indicating any prices).
- iii) Documentary evidence, as necessary in terms of clauses 5 and 17 establishing that the tenderer is eligible to submit the tender and, also, qualified to perform the contract if its tender is accepted.
- iv) Tenderer/Agent who quotes for goods manufactured by other manufacturer shall furnish Manufacturer's Authorisation Form.
- v) Power of Attorney in favour of signatory of TE documents and signatory of Manufacturer's Authorisation Form.
- vi) Documents and relevant details to establish in accordance with GIT clause 18 that the goods and the allied services to be supplied by the tenderer conform to the requirement of the TE documents.
- vii) Performance Statement as per section IX along with relevant copies of orders and end users' satisfaction certificate.
- viii) Price Schedule(s) as per Section XI filled up with all the details including Make, Model etc. of the goods offered with prices blank (without indicating any prices).
- ix) Certificate of Incorporation.
- x) Checklist.
- xi) Cost of tender document should be payable by DD / pay order. Cheque will not be accepted.
- xii) Self Attested copies of VAT registration certificate and PAN Card.
- xiii) Non conviction / no pending conviction certification issued by Notary on judicial stamp paper for preceding three years.
- xiv) Self Attested copies of quality certificates i.e US FDA / CE Certificate issued by competent authority, if applicable.
- xv) Documentary evidence stating the status of bidder.
- xvi) List of procurement agencies of repute to which the tendered product have been supplied during last 12 months.
- xvii) Self attested copies of annual report, audited balance sheet and profit & loss account for preceding three years from the date of tender opening.
- xix) 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.

xx) 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).

xxiii) **Product catalogues / original Data Sheet must be enclosed of all quoted items.**

B) Price Tender:

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

2. The price should be quoted for the accounting unit indicated in the e-tender document.

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

Note:

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

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

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

12. Tender currencies

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

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

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

13 Tender Prices

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

schedule should be filled up as required. If any column does not apply to a tenderer, same should be clarified as “NA” by the tenderer.

- 13.2 If there is more than one schedule in the List of Requirements, the tenderer has the option to submit its quotation for any one or more schedules and, also, to offer special discount for combined schedules. However, while quoting for a schedule, the tenderer shall quote for the complete requirement of goods and services as specified in that particular schedule. All sundry equipments, fittings, units assemblies, accessories, hardware items, foundation bolts, termination lugs for electrical connections, and all other items which are useful and necessary for efficient assembly and installation of equipment and components of the work shall be deemed to have been included in the tender irrespective of the fact whether such items are specifically mentioned in the tender documents or not.
- 13.3 The quoted prices for goods offered from within India and that for goods offered from abroad are to be indicated separately in the applicable Price Schedules attached under Section XI. Detailed breakup of the prices for the main equipment and accessories/optional items must be provided separately, item wise in the same serial order as listed in the technical bid.
- 13.4 While filling up the columns of the Price Schedule, the following aspects should be noted for compliance:
- 13.4.1 For domestic goods or goods of foreign origin located within India, the prices in the corresponding price schedule shall be entered separately in the following manner:
- a) the price of the goods, quoted ex-factory/ ex-showroom/ ex-warehouse/ off-the-shelf, as applicable, including all taxes and duties like sales tax, CST VAT, CENVAT, Custom Duty, Excise Duty etc. already paid or payable on the components and raw material used in the manufacture or assembly of the goods quoted ex-factory etc. or on the previously imported goods of foreign origin quoted ex-showroom etc;
 - b) any sales or other taxes and any duties including excise duty, which will be payable on the goods in India if the contract is awarded;
 - c) charges towards Packing & Forwarding, Inland Transportation, Insurance (local transportation and storage) would be borne by the Supplier from ware house to the consignee site for a period including 6 months beyond date of delivery, Loading/Unloading and other local costs incidental to delivery of the goods to their final destination as specified in the List of Requirements and Price Schedule;
 - d) the price of Incidental Services, as mentioned in List of Requirements and Price Schedule;
 - e) the prices of Turnkey (if any), as mentioned in List of Requirements, Technical Specification and Price Schedule;
 - f) The rates quoted by the tenderer, shall be firm and fixed and inclusive of all taxes including work contract taxes, custom central duties and levies and all charges for packing forwarding, insurance, freight and delivery, installation, testing commissioning etc at site including temporary construction of storage, risk, overhead charges general liabilities/ obligations and clearance from local authorities. Rates shall be firm for the contractual period of time and for such time for which department shall grant extension of time till completion of work. Octroi duty shall be paid separately but the department on demand can furnish octroi exemption certificate. However the department is not liable to reimburse the octroi duty in case the concerned authorities do not honour exemption certificate; and
 - g) the price of annual CMC, as mentioned in List of Requirements, Technical Specification and Price Schedule.

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

- a) The price of goods quoted FOB/FCA port of shipment, as indicated in the List of Requirements and Price Schedule;
- b) The price of goods quoted CIP (name port of destination) in India as indicated in the List of Requirements, Price Schedule and Consignee List;
- c) The charges for Insurance (local transportation and storage) would be extended and borne by the Supplier from ware house to the consignee site for a period including 6 months beyond date of delivery. Other local costs and Incidental costs, as specified in the List of Requirements and Price Schedule;
- d) The charges for Incidental Services, as in the List of Requirements and Price Schedule;
- e) The prices of Turnkey (if any), as mentioned in List of Requirements, Technical Specification and Price Schedule; and
- f) The price of annual CMC, as mentioned in List of Requirements, Technical Specification and Price Schedule

13.5 Additional information and instruction on Duties and Taxes:

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

13.5.2 Excise Duty:

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

13.5.3 Sales Tax:

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

13.5.4 Octroi Duty and Local Duties & Taxes:

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

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

13.5.5 Customs Duty:

The supplier will pay the customs duty and clear the goods for transportation to consignee's site. The applicable rates and amount of custom duty and the corresponding Indian custom tariff number should be shown separately in the price schedule. However, for calculation purpose 16.27% will be considered. Duty paid by the supplier shall be re-imbursed on submission of documents. Customs duty exemption certificate (CDEC) shall not be issued by the consignee.

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

14. Indian Agent

- 14.1 If a foreign tenderer has engaged an agent in India in connection with its tender, the foreign tenderer, in addition to indicating Indian agent's commission, if any, in a manner described under GIT sub clause 12.2 above, shall also furnish the following information:
 - a) The complete name and address of the Indian Agent and its permanent income tax account number as allotted by the Indian Income Tax authority.
 - b) The details of the services to be rendered by the agent for the subject requirement.
 - c) Details of Service outlets in India, nearest to the consignee(s), to render services during Warranty and CMC period.

- d) A copy of agreement between the Agent & their principal detailing the terms & conditions as well as services and after sales services as above to be rendered by the agent and the precise relationship between them and their mutual interest in the business as laid out in section VII (Technical specifications).
- e) Principal/ manufacturer's original proforma invoice with the price bid

15. Firm Price

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 and total price. Item wise price will remain fixed. However actual payment will be based on final measurement.

16. Alternative Tenders

- 16.1 Alternative Tenders are not permitted.
- 16.2 However the Tenderers can quote alternate models meeting the tender specifications of same manufacturer with single EMD.
- 16.3 **If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product. In a tender, either the Indian Agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.**

17 Documents Establishing Tenderer's Eligibility and Qualifications

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

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

- 18.1 The tenderer shall provide in its tender the required as well as the relevant documents like technical data, literature, drawings etc. to establish that the goods and services offered in the

tender fully conform to the goods and services specified by the purchaser in the TE documents. For this purpose the tenderer shall also provide a clause-by-clause commentary on the technical specifications and other technical details incorporated by the purchaser in the TE documents to establish technical responsiveness of the goods and services offered in its tender.

- 18.2 In case there is any variation and/or deviation between the goods & services prescribed by the purchaser and that offered by the tenderer, the tenderer shall list out the same in a chart form without ambiguity and provide the same along with its tender.
- 18.3 If a tenderer furnishes wrong and/or misleading data, statement(s) etc. about technical acceptability of the goods and services offered by it, its tender will be liable to be ignored and rejected in addition to other remedies available to the purchaser in this regard.

19. Earnest Money Deposit (EMD)

- 19.1 Pursuant to GIT clauses 8.1 and 11.1 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) Banker's cheque and
 - iii) Bank Guarantee
- 19.4 The demand draft or banker's cheque shall be drawn on any commercial bank in India or country of the tenderer, in favour of the "HLL Lifecare Limited" payable at New Delhi. In case of bank guarantee, the same is to be provided from any commercial bank in India or country of the tenderer as per the format specified under Section XIII in these documents.
- 19.5 The earnest money shall be valid for a period of forty-five (45) days beyond the validity period of the tender. As validity period of Tender as per Clause 20 of GIT is 120 days, the EMD shall be valid for 165 days from Techno – Commercial Tender opening date.
- 19.6 Unsuccessful tenderers' earnest money will be returned to them without any interest, after expiry of the tender validity period, but not later than thirty days after conclusion of the resultant contract. Successful tenderer's earnest money will be returned without any interest, after receipt of performance security from that tenderer.
- 19.7 Earnest Money is required to protect the purchaser against the risk of the Tenderer's conduct, which would warrant the forfeiture of the EMD. Earnest money of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the purchaser. The successful tenderer's earnest money will be forfeited without prejudice to other rights of Purchaser if it fails to furnish the required performance security within the specified period.

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

20. Tender Validity

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

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

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

21. Digital Signing of Tender

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

D. SUBMISSION OF TENDERS

22. Submission of Tenders

22.1 The tender shall be submitted online only.

- (i) Pre-qualification and Technical compliance as per following documents (**ONLY Online submissions for all the documents.**)
 - a) Manufacturer's authorization in case bid is submitted by an Indian agent (A declaration must be attached here in case directly quoted by a manufacturer or a document establishing the relation of the Indian office with the manufacturer in case quoted by Indian office of the manufacturer).
 - b) Tender Form as per section X.
 - c) Compliance of all terms and conditions of TED like- warranty, delivery period, delivery terms, payment terms etc
 - d) Declaration regarding Fall Clause and Deregistration, debarment from any Govt Dept/ Agencies
 - e) Copy of PAN.
 - f) Certificate of Incorporation/Declaration being a proprietary firm.

- g) Annual report of last 03 years (Balance sheet and Profit & Loss Account) in pdf format.
- h) Name, address and details of account with respect to bidder and/or beneficiary of L/C.
- i) Quality Control Requirements as per Section VIII
- j) Performance statement along with required PO copies and its corresponding end user's satisfactory performance certificate as per section IX.
- k) Technical Bid along with clause-by-clause technical compliance statement for the quoted goods vis-à-vis the Technical specifications along with product catalogue and data sheet in the tender enquiry.
- l) 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.
- m) The original proforma invoices from the foreign principal will be applicable in case of 100% subsidiary companies incorporated in India also.
- n) In case the bidder quotes an equipment of a foreign manufacturer and submits the documents as per Clause 22.1 (i) l & m from the subsidiary company of the foreign Original Equipment Manufacturer in India, the bidder must submit the Power of Attorney given to the subsidiary company by the foreign Original Equipment Manufacturer, authorizing it to do business and perform all obligations for and on behalf of the foreign manufacturer company, in India.

(ii) PRICE BID (ONLY ONLINE).

1. The tenderers must ensure that they submit the on-line tenders not later than the closing time and date specified for submission of tenders.
2. Along with price bid recent purchase order copies for the same model and technical configuration issued by institute of National importance / reputed central / state government institute should be uploaded in pdf form for price reasonability.
3. The bidder should submit the original proforma invoice from the foreign manufacturer along with the price bid.
4. The bidder should not quote in Indian Rupees any foreign products, which are not already imported at the time of submitting the tender. Price bid in INR, if the product is not imported in India will not be considered and will be ignored.

23. Late Tender

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

24. Alteration and Withdrawal of Tender

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

E. TENDER OPENING

25. Opening of Tenders

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

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

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

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

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

F. SCRUTINY AND EVALUATION OF TENDERS

26. Basic Principle

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

27. Scrutiny of Tenders

- 27.1 The Purchaser will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed stamped and whether the Tenders are generally in order.
- 27.2 Prior to the detailed evaluation of Price Tenders, pursuant to GIT Clause 34, the Purchaser will determine the substantial responsiveness of each Tender to the TE Document. For purposes of these clauses, a substantially responsive Tender is one, which conforms to all the terms and conditions of the TE Documents without material deviations. Deviations from, or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 5), Warranty (GCC Clause 15), EMD (GIT Clause 19), Taxes & Duties (GCC Clause 20), Force Majeure (GCC Clause 26) and Applicable law (GCC Clause 31) will be deemed to be a material deviation. The Purchaser's determination

of a Tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence

- 27.3 If a Tender is not substantially responsive, it will be rejected by the Purchaser and cannot subsequently be made responsive by the Tenderer by correction of the nonconformity.
- 27.4 The tenders will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the TE document. The tenders, which do not meet the basic requirements, are liable to be treated as non-responsive and will be summarily ignored.
- 27.5 The following are some of the important aspects, for which a tender shall be declared non-responsive during the evaluation and will be ignored;
- (i) The bidder has submitted hard copy of financial bid (only online submission price bids are allowed).
 - (ii) Tender is unsigned.
 - (iii) Tender validity is shorter than the required period.
 - (iv) Required EMD (Amount, validity etc.)/ exemption documents have not been provided.
 - (v) Tenderer has quoted for goods manufactured by other manufacturer(s) without the required Manufacturer's Authorisation Form as per Section XIV.
 - (vi) Tenderer has not agreed to give the required performance security of required amount in an acceptable form in terms of GCC clause 5, read with modification, if any, in Section - V – "Special Conditions of Contract", for due performance of the contract.
 - (vii) Deleted
 - (viii) Tenderer has not agreed to other essential condition(s) specially incorporated in the tender enquiry like terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law.
 - (ix) Poor/ unsatisfactory past performance.
 - (x) Tenderers who stand deregistered/banned/blacklisted by any Govt. Authorities.
 - (xi) Tenderer is not eligible as per GIT Clauses 5.1 & 17.1.
 - (xii) Tenderer has not quoted for the entire quantity as specified in the List of Requirements in the quoted schedule.
 - (xiii) Tenderer has not agreed for the delivery terms and delivery schedule.

28. Minor Infirmary/Irregularity/Non-Conformity

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

29 Discrepancies in Prices

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

29.3 If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause 29.1 and 29.2 above.

29.4 If, as per the judgement of the purchaser, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the tenderer by registered / speed post. If the tenderer does not agree to the observation of the purchaser, the tender is liable to be ignored.

30. Discrepancy between original and copies of Tender

30.1 Deleted

31. Qualification Criteria

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

32. Conversion of tender currencies to Indian Rupees

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

33. Schedule-wise Evaluation

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

34. Comparison of Tenders

34.1 Unless mentioned otherwise in Section – III – Special Instructions to Tenderers and Section – VI – List of Requirements, the comparison of the responsive tenders shall be carried out on Delivery Duty Paid (DDP) consignee site basis. The quoted turnkey prices and CMC prices will also be added for comparison/ranking purpose for evaluation. **“Net Present value (NPV) of the Comprehensive Annual Maintenance charges (CMC) quoted for 5 years after the warranty period shall be added to the bid price for evaluation and will be calculated after discounting the quoted price by a discounting factor of 10% per annum.**

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

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

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

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

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

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

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

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

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

36. Tenderer's capability to perform the contract

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

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

37. Contacting the Purchaser

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

G. AWARD OF CONTRACT

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

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

39. Award Criteria

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

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

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

41. Notification of Award

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

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 price quote) within 21 days from the date of NOA.**
- 42.3 The Purchaser/Consignee reserves the right to issue the Notification of Award.
- 42.4 Within 2 weeks of receipt of the NOA, the bidder should send a set of service & operational manual (hard copy) to the HLL, BME group. This is apart from the documents accompanying the consignment.
- 42.5 A schedule of supply as well as scope of supply should be confirmed prior to issue of NOA. This will be an attachment to the NOA. The scope of supply should include the model, name of manufacturer and country of origin of all equipment & components
- 42.6 The supplier should carry out the preventive maintenance & comprehensive maintenance as per manufacturer & protocol. The copy of the report shall be submitted to HLL.

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 anything of value to influence the action of a public official in the procurement process or in contract execution; and
- (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among 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	27
B	8 to 10	TE documents	No Change	27
C	11 to 21	Preparation of Tenders	Change	27
D	22 to 24	Submission of Tenders	Change	27
E	25	Tender Opening	No Change	27
F	26 to 37	Scrutiny and Evaluation of Tenders	No Change	27
G	38 to 46	Award of Contract	No Change	27

SUBMISSION OF e-TENDERS

- (i) All the necessary documents as prescribed in the NIT shall be prepared and scanned in different files (in PDF format as prescribed) and uploaded for on-line submission of Proposal.
- (ii) Except Tender Fee and EMD, all document(s)/ information(s) including the Financial Proposal (i.e. FORMAT FOR SUBMISSION OF FINANCIAL PROPOSAL) should be uploaded **online only** in the prescribed format given in the website. No other mode of submission shall be acceptable.
- (iii) The prospective bidders may **scan the documents in low resolution (75 to 100 DPI)** instead of 200 DPI. The documents may be scanned for further lower resolution (if possible). This would reduce the size of the Cover and would be uploaded faster.
- (iv) The 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.
- (v) The file name of price bid should match the file of the price bid format uploaded by the purchaser in the portal. This can be downloaded from the **Notes & Attachment** under **Details** of item when the event is in **Display Mode**.

SECTION - IV

GENERAL CONDITIONS OF CONTRACT (GCC) TABLE OF CLAUSES

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GENERAL CONDITIONS OF CONTRACT (GCC)

1. Application

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

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 thirty (30) days from date of the issue of notification of award by the Purchaser/ Consignee, the supplier, shall furnish performance security to the Purchaser/ Consignee for an amount equal to ten percent (10%) of the total value of the contract, valid up to sixty (60) days after the date of completion of all contractual obligations by the supplier, including the warranty obligations, initially valid for a period of minimum 42 months from the date of Notification of Award
- 5.2 The Performance security shall be denominated in Indian Rupees or in the currency of the contract as detailed below:

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 twenty-one (21) days of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended
- 5.5 The supplier shall enter into Annual Comprehensive Maintenance Contract as per the 'Contract Form – B' in Section XVI with consignee, 3 (three) months prior to the completion of Warranty Period. The CMC will commence from the date of expiry of the Warranty Period.
- 5.6 Subject to GCC sub – clause 5.3 above, the Purchaser/Consignee will release the Performance Security without any interest to the supplier on completion of the supplier's all contractual obligations including the warranty obligations & after receipt of Consignee wise bank guarantee for CMC security in favour of Head of the Hospital/ Institute/ Medical College of the consignee as per the format in Section XV.

6. Technical Specifications and Standards

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

7. Packing and Marking

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

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

- a. contract number and date
- b. brief description of goods including quantity
- c. packing list reference number
- d. country of origin of goods
- e. consignee's name and full address and
- 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 Principal/ Foreign supplier shall also have the equipment inspected by recognised/ reputed agency like SGS, Lloyd, Bureau Veritas, TUV prior to despatch at the supplier's cost and furnish necessary certificate from the said agency in support of their claim.

8.9 **Following delivery of the items, inspection by HLL at site will be carried out to verify the quantity and quality of goods.**

9. Terms of Delivery

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

10. Transportation of Goods

10.1 Instructions for transportation of imported goods offered from abroad:

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

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

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

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

11. Insurance:

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

i) in case of supply of domestic goods on Consignee site basis, the supplier shall be responsible till the entire stores contracted for arrival in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured for an amount equal to 110% of the value of the goods from ware house to ware house (consignee site) on all risk basis. The insurance cover shall be obtained by the Supplier and should be valid till 6 months after the receipt of goods by the Consignee.

ii) in case of supply of the imported goods on CIP Named port of Destination Basis, the additional extended Insurance (local transportation and storage) would be borne by the Supplier from the port of entry to the consignee site for a period including 6 months beyond date of delivery for an amount equal to 110% of the overall expenditure to be incurred by the purchaser from ware house to ware house (consignee site) on all risk basis.

If the equipment is not commissioned and handed over to the consignee within 6 months, the insurance will have to be extended by the supplier at their cost till the successful installation, testing, commissioning and handing over of the goods to the consignee. In case the delay in the installation and commissioning is due to handing over of the site to the supplier by the consignee, such extensions of the insurance will still be done by the supplier, but the insurance extension charges at actuals will be reimbursed.

12. Spare parts

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

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

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

13. Incidental services

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

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

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

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

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

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

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

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

B) For goods imported from abroad

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

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

15. Warranty

The supplier is to assure uninterrupted service

15.1 Complete system including labour & spares should have comprehensive onsite warranty for three years; commencing from the date of issue of installation certificate (FAC) by the institute. Post guarantee annual comprehensive maintenance contract (CMC) to cover main equipment/ civil construction including all accessories supplied with the unit should be quoted separately for additional five years with year wise break up. The warranty charges shall not be quoted separately otherwise the offer shall be summarily rejected. The price comparison shall be made taking into account on basic price and post warranty CMC.

- Incremental Cost (if any) for, up gradation, if required, should form part of the contract for the Warranty and Post Warranty period.
- The Supplier (manufacturer) shall set-up a maintenance base to provide maintenance service, of the entire turnkey system being offered, at short notice during the warranty and post warranty period. **The technical maintenance personnel of the supplier responsible for supervision and maintenance shall be available to reach the site(s) within 1 hours' notice.**

- If the performance of any individual equipment or system is not satisfactory, the same shall be replaced by the supplier free of cost.
 - If it is found that to meet the performance criteria, any extra equipment is required the same will be provided free of cost by the supplier.
 - All faults appearing and their rectification shall be periodically advised to the institute, the period being not more than a month.
 - Any lacuna or lacunae noticed in the functioning of the installation as a result of any design feature shall be rectified by the supplier free of cost.
 - The Supplier shall fully associate with the engineers and technicians of the Institute during installation, testing, commissioning, operation and maintenance period.
 - 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.
 - a. The **warranty** shall remain valid for 36 months from the date of installation & commissioning with a regular up gradation of newer technology as and when evolved followed by a CMC for a period of 5 (Five) Years for all the equipment after the goods or any portion thereof as the case may be, have been delivered to the final destination and installed and commissioned at the final destination and accepted by the purchaser/ CONSIGNEE in terms of the contract, unless specified otherwise in the SCC.
 - b. No conditional warranty like mishandling, manufacturing defects etc. will be acceptable.
 - c. Warranty as well as Comprehensive Maintenance contract will be inclusive of all accessories and Turnkey work. No conditional warranty will be acceptable.
 - a. Warranty as well as Comprehensive Maintenance contract will be inclusive of all accessories and Turnkey work and it will also cover the following wherever applicable:-
 - Any kind of motor.
 - Plastic & Glass Parts against any manufacturing defects.
 - All kind of sensors.
 - All kind of coils, probes and transducers.
 - Printers and imagers including laser and thermal printers with all parts.
 - UPS including the replacement of batteries.
 - Air-conditioners
 - All kinds of painting, civil, HVAC and electrical work
 - b. Replacement and repair will be under taken for the defective goods.
 - c. Proper marking has to be made for all spares for identification like printing of installation and repair dates.
- 15.3 In case of any claim arising out of this warranty, the Purchaser/Consignee shall promptly notify the same in writing to the supplier. The period of the warranty will be as per G.C.C clause number 15.2 above irrespective of any other period mentioned elsewhere in the bidding documents.
- 15.4 Upon receipt of such notice, the supplier shall, within 8 hours on a 24(hrs) X 7 (days) X 365 (days) basis respond to take action to repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced parts/goods thereafter. The penalty clause for non-rectification will be applicable as per tender conditions

- 15.5 In the event of any rectification of a defect or replacement of any defective goods during the warranty period, the warranty for the rectified/replaced goods shall be extended till the completion of the original warranty period of the main equipment.
- 15.6 If the supplier, having been notified, fails to respond to take action to repair or replace the defect(s) within 8 hours on a 24(hrs) X 7 (days) X 365 (days) basis, the purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the purchaser may have against the supplier.
- 15.7 During Warranty period, the supplier is required to visit at each consignee's site at least once in 6 months commencing from the date of the installation for preventive maintenance of the goods
- 15.8 The Purchaser/Consignee reserve the rights to enter into Annual Comprehensive Maintenance Contract between Consignee and the Supplier for the period as mentioned in Section VII, Technical Specifications after the completion of warranty period.
- 15.9 The supplier along with its Indian Agent and the CMC provider shall ensure continued supply of the spare parts for the machines and equipments supplied by them to the purchaser for 10 years from the date of installation and handing over.
- 15.10 The Supplier along with its Indian Agent and the CMC Provider shall always accord most favoured client status to the Purchaser vis-à-vis its other Clients/Purchasers of its equipments/machines/goods etc. and shall always give the most competitive price for its machines/equipments supplied to the Purchaser/Consignee.

16. Assignment

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

17. Sub Contracts

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

18. Modification of contract

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

convey its views to the Purchaser/Consignee within twenty-one days from the date of the supplier's receipt of the Purchaser's/Consignee's amendment / modification of the contract.

19. Prices

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

20. Taxes and Duties

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

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

21. Terms and Mode of Payment

21.1 Payment Terms

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

A) Payment for Domestic Goods Or Foreign Origin Located Within India.

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

a) On delivery:

Seventy (70%) payment of the delivered goods price shall be paid on receipt of goods in good condition and upon the submission of the following documents:

- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Consignee Receipt Certificate as per Section XVII in original issued by the authorized representative of the consignee;
- (iii) Two copies of packing list identifying contents of each package;
- (iv) Inspection certificate issued by the nominated Inspection agency, if any.
- (v) Insurance Certificate as per GCC Clause 11 and documents also to be submitted for payment confirming that dispatch documents has already been sent to all concerned as per the contract within 24 hours;
- (vi) Certificate of origin.
- (vii) Manufacturer's warranty certificate

b) Twenty (20%) payment of the delivered goods price shall be paid on installation and commissioning upon submission of following document:-

Installation and commissioning certificate in original issued by the consignee

c) On Acceptance:

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

- d) Payment of Other services, installation commissioning charges:- Payment of other services, labour, installation and commissioning charges etc. will be paid only after issuance of final acceptance certificate by the consignee.

B) Payment for Imported Goods:

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

a) On Shipment:

Seventy (70)% of the net CIP price (CIP price less Indian Agency commission) of the goods shipped shall be paid through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the supplier in a bank in his country and upon submission of documents specified hereunder:

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

- b) Twenty (20)% of the net CIP price (CIP price less Indian Agency commission) of the goods shipped shall be paid through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the supplier in a bank in his country and upon submission of the following document

i) Installation and commission certificate issued by the end user

c) On Acceptance:

Balance payment of 10% of net CIP price of goods would be made against 'Final Acceptance Certificate'(FAC) as per Section XVIII to be issued by the consignees through irrevocable, non-transferable Letter of Credit (LC) opened in favour of the Foreign Principal in a bank in his country, subject to recoveries, if any. FAC need to be issued by the designated consignee after installation, commissioning, testing and one month of successful trial run of the equipment.

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

e) Payment of Indian Agency Commission:

Indian Agency commission will be paid to the manufacturer's agent in the local currency for an amount in Indian rupees indicated in the relevant Price Schedule (as per prevailing rate of

exchange ruling on the date of Contract) and shall not be subject to further escalation / exchange variation.

C) Payment of Turnkey, if any:

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

D) Payment of Running, Maintenance and Operation for initial five year period after installation:- Deleted .

E) Payment for Annual Comprehensive Maintenance Contract Charges:

The consignee will enter into CMC with the supplier at the rates as stipulated in the contract. The payment of CMC will be made on six monthly basis after satisfactory completion of said period, duly certified by the consignee on receipt of bank guarantee for an amount equivalent to 2.5 % of the cost of the equipment as per contract valid till 2 months after expiry of entire CMC period.

- 21.2 The supplier shall not claim any interest on payments under the contract.
- 21.3 Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other tax as applicable will be made from the bills payable to the Supplier at rates as notified from time to time.
- 21.4 Irrevocable & non – transferable LC shall be opened by the purchaser. However, if the supplier requests specifically to open confirmed LC, the extra charges would be borne by the supplier. If LC is required to be extended and/or amended for reasons not attributable to the purchaser/consignee, the charges thereof shall be borne by the supplier.
- 21.5 The payment shall be made in the currency / currencies authorised in the contract.
- 21.6 The supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date, to the purchaser.
- 21.7 While claiming payment, the supplier is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the supplier for claiming that payment has been fulfilled as required under the contract.
- 21.8 While claiming reimbursement of duties, taxes etc. (like sales tax, excise duty, custom duty) from the Purchaser/Consignee, as and if permitted under the contract, the supplier shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the supplier) shall refund to the Purchaser/ Consignee forthwith.
- 21.9 In case where the supplier is not in a position to submit its bill for the balance payment for want of receipted copies of Inspection Note from the consignee and the consignee has not complained about the non-receipt, shortage, or defects in the supplies made, balance amount will be paid by the paying authority without consignee's receipt certificate after three months from the date of the preceding part payment for the goods in question, subject to the following conditions:
- (a) The supplier will make good any defect or deficiency that the consignee (s) may report within six months from the date of despatch of goods.
 - (b) Delay in supplies, if any, has been regularized.
 - (c) The contract price where it is subject to variation has been finalized.
 - (d) The supplier furnishes the following undertakings:

“I/We, _____ certify that I/We have not received back the Final Acceptance Certificate duly receipted by the consignee or any communication from the purchaser or the consignee about non-receipt, shortage or defects in the goods supplied. I/We _____ agree to make good any

defect or deficiency that the consignee may report within three months from the date of receipt of this balance payment.

22. Delivery

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

22.6 Passing of Property:

- 22.6.1 The property in the goods shall not pass to the purchaser unless and until the goods have been delivered to the consignee in accordance with the conditions of the contract.
- 22.6.2 Where there is a contract for sale of specific goods and the supplier is bound to do something to the goods for the purpose of putting them into a deliverable state the property does not pass until such thing is done.
- 22.6.3 Unless otherwise agreed, the goods remain at the supplier's risk until the property therein is transferred to the purchaser.

23. Liquidated damages

- 23.1 Subject to GCC clause 26, if the supplier fails to deliver or install /commission any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract 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.

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 e mail 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 **GOVERNING LAWS AND JURISDICTION & ARBITRATION: GOVERNMENT-DPE**

This contract, its meaning and interpretation and the relations between the parties shall be governed by the laws of Union of India and this Agreement is subject to the exclusive jurisdiction of Delhi Courts only.

In the event of any disputes, controversies or claims arising out of or in connection with this Agreement/MOU or the breach, termination or invalidity thereof the parties shall at first instance endeavor to amicably resolve / reconcile by mutual discussion / reconciliation in good faith. If the dispute, difference, controversies/differences of opinion, breaches and violation arising from or related to the agreement cannot be resolved within 30(Thirty) days of commencement of reconciliations / discussions, in such case, **the same shall be finally referred by either party to the arbitration to one of the Arbitrators in the Department of Public Enterprises to be nominated by the Secretary to the Government of India, Department of Public Enterprises.** The Arbitration and Conciliation Act 1996 shall not be applicable to the Arbitration under this clause. The award of the Arbitrator shall be binding upon both the Parties, provided, however, any party aggrieved by such award may make a further reference for setting aside on revision of award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary, when so authorized by the Law Secretary, whose decision shall bind the parties finally and conclusively. The Parties in the dispute will share equally the cost of arbitration as intimated by the Arbitrator.”

GOVERNING LAWS AND JURISDICTION & ARBITRATION: PRIVATE

This contract, its meaning and interpretation and the relations between the parties shall be governed by the laws of Union of India and this Agreement is subject to the exclusive jurisdiction of Delhi Courts only.

In the event of any disputes, controversies or claims arising out of or in connection with this Agreement/MOU or the breach, termination or invalidity thereof the parties shall at first instance endeavor to amicably resolve / reconcile by mutual discussion / reconciliation in good faith. If the dispute, difference, controversies/differences of opinion, breaches and violation arising from or related to the agreement cannot be resolved within 30(Thirty) days of commencement of reconciliations / discussions, in such case, **the same shall be finally referred by either party to CMD,HLL for appointment of an Arbitrator.** The arbitration proceedings shall be in accordance with Arbitration and Conciliation Act 1996, and any modification/ amendment thereof. The Parties in the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

30.3 Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., New Delhi, India.

30.4 Jurisdiction of the court will be from the place where the tender enquiry document has been issued, i.e., New Delhi, India

31. Applicable Law

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

32. Withholding and Lien in respect of sums claimed

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

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

33. General/ Miscellaneous Clauses

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

SECTION – V

SPECIAL CONDITIONS OF CONTRACT (SCC)

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

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

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

SECTION - VI

LIST OF REQUIREMENTS

Part –I

Sl.N	Name of the item	Quantity(Nos)	Warranty Period (Yrs)	CMC Period (Yrs)
1	Anechoic Chamber, Amplifier room, Control room, Auxiliary testing room and Testing equipment	1	3	5

Part II: Required Delivery Schedule:

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

150 days from date of Notification of Award to delivery, installation and commissioning at consignee site. The date of delivery will be the date of delivery at consignee site (Tenderers may quote earliest delivery period). 150 days is inclusive of installation and commissioning.

b) For Imported goods directly from foreign:

150 days from the date of opening of L/C. (Tenderers may quote the earliest delivery period). 150 days is inclusive of installation and commissioning. For delayed delivery and/ or installation and commissioning liquidated damages will get applied as per GCC clause 23.

Note: Deleted

Part III: Scope of Incidental Services:

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

Part IV:

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

Part V:

Warranty period as per details in general technical specification and as specified in Part I above. Warranty period will be 36 months from the date of installation, commissioning and acceptance or 42months from the date of last shipment/dispatch, whichever is earlier.

Part VI:

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

Part VII:

Required Terms of Delivery and Destination.

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

At Consignee Site(s)

b) For Imported goods directly from abroad:

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

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

Insurance (local transportation and storage) would be extended and borne by the Supplier from ware house to the consignee site for a period including 6 months beyond date of delivery.

Destination/Consignee details are given in Section XXI

Section – VII

Technical Specifications

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

Note 2: General: Bidders are requested to make sure that they should attach the list of equipments for carrying out routine and preventive maintenance wherever asked for and should make sure that Electrical Safety Analyzer / Tester for Medical equipments to periodically check the electrical safety aspects as per BIS Safety Standards IS-13540 which is also equivalent to IEC electrical safety standard IEC-60601 is a part of the equipments. If the Electrical Safety Analyzer/Tester is not available they should provide a commitment to get the equipments checked for electrical safety compliance with Electronic Regional Test Labs / Electronics Test and Development Centres across the country on every preventive maintenance call.

Note 3: Adequate training of personnel and non-locked open software and standard interface interoperability conditions for networked equipment in hospital management information system (HMIS)

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

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

Note 4: DISMANTLING AND DEMOLISHING

Providing all tools, tackles, manpower for demolishing /dismantling, alteration/ addition for lime concrete, cement concrete, R.C.C, R.B work, precast concrete or stone slabs in walls, partition walls, stone rubble masonry, dressed stone work, ashlar face stone work, marble work or precast concrete work, dismantling doors, windows and clerestory window (steel or wood) shutter including chowkhats, architrave, holdfasts etc. CI or asbestos rain water pipes of any diameter with fittings and clamps, dismantling G.I. pipes (external work) including excavation and refilling trenches after taking out the pipes, taking out doors, windows and clerestory window shutters (steel or wood), wood work in frames, trusses, purlins and rafters, dismantling steel work in single sections including dismembering and stacking, dismantling steel work in built up sections in angles, tees, flats and channels including all gusset plates, bolts, nuts, cutting rivets, welding etc., old plaster or skirting raking out joints and cleaning the surface for plaster, dismantling of R.C.C. spun vent shaft including excavating the cement concrete pit completely, taking out the shaft, refiling the excavated gap, stacking the useful materials near the site extra for cutting reinforcement bars, Dismantling aluminium/ Gypsum partitions doors, windows, fixed glazing and false ceiling including disposal of unserviceable surplus material and stacking of serviceable material within 1000 meters lead and any other work as directed by engineer-in-charge.

Disposal of building rubbish/ malba/ similar unserviceable, dismantled or waste materials by mechanical means, including loading, transporting, unloading to approved municipal dumping ground or as approved by Engineer-in-charge.

TECHNICAL SPECIFICATIONS SCHEDULE NO 1

<u>SPECIFICATION OF SEMI ANECHOIC CHAMBER (SAC) AND TESTING EQUIPMENT FOR SETTING UP OF EMI/EMC TESTING LABORATORY (MEDICAL EQUIPMENT)</u>		
Bidder shall be responsible for complete design, construction, supply, testing and commissioning of anechoic chamber, amplifier room control room and auxiliary testing room along with necessary testing equipment on turnkey basis		
The test system shall be a full compliant fully automated radiated susceptibility and radiated emission test system for testing of Medical equipment's as per IEC/ EN/ CISPR standards. The main product standard is IEC 60601-1-2 which refer to generic standard, IEC 61000-4-3 (latest edition) and CISPR 11 (latest edition) & CISPR 16-1-4 (latest edition). The scope is to design, supply, integrate, install and commission the system with the 3m anechoic chamber.		
Part A: Anechoic chamber , Control Room & Amplifier Room		
Part B: Radiated susceptibility and Emission (Radiated & Conducted) Test system		
Part C: ESD, EFT, Surge, Conducted RF, Magnetic Field and Voltage Dips (Conducted susceptibility)		
Part D: Harmonics & Flicker Emission		
PART A: ANECHOIC CHAMBER		
A.1 CHAMBER PERFORMANCE		
SN	Parameter	Specification
1	Chamber Size	3 m Ferrite Tiled Hybrid Semi Anechoic Chamber
2	Range of EUT	Medical and Scientific equipment Max EUT Rating: AC: 230V, 16A, 50Hz, 1 phase or 440V, 32A, 50Hz, 3 phase Gas Outlets: should provide the provision for medical gas outlets (O2, Air 4, N2O) inside the chamber, pipe diameter 12mm
3	Standards	Product Standard : IEC 60601-1-2 Edition4, 2014-02 Generic standards : Emission: CISPR 11, CISPR 16-1-4, IEC 61000-3-2, ANSI C63.4 Immunity: IEC 61000-4-2, IEC 61000-4-3 ,IEC 61000-4-5, IEC 61000-4-6, IEC 61000-4-8, IEC 61000-4-11
4	Measurement distance	3 meter Measurement range for Emission and Immunity.
5	Quiet zone (QZ)	Diameter 2m and Height 2m
6	Frequency range	Radiated immunity: 80 MHz – 6 GHz Radiated Emission: 30 MHz – 6 GHz
7	Chamber Performance Criteria	Shielding Effectiveness (SE): Magnetic Field : 80dB from 10kHz – 1MHz Electric Field : 100dB from 1MHz – 1GHz Microwave Field : 100dB from 1Ghz – 18GHz Normalized Site attenuation (NSA): ±3.5dB from 30MHz – 1GHz at 3mtr distance in the above defined Quiet Zone(QZ), as per ANSI C63.4, CISPR 16-1-4

		<p>Site voltage standing wave ratio (SVSWR) : < 6 dB for 1 GHz – 18 GHz, As per CISPR 16-1-4 ,ANSI C63.4</p> <p>Field Uniformity (FU): 0 to +6 dB at 80 MHz – 6 GHz (75% points in 16 points) As per IEC 61000-4-3, with Amplifier in linear region as described in the latest edition of the standard.</p>
A.2	Chamber Materials, Dimensions and Rating	
1	Dimension	8.5m ±0.2m (L) x 5m±0.2m (W) x 5m(H) Minimum working space inside the chamber. Vendor should quote suitable chamber to be accommodated in the space provided. The schematic of the lab is attached in the tender for your reference
2	Shielding Material	Pan type Shielding panels made of 2mm thick Galvanized steel, with galvanization thickness (Zinc Coating) of 275 g/m ² , bolted together with RF gaskets between the panels.
3	RF Absorbers	Sufficient coverage non drooping, Hybrid Absorbers with Ferrite Base and RF Absorber matched perfectly to achieve the above chamber performance. High field withstanding capacity (at least 200V/m) Fire retardant as per UL/DIN/IEC preferably NRL tests 1,2,3 / class B2 as per DIN 4102. clean room compatible absorbers according to ISO 14644-1 class 5 / class 100000
4	Floor Absorbers	Movable type partially covering absorbers of specific type and numbers suitable for Immunity testing and Emission testing as per standards
5	Ground plane & Floor	Raised floor of 30cm height with load bearing capacity of at least 1000kg/m ² . Ground plane made of hot galvanized steel 2mm thickness. Anti-moisture mat to be provided under the shielded floor to avoid ingress of moisture/against raising humidity. Clean walk multi sheeted mat located inside main door to reduce dirt tracked into chamber. Mat has same width as that of shielded door Suitable below floor clearance for turntable installation
6	RF shielded Door (Main)	1.8m x 2.1m Knife edge double leaf door/sliding door, electrically/pneumatically operated. “Test in progress” Display with Interlock Switch. Should be able to shut off the RF in the event of door being opened during Immunity Testing. Should accept load of 1000Kg at door point Provide manual chamber access ramp or optionally quote automatic ramp facility Should provide door maintenance kit
7	RF shielded Door between SAC & CR	One (1) - 1.2m(W) x 2.1m(H) clear opening single leaf electrically/pneumatically operated RF shielded swing door and limit switch to accommodate immunity interlock Should have “Test in progress” Display
8	Ventilation	Ventilation to be provided through Honeycomb Waveguide air vents with cut off Freq of 18 GHz. Quantity & Size to be decided by the Vendor depending on the flow, to maintain the required environmental conditions inside the chamber.

9	Cable ducting	Provisions to run RF & Power cables separately below the Raised floor with suitable dedicated Ducts.
10	Access Hatches	Required no of Access hatches near turn table, Antenna Mast on the Ground plane (Raised floor) with Power outlets and RF Connectors.
11	Connector panels & Penetration panels between SAC and amplifier room	Suitable size panels containing: N type (F) connectors (with caps on both sides) - 4nos. SMA type connectors - 2 nos 7/16 DIN connectors (with caps on both sides) – 2 Nos.
12	Connector panels & Penetration panels between SAC and control room	Suitable size panels containing: N type (F) connectors (with caps on both sides) - 4nos. BNC (f) - 3 nos SMA type connectors - 2 nos 7/16 DIN connectors (with caps on both sides) – 2 Nos. FSMA penetration for FO cables - 4 pairs 1” pipe penetration (18GHz)with cap – 1no 6 way FO feed through 18GHz cut off – 1no RS232, RS485, USB, LAN 1Gbps shielded optical converter - 1 set each
13	Connector panels & Penetration panels between SAC and outside	Suitable size panels containing: 1” pipe penetration (18GHz)with cap – 1no Blanks - 2 nos
14	Lighting	Sufficient nos (min 4) of EMI free LED light to illuminate the chamber with min 450 lux measured from 1 m from floor. Capable of withstanding the produced field strength. Arrangement for maintenance and replacement of LED bulbs to be provided by the bidder (Ladder) EMI Free Emergency lighting system with rechargeable battery backup to be provided above the exit door.
15	Power line filters	RF Power line Filters with 100dB insertion loss from 14kHz to 18 GHz For EUT Power: 1Ø 230V AC, 50Hz, 16A, 2 lines (1Ø+ neutral) - 2 nos 3 Ø - 4 Line, 440V, 50Hz, 32A – 1nos DC – 2 line – 300V – 50A – 1no Telephone Line Filter for connecting 1 analogue phone For Lighting : 1Ø – 2 line, 230V, 50Hz, - 16A – 1no For Antenna Mast & Turntable : 1Ø – 2 line, 230V, 50Hz, - 16A – 2no Filters for CCTV, Intercom and fire detection system to be considered
16	Electrical distribution panel	Power distribution box with ELCB, MCB or RCB – 1 no. Light ON/OFF switches as per requirement ON/OFF control switches one each for turn table and antenna mast EUT outlets 3Ø & 1Ø separately

17	Turn Table	One medium duty turntable Diameter - 2m minimum Rotation: >360° with accuracy of ± 1° Weight bearing of Min 1000kg Terminal box for EUT Power in the center of the turntable with access cover plate on top. Remotely controlled through the controller in the control room through FO cable.
18	Antenna mast	Antenna Mast of 1-4m scan with accuracy ± 2cms or better. Weight carrying capacity of minimum 10 kg Antenna weight, with Centre line polarization and Variable speed drive. Remotely controlled through the controller in the control room through FO cable.
19	Device controller	Dual Device controller to control the Turntable and Antenna Mast from Control room with manual control and through Emission software. Compatible to integrate with the radiated immunity and emission test system software
20	EUT Monitoring system	Shielded CCTV System to include the following : 1. One (1) Shielded FHD Digital Camera mains operated, having Pan Tilt, 330° rotation and zoom (at least 20x Optical zoom and 10x digital zoom) fixed on the wall of the chamber looking at the EUT. 2. One(1) Shielded FHD Digital Camera with battery pack, audio system having Pan Tilt, 330° rotation and zoom(at least 20x Optical zoom and 10x digital zoom) fixed on the tripod and can be moved very close to the EUT. 3. One (1) Controller with joystick in the Control room, with FO cables to Cameras. 4. One (1) FHD Video recorder option with at least 1TB hard disk. 5. Two (2) FHD LED 42” monitor in control room. 6. Shielded up to at least 200 V/m & 18GHz.
21	Ground stud	Threaded brass ground stud along with earth cable. Dedicated earth pit is the responsibility of Vendor.
22	Chamber design	Chamber design will be carried out by the Vendor and work may be started after approval from HLL. If HLL suggests any changes in agreement with Vendor e.g. chamber location, control room location or any other , it may be carried out at no extra cost.
A.3	RF Shielded Control Room	
1	Dimension	4x6x3 m minimum
2	Door	One (1) - 1.2m(W) x 2.1m(H) clear opening single leaf electrically/pneumatically operated RF shielded swing door
3	Ventilation	Ventilation to be provided through Honeycomb Waveguide air vents with cut off Freq of 18 GHz. Quantity & Size to be decided by the Vendor depending on the flow, to maintain the required environmental conditions inside the CR.

4	Power line filters	RF Power line Filters with 100dB insertion loss from 14kHz to 18 GHz For Instrumentation : 3 ϕ - 4 Line, 440V, 50Hz – 30A – 1no For Lighting : 1 ϕ – 2 line, 230V, 50Hz, - 16A – 1no Shielded optical converter for ethernet & Telephone Line (analogue) 1 each
5	Lighting	LED light to illuminate the CR with min 300 lux measured from 1 m from floor. Emergency lighting system with rechargeable battery backup to be provided above the CR door. Test in progress and signal lights over CR door
6	Electrical Distribution panel for CR	Power distribution box with ELCB, MCB or RCB – 1 no. Light ON/OFF switches as per requirement Power points (1P, 230V - 5/15A) with switch along the wall of the CR. 3P outlets at specific location.
7	Test environment	Ergonomically designed essential work table, equipment racks and associated furniture have to be supplied
A.4 RF shielded Amplifier Room		
1	Dimension	4x2x3 m minimum
2	Door	One (1) - 1.2m(W) x 2m(H) clear opening single leaf electrically/pneumatically operated RF shielded swing door
3	Ventilation	Ventilation to be provided through Honeycomb Waveguide air vents with cut off Freq of 18 GHz. Quantity & Size to be decided by the Vendor depending on the flow, to maintain the required environmental conditions inside the AR.
4	Power line filters	RF Power line Filters with 100dB insertion loss from 10kHz to 18 GHz For Instrumentation : 3 ϕ - 4 Line, 440V, 50Hz – 60A – 1no For Lighting : 1 ϕ – 2 line, 230V, 50Hz, - 16A – 1no Shielded optical converter for ethernet & Telephone Line 1 each
5	Lighting	Proper LED lighting is to be provided
6	Electrical Distribution panel for AR	Power distribution box with ELCB, MCB or RCB – 1 no. Light ON/OFF switches as per requirement ON/OFF switches for instruments with at least 3 extra for future
A.5 RF shielded Auxiliary testing Room (ATR)		
1	Dimension	6x2.5x3 m minimum
2	Door	Two(2) - 1.2m(W) x 2.1m(H) clear opening single leaf electrically/pneumatically operated RF shielded swing door
3	Ventilation	Ventilation to be provided through Honeycomb Waveguide air vents with cut off Freq of 18 GHz. Quantity & Size to be decided by the Vendor depending on the flow, to maintain the required environmental conditions inside the CR.

4	Power line filters	RF Power line Filters with 100dB insertion loss from 14kHz to 18 GHz For Instrumentation : 3 ϕ - 4 Line, 440V, 50Hz – 30A – 1no For Lighting : 1 ϕ – 2 line, 230V, 50Hz, - 16A – 1no Shielded optical converter for ethernet & Telephone Line (analogue) 1 each
5	Lighting	LED light to illuminate the room with min 300 lux measured from 1 m from floor. Emergency lighting system with rechargeable battery backup to be provided above the door. Test in progress and signal lights over the door
6	Electrical Distribution panel	Power distribution box with ELCB, MCB or RCB – 1 no. Light ON/OFF switches as per requirement Power points (1P, 230V - 5/15A) with switch along the wall of the CR. 3P outlets at specific location.
7	Test environment	Ergonomically designed essential work table, equipment racks and associated furnitures have to be supplied as per standards for (ESD, EFT, Surge, magnetic fields, voltage dips, harmonic & flicker, conducted RF testing)
A.6 General		
1	Chamber Design	Vendor Should provide design and drawing of the chamber layout for approval.
2	Interior Finishing for CR & auxiliary testing room	Should provide office-like interior finishing for control room & auxiliary testing room
3	Installation & Commissioning	Installation & Commissioning of chamber should be carried out by the Vendor.
4	Civil work	HLL will provide the space required for the chamber with rough concrete platform and leveling required for installation is to be carried out by the vendor
5	Fire detection and fire extinguishing system for SAC, CR, AR & Auxiliary testing room	VESDA /equivalent (air sampling) fire detection system with sufficient sampling for the Area of SAC & CR, along with primary fire extinguisher (CO2), hooter and provision for Manual/Automatic power shut off should be provided. Also provide two CO2 cylinders on manifold with 30m hose on roll
6	Electrical Wiring	HLL will provide required power at a location near to the chamber. All the wiring from supply to Distribution Boards and then to respective filters has to be provided with appropriate safety controls through ELCB, MCB and RCB's. All the wiring inside the SAC, CR , AR & ATR has to be provided with terminations to sockets with switches.

7	Air conditioning system (Chamber, CR, AR, ATR)	<p>Air conditioning system is to be installed as per recent international environment guidelines. Air conditioning system required for the chamber to maintain the temperature between 21 ± 3 °C will be provided by the Vendor.</p> <p>The Vendor shall design the system taking into account heat load inside the control room, amplifier room & auxiliary testing room considering rating of RF power amplifiers & the heat load inside the chamber considering filter rating. Please note that the chamber is installed where the temperature in summer is 35-45 °C and humidity 60-70%. Recommended tonnage is 25TR</p> <p>A/C work is a turnkey job, where vendor should by himself or by arranging it through highly professional A/C manufacturer/supplier.</p> <p>Ductable packaged A/C unit from reputed brands (Bluestar/Daikin/Voltas/Hitachi) recommended</p> <p>Effective humidity control should be provided</p> <p>Duct noise should be within the required safe level</p> <p>Duct should have adequate insulation and should provide return duct to package A/C unit</p>
8	Accessories	<p>The specifications provided above are minimum. Any other accessory required for testing shall be included in the offer and optional accessories shall be quoted separately.</p> <p>All the essential accessories set of interconnection cables including power cables, fiber optic cables with required length, switches, switch boards shall be supplied along with the test system.</p> <p>All electrical distribution system & accessories including connectors, wiring and conduit (internal and external) , accessories for air conditioning system and fire detection system shall be supplied with the system.</p>
9	Power supply	<p>The electrical equipment's shall be rated for operation with the following voltages;</p> <p>3Φ – 415 V AC \pm 10%, 50 Hz</p> <p>1Φ – 240 VAC \pm 10%, 50 Hz</p> <p>The Vendor shall provide the total power requirements along with the offer</p>
10	Data sheets	<p>The Vendor shall indicate make, country of manufacturing, model and year of manufacturing of all the instruments/materials in support of their claims. Datasheets, technical literature and brochures should be enclosed with the offer</p>
11	Experience	<p>Manufacturer shall have at least 10 years of experience in the field of manufacturing and installing similar systems including essential accessories. Also provide user list within and outside India.</p>

12	Chamber performance Testing by Accredited 3rd Party	Performance testing has to be done by an external ISO/IEC 17025 accredited third party lab. The testing procedure will be made according to test standard EN 50147-1, CISPR 16-1-4, EN 61000-4-3, ANSI C latest editions. The third party agency should make his own arrangements in bringing the test and measurement equipment required for the evaluation of shielding effectiveness of RF shielded chamber. The third party agency shall use their own equipment's and antennas which shall have valid calibration from an accredited lab. The agency details shall be provided and cost towards the same shall be borne by the bidder. The responsibility for arranging the 3rd party testing agency rests with vendor and cost towards the same should be included in the offer
13	Safety	The test system shall comply with the safety and EMI/EMC requirements of latest directives. The Vendor shall provide all the safety signs like RF hazards, shock hazards, hazardous smoke, gas etc. The Vendor shall provide display boards showing instructions / precautions to be taken during testing and in case of emergency/accident.
14	Logo	Both HLL & HLL logos to be fixed on rear wall.
15	Documentation	Technical, Safety, Operational, maintenance manual and service manual in soft as well as in hard copy should be provided
16	Pre-dispatch inspection	The pre-dispatch inspection of the equipments will be carried out by HLL/HLL at the place of manufacturing. The Vendor shall make all the arrangements for inspection for 3 (three) officials (including the cost) Note: pre-dispatch inspection should be arranged as a single event wherever possible, collecting all items to be dispatched at the factory site. This would save both labour & cost
17	Installation , Commissioning & Training	The supplier shall install & commission the chamber, instruments & provide training to HLL/HLL Engineers at HLL/HLL, Noida premises in the field of operation and maintenance & safety of the equipment.

Part B : RADIATED SUSCEPTIBILITY AND RADIATED EMISSION TEST SYSTEM

B.1	SYSTEM	
1	Fully automatic and integrated test system capable of doing automatic, manual full compliance testing	
2	Standards	Radiated immunity: Test levels as per IEC 60601-1-2 Edition 4 (Test level 10 V/m from 80MHz to 2.7GHz) with reference to IEC 61000-4-3 Radiated Emission: As per IEC 60601-1-2 Edition 4 (9KHz to 3 GHz) with reference to CISPR 11.
3	Equipment to be tested	Medical Equipment
B.2	RADIATED SUSCEPTIBILITY (Immunity) TEST SYSTEM	
1	Frequency Range	80 MHz to 6 GHz or better
2	Test level	30 V/m 80% AM or 54 V/m CW at 3m test distance
B.3	TEST EQUIPMENT	
1	RF Signal Generator	

1.1	Frequency range	9 kHz to 6GHz or more																																																																
1.2	Frequency error	< 1 ppm or better																																																																
1.3	Resolution	0.01 Hz or better																																																																
1.4	Frequency aging	1 ppm/year or better																																																																
1.5	Level	-120 dBm to + 5 dBm or more																																																																
1.6	Resolution	0.1 dB or better																																																																
1.7	Level uncertainty 200 kHz – 6GHz	≤ 0.5 dB																																																																
1.8	Harmonics ≤ 9 dBm, Freq > 1 MHz	< -30 dBc																																																																
1.9	Modulation	<p>AM, IEC/EN 61000-4-3. The following modulation methods as per Table 9 of IEC60601-1-2 shall be possible:</p> <p style="text-align: center;">Table 9 – Test specifications for ENCLOSURE PORT IMMUNITY to RF wireless communications equipment</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Test frequency (MHz)</th> <th>Band ^{a)} (MHz)</th> <th>Service ^{a)}</th> <th>Modulation ^{b)}</th> <th>Maximum power (W)</th> <th>Distance (m)</th> <th>IMMUNITY TEST LEVEL (V/m)</th> </tr> </thead> <tbody> <tr> <td>385</td> <td>380 – 390</td> <td>TETRA 400</td> <td>Pulse modulation ^{b)} 18 Hz</td> <td>1,8</td> <td>0,3</td> <td>27</td> </tr> <tr> <td>450</td> <td>430 – 470</td> <td>GMRS 460, FRS 460</td> <td>FM ^{c)} ± 5 kHz deviation 1 kHz sine</td> <td>2</td> <td>0,3</td> <td>28</td> </tr> <tr> <td>710</td> <td rowspan="3">704 – 787</td> <td rowspan="3">LTE Band 13, 17</td> <td rowspan="3">Pulse modulation ^{b)} 217 Hz</td> <td rowspan="3">0,2</td> <td rowspan="3">0,3</td> <td rowspan="3">9</td> </tr> <tr> <td>745</td> </tr> <tr> <td>780</td> </tr> <tr> <td>810</td> <td rowspan="3">800 – 960</td> <td rowspan="3">GSM 800/900, TETRA 800, IDEN 820, CDMA 850, LTE Band 5</td> <td rowspan="3">Pulse modulation ^{b)} 18 Hz</td> <td rowspan="3">2</td> <td rowspan="3">0,3</td> <td rowspan="3">28</td> </tr> <tr> <td>870</td> </tr> <tr> <td>930</td> </tr> <tr> <td>1 720</td> <td rowspan="3">1 700 – 1 990</td> <td rowspan="3">GSM 1800; CDMA 1900; DECT; LTE Band 1, 3, 4, 25; UMTS</td> <td rowspan="3">Pulse modulation ^{b)} 217 Hz</td> <td rowspan="3">2</td> <td rowspan="3">0,3</td> <td rowspan="3">28</td> </tr> <tr> <td>1 845</td> </tr> <tr> <td>1 970</td> </tr> <tr> <td>2 450</td> <td>2 400 – 2 570</td> <td>Bluetooth, WLAN, 802.11 b/g/n, RFID 2450, LTE Band 7</td> <td>Pulse modulation ^{b)} 217 Hz</td> <td>2</td> <td>0,3</td> <td>28</td> </tr> <tr> <td>5 240</td> <td rowspan="3">5 100 – 5 800</td> <td rowspan="3">WLAN 802.11 a/n</td> <td rowspan="3">Pulse modulation ^{b)} 217 Hz</td> <td rowspan="3">0,2</td> <td rowspan="3">0,3</td> <td rowspan="3">9</td> </tr> <tr> <td>5 500</td> </tr> <tr> <td>5 785</td> </tr> </tbody> </table> <p><small>NOTE: If necessary to achieve the IMMUNITY TEST LEVEL, the distance between the transmitting antenna and the ME EQUIPMENT OR ME SYSTEM may be reduced to 1 m. The 1 m test distance is permitted by IEC 61000-4-3.</small></p> <p><small>^{a)} For some services, only the uplink frequencies are included.</small></p> <p><small>^{b)} The carrier shall be modulated using a 50 % duty cycle square wave signal.</small></p> <p><small>^{c)} As an alternative to FM modulation, 50 % pulse modulation at 18 Hz may be used because while it does not represent actual modulation, it would be worst case.</small></p>	Test frequency (MHz)	Band ^{a)} (MHz)	Service ^{a)}	Modulation ^{b)}	Maximum power (W)	Distance (m)	IMMUNITY TEST LEVEL (V/m)	385	380 – 390	TETRA 400	Pulse modulation ^{b)} 18 Hz	1,8	0,3	27	450	430 – 470	GMRS 460, FRS 460	FM ^{c)} ± 5 kHz deviation 1 kHz sine	2	0,3	28	710	704 – 787	LTE Band 13, 17	Pulse modulation ^{b)} 217 Hz	0,2	0,3	9	745	780	810	800 – 960	GSM 800/900, TETRA 800, IDEN 820, CDMA 850, LTE Band 5	Pulse modulation ^{b)} 18 Hz	2	0,3	28	870	930	1 720	1 700 – 1 990	GSM 1800; CDMA 1900; DECT; LTE Band 1, 3, 4, 25; UMTS	Pulse modulation ^{b)} 217 Hz	2	0,3	28	1 845	1 970	2 450	2 400 – 2 570	Bluetooth, WLAN, 802.11 b/g/n, RFID 2450, LTE Band 7	Pulse modulation ^{b)} 217 Hz	2	0,3	28	5 240	5 100 – 5 800	WLAN 802.11 a/n	Pulse modulation ^{b)} 217 Hz	0,2	0,3	9	5 500	5 785
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1.10	Interface	GPIB IEEE488/ Ethernet/ USB																																																																
2	RF Power Amplifier – 1																																																																	
2.1	Type	Solid state																																																																
2.2	Frequency Range	80 MHz – 1 GHz																																																																
2.3	Rated output power	850 watts minimum. The Vendor shall bid for the amplifier which can generate 30V/m @ 3meter distance from the transmitting antenna @ 1dB compression point or linear region of the amplifier for the complete frequency range.																																																																
2.4	Power output at 1 dB compression	850 watts minimum																																																																
2.5	Flatness	≤ ± 3.5 dB																																																																
2.6	Gain (at maximum setting)	≥ 54 dB																																																																
2.7	Input impedance	50 Ω VSWR: 2:1																																																																

2.8	Output impedance	50 Ω
2.9	Harmonic distortion	Minimum -20dBc at 1 dB compression point. Data of harmonic distortion measurement @ 1dB compression to be provided.
2.10	Modulation capability	To faithfully reproduce AM, FM, Pulse or any other modulation appearing on the input signal
2.11	Connectors (I/O)	Rear Panel - Type N female
2.12	Interface	GPIB IEEE488/RS232/ETHERNET
2.13	Directional Coupler	Low SWR and transmission loss, better coupling factor and power handling capacity Frequency: 80 MHz – 1 GHz Power: 1000Watts Coupling Factor: >50dB Connectors : N(M) – N(F) – Mail Line N(F) – Coupled Ports Calibration should be possible for the directional coupler
3	RF Power Amplifier – 2	
3.1	Type	Solid state
3.2	Frequency Range	1 GHz - 6 GHZ or better
3.3	Rated output power	200 watts minimum. The Vendor shall bid for the amplifier which can generate 30V/m @ 3meter distance from the transmitting antenna @ 1dB compression point or linear region of the amplifier for complete frequency range.
3.4	Power output at 1 dB compression	200 watts minimum
3.5	Flatness	$\leq \pm 3.5$ dB
3.6	Gain (at maximum setting)	≥ 48 dB
3.7	Input impedance	50 Ω VSWR: 2:1
3.8	Output impedance	50 Ω
3.9	Harmonic distortion	Minimum -20dBc at 1 dB compression point. Data of harmonic distortion measurement @ 1dB compression to be provided.
3.10	Modulation capability	To faithfully reproduce AM, FM, Pulse or any other modulation appearing on the input signal
3.11	Connectors (I/O)	Rear Panel - Type N female
3.12	Interface	GPIB IEEE488/RS232/ETHERNET
3.13	Directional Coupler	Low SWR and transmission loss, better coupling factor and power handling capacity Frequency: 1 GHz - 6 GHz Power: 300Watts Coupling Factor: >40dB Connectors : N(M) – N(F) – Mail Line N(F) – Coupled Ports Calibration should be possible for the directional coupler

3.14	RF Switching unit	RF Switching scheme to be able to switch One Signal Generator to 3 different amplifiers and also able to switch 3 different Forward and Reverse Power ports to 2 Power sensor ports. One extra switch port is considered for redundancy. Also there should be a provision to switch off the RF (only) for any emergency reasons. This is different than the Emergency power shutoff provision for the total system.
4	RF POWER METER	
4.1	Frequency range	30 MHz – 6 GHz minimum
4.2	Power measurement range	- 65 dBm to +20 dBm minimum
4.3	Measurement speed	100 readings/sec
4.4	Number of channel	Two minimum
4.5	Display units	W, dBm minimum
5	POWER SENSORS	
5.1	Frequency range	30 MHz – 6 GHz minimum
5.2	Power range	-60 dBm to +20 dBm minimum
6	ISOTROPIC FIELD STRENGTH PROBE (02 Nos.) ALONG WITH OPTIONAL FIELD PROBE MONITOR (1 No.)	
6.1	Type	Electric field
6.2	Frequency range	30 MHz – 6 GHz min.
6.3	Field strength range	1 - 100 V/m
6.4	Axes	X, Y, Z axes and composite
6.5	Measurement speed	50 samples/ sec. minimum
6.6	Communication	Fiber optic
6.7	Supply	Laser powered
6.8	Probe stand	Adjustable Manual Probe stand should be useful for Field Uniformity calibration.
7	ANTENNAS – IMMUNITY	
7.1	Log periodic antenna - High Gain	
7.1.1	Frequency	80 MHz – 1 GHz or more
7.1.2	Power handling capacity	1000W minimum
7.1.3	Polarisation	Horizontal, vertical
7.1.4	Gain	10dBi minimum
7.1.5	VSWR	02:01
7.1.6	Impedance	50 Ω
7.1.7	Connector	Type N female
7.2	Horn Antenna	
7.2.1	Frequency	1 GHz – 6 GHz or more
7.2.2	Power handling capacity	200 W minimum

7.2.3	Polarisation	Horizontal, vertical
7.2.4	Gain	6-18 dBi
7.2.5	VSWR	02:01
7.2.6	Impedance	50 Ω
7.2.7	Connector	Type N female
8	Hardware	Latest Generation Intel i7 with Best Configuration Desktop PC with 4GB RAM and 500GB HD. 20" LED Monitor. GPIB, USB Interface and Latest Microsoft office. LaserJet color printer A4 size shall be provided along with the system
9	Integrated System Software	<p>The software for Radiated immunity test should be complaint to the requirements as per latest IEC/EN 61000-4-3 standard, and the following features are mandatory.</p> <ul style="list-style-type: none"> • Feedback controlled loop from probes for calibration of field. Substitution method for verification of 16 point and EUT testing. • Able to test for linearity of amplifier. • 16 points calibration routine as per IEC 61000-4-3 latest standard, and corrections if any. • Interpolation option (Linear and logarithmic) for missed frequency points, for probe correction and field values. • Should be able to scale to different field strengths based on one field calibration data. • Several levelling methods like, level on field, Forward power, Net Power, Signal generator drive, calibration levels etc., • Test Data is Graph as well tabular format and should be able to move data to any Microsoft office products. • Interactive EUT Threshold finding mode, During EUT Failure, where all the test parameters can be varied to find the EUT threshold and return to normal testing with original test parameters. • Detailed Software manual. • Option of automated EUT Monitoring for future expansion. • Online support for software. • Ability to export reports to PDF, DOC
B.4	RADIATED EMISSION SYSTEM	
1	EMI Receiver (Analog / Digital)	
1.1	Mode of operation	EMI Receiver, spectrum analyzer
1.2	Frequency range	9 kHz – 6 GHz minimum
1.3	Frequency resolution	0.1 Hz min.
1.4	Measurement time	100 μ s to 100 s selectable min.
1.5	Frequency accuracy	1 x 10 ⁻⁷ or better
1.6	Resolution bandwidth	Receiver mode : 200 Hz, 9 kHz, 120 kHz (- 6 dB confirms to CISPR publication 16-1-1), 1 MHz Analyzer mode: 10 Hz to 3 MHz (-3 dB)

1.7	Video bandwidth (analyzer mode)	1 Hz to 3 MHz
1.8	IF detectors	Peak, average, quasi-peak, CISPR average, CISPR r.m.s.
1.9	Pre-selector	In-built as per CISPR 16-1-1
1.10	Pre-amplifier	In-built with ON/OFF provision 20 dB gain
1.1	Maximum safe RF CW input level at RBW \geq 30 kHz internal attenuation \geq 10 dB	+ 30 dB
1.12	Average Noise level (Receiver mode)	Without preamplifier: (9 kHz BW) < -4 dB μ V (120 kHz BW) < 6 dB μ V
1.1	Input attenuator range	0 to 60 dB in 10 dB steps
1.14	Measurement accuracy	$\leq \pm 1$ dB
1.2	Marker read out resolution	0.1 dB or less
1.16	Total measurement uncertainty	1.0 dB or better
1.2	Units of measurement	Logarithmic: dBm, dB μ V, dBmV, dB μ A, dBpW, Linear: μ V, μ A, nW
1.18	Tracking generator	Required
1.2	Pulse Limiter	Pulse limiter for Conducted emission testing
2	ANTENNAS – EMISSION	
2.1	Hybrid Antenna or combination of antennas or any other suitable antenna compliant with the standard CISPR 11 covering frequency range of 30 MHz to 6GHz	
2.2	Frequency	30MHz – 6GHz
2.3	Impedance	50 Ω
2.4	Connectors	Type N
2.5	Polarization	Vertical & horizontal
2.6	Antenna Factor	Lowest possible Antenna factors
3	Pre- Amplifier	
3.1	Frequency	30MHz – 6 GHz
3.2	Gain	Min 30dB
3.3	Noise Figure	< 4
3.4	Package	Shielded, to be placed right below the antenna mast, below the ground plane.
3.5	Power	230V, AC
4	LISN	
4.1	Frequency	150kHz – 30MHz
4.2	Rating	3Phase, 440V, 50/60Hz – 32A/Line
5	Current Probe	
5.1	Frequency	1MHz – 30MHz
5.2	As per	as specified in Annex B of CISPR 16-1-2
6	Reference Generators	
6.1	Frequency	1Mhz – 6GHz
6.2	Frequency Spacing	1 MHz, 5 MHz, 10 MHz

6.3	Frequency stability	< 1 ppm (0°C to +50°C)
6.4	Signal stability:	< ±0.3 dB (20°C const.), < ±0.5 dB (+5°C to +40°C)
6.5	Output level, 50 Ω	90 dBμV @ 10 MHz, 60 dBμV @ 6 GHz
6.6	RF- output connector	N, female, 50 Ohm
6.7	Power supply	Battery – rechargeable, changeable
6.8	Antennas for radiation	Suitable Physically small antennas from 30MHz – 6GHz.
B.5	GENERAL	
1	Integrated System Software	<p>The Radiated/Conducted emission test as per CISPR 11</p> <p>The software for Radiated & Conducted Emission test should be complaint to the requirements as per latest CISPR 11 standard, and the following features are mandatory.</p> <ul style="list-style-type: none"> • Pre-Scan routine to find peaks and Final scan routines for radiated emission. • Compare utility to compare 2 different scans. • Software should be able to make uncertainty Measurement. • Generating test reports in graphical, tabulated data & document format (Test Report format shall be duly approved by HLL). • Graphical representation of the results on computer screen. • The software shall be upgradeable in future to handle the changes in the test standards.
2	Power supply	<p>The instruments/ equipment shall be designed for operation with the following voltages;</p> <p>3Φ – 415 V AC ± 10%, 50 Hz</p> <p>1Φ – 240 VAC ± 10%, 50 Hz</p>
3	Calibration certificate	Accredited Calibration certificate should be provided for all applicable equipment, as per ISO/IEC 17025: 2005
4	Safety and EMI/EMC	The test system shall comply with the safety and EMI/EMC requirements of latest directives.
5	Rack	The Vendor shall provide all necessary trolleys, racks, furniture to integrate the system.
6	EUT Table	The Equipment Under Test (EUT) test table for immunity and emission testing as per standard is to be provided.
7	Accessories	<p>The specifications provided above are minimum. Any other accessory required for testing shall be included in the offer and optional accessories shall be quoted separately.</p> <p>All the essential accessories set of interconnection cables including RF cables, signal cables, fiber optic cables with required length, RF connectors shall be supplied along with the test system.</p>
8	Documentation	Technical, Safety, Operational, maintenance manual and service manual in soft as well as in hard copy.
9	Pre-dispatch inspection	<p>The pre-dispatch inspection of the equipments will be carried out by HLL at the place of manufacturing. The Vendor shall make all the arrangements for inspection for 3 (three) officials (including the cost)</p> <p>Note: pre-dispatch inspection should be arranged as a single event wherever possible, collecting all items to be dispatched at the factory site. This would save both labour & cost</p>

10	Installation , Commissioning & Training	The supplier shall install & commission the instrument & provide training to HLL Engineers at HLL premises in the field of operation, safety and maintenance of the equipment.
11	Warranty	3 year minimum warranty on all electronic equipment's Calibration during warranty period shall be offered free of cost. Provide the schedule of calibration listing following: item name, calibration frequency, time taken for calibration, cost of calibration

PART C : CONDUCTED SUSCEPTIBILITY TEST SYSTEM

The test system shall be full compliance fully automated Conducted susceptibility system for testing of Medical equipment's as per IEC/ EN/ CISPR standards. The main product standard is IEC 60601-1-2 which refer to generic standard such as IEC 61000-4-2, 4-4, 4-5, 4-6, 4-8, 4-11 (latest editions). The scope is to supply, integrate, install and commission the system at HLL.

C.1	Electrostatic Discharge Simulator as per IEC 61000-4-2:2008 Ed2.0 For Testing on Enclosure Port and Patient Coupling Port	
1	Output voltage	1kV to 30.0kV \pm 5%
2	Resolution	100V steps
3	Polarity	Positive and Negative
4	RC Network	150pF/330 Ω
5	Waveform	As per IEC 61000-4-2 Ed.2
6	Rise Time	0.8ns +/- 25%
7	Repetition rate	0.05s to 99.9s \pm 10%
8	Discharge Mode & Tips	Contact Discharge (CD) and Air Discharge(AD) with suitable discharge tips
9	Holding time (AD)	Greater than 5s
10	Discharge detection	Discharge detection in air-discharge mode
11	Trigger mode	Gun trigger
12	Operation panel	LCD
13	RC Network & Gun head verification before testing	RC Network and High Voltage recognizable (with an indicator to prevent the wrong combination)
14	IEC STANDARD test levels preprogramed	Contact discharge mode: 2.0kV, 4.0kV, 6.0kV and 8.0kV step Air discharge mode: 2.0kV, 4.0kV, 8.0kV and 15.0kV step
15	Warning/indicator	Indication of presence of high voltage at the tip and an audio indication during discharge.
16	Optical communication connector	Optical connector (serial interface) for connecting to PC for programming
17	Power supply	230V/AC and battery powered
18	Bleeding option	Automatic bleeding option for residual voltage.
19	Ground wire	2m

20	Computer for Report generation	Should supply with PC (Latest Generation Intel i7 with 4GB RAM and 500GB HD. 20" LED Monitor. GPIB, USB Interface and Latest Microsoft office.) and digital camera Software should be able to generate report with all test parameters. Should be able to generate Test report with Photograph or drawing of the EUT depicting the exact ESD test points with discharge method identified
21	General	This test is done by hand carrying the ESD GUN, hence the gun should be ergonomically designed, light weight with ease of use to change parameters (preferably on the gun itself).
22	Calibration Certificate	ISO 17025 accredited calibration certificate should be supplied along with the supply.
23	Test Environment as per IEC 61000-4-2 Ed 2.	Test Table with Horizontal Coupling Plane (HCP) and Vertical Coupling Plane (HCP) with Grounding set - 2nos with 2 x 470kOhm resistors
C.2	Electrical Fast Transient (EFT) /Burst as per IEC 61000-4-4:2012 Ed 3.0 For testing on: Input AC/DC Power Port, & Signal Input/output Ports	
1	Test voltage	250V - 4,400V \pm 10% 100V - 2,000V \pm 10% into 50ohm
2	Pulse shape	5/50ns into 50ohm and 1,000ohm
3	Rise time tr	5ns \pm 30% into 50ohm; 5ns \pm 30% into 1,000ohm
4	Pulse width td	50ns \pm 30% into 50ohm; 50ns -15/+100ns into 1,000ohm
5	Source impedance	50ohm
6	Polarity	Positive and Negative
7	BURST repetition frequency	100kHz
8	Burst duration td	0.10ms - 999ms
9	Phase Synchronization	0° - 360°, resolution 1°
10	Capacitive Coupling	For Testing on Signal input/output PORT
11	Standard Test levels preprogrammed	As per IEC/EN 61000-4-4, Levels 1 to 4 As per IEC/EN 61000-6-1, -6-2
12	Outputs	50 ohms for verification of pulse and connection to Capacitive clamp
	Coupling Decoupling Network (CDN) for Power line (Combined Coupling and Decoupling network for EFT & Surge)	
13	EUT Power rating for EFT	AC: 230V/16A; 50/60Hz DC: 250V/16A
14	Safety EUT Power Control	Front Panel EUT Power ON/OFF
15	Automatic Coupling	Individual lines and any combination
	General Specification	
16	Power	Should operate on 230V/AC
17	Safety standard	Should comply to IEC/EN 61010 safety standard
18	Computer interface	USB Optical interface

19	Computer with control software and Report Generation	Should supply with PC (Latest Generation Intel i7 with 4GB RAM and 500GB HD. 20" LED Monitor. GPIB, USB Interface and Latest Microsoft office.) Software to control the equipment and Should be able to generate Test report.
20	Calibration Certificate	ISO 17025 accredited calibration certificate should be supplied along with the supply.
21	Test Environment as per IEC 61000-4-4 Ed 2.	Test Table with Horizontal Coupling Plane (HCP) and the insulating material.
C.3	Combination wave /Surge as per IEC/EN 61000-4-5 Ed 3.0 For testing on: Input AC/DC Power Port, & Signal Input/output Ports	
1	Voltage Range	200V to 4kV \pm 10%
2	Pulse front time(V)	1.2 μ s \pm 30%
3	Pulse time to half value (V)	50 μ s \pm 20%
4	Current Range	125A to 2kA \pm 10%
5	Pulse front time(A)	8 μ s \pm 20%
6	Pulse time to half value (A)	20 μ s \pm 20%
7	Polarity	Positive, Negative and Alternating
8	Phase Synchronization	0° - 360°, resolution 1°
9	Repetition rate	1Hz (1s - 655s)
10	Monitoring Outputs	For Voltage and current with wave shape without high voltage probe for quick verification, within the oscilloscope measurement range.
11	Standard Test levels preprogrammed	As per IEC/EN 61000-4-5, Levels 1 to 4 As per IEC/EN 61000-6-1, -6-2
12	HV Outputs	For verification of pulse and connection to external CDN
	Coupling Decoupling Network (CDN) for Power line (Combined Coupling and Decoupling network for EFT & Surge)	
13	EUT Power rating for EFT	AC: 230V/16A; 50/60Hz DC: 250V/16A
14	Safety EUT Power Control	Front Panel EUT Power ON/OFF
15	Automatic Coupling	Individual lines and any combination
	General Specification	
16	Power	Should operate on 230V/AC
17	Safety standard	Should comply to IEC/EN 61010 safety standard
18	Computer interface	USB Optical interface
19	Computer with control software and Report Generation	Should supply with PC (Latest Generation Intel i7 with 4GB RAM and 500GB HD. 20" LED Monitor. GPIB, USB Interface and Latest Microsoft office.) Software to control the equipment and Should be able to generate Test report.
20	Calibration Certificate	ISO 17025 accredited calibration certificate should be supplied along with the supply.
21	Test Environment as per IEC 61000-4-5 Ed 3.	Test Table (2.4mx1.2mx0.8m LWH)
C.4	Magnetic Fields - Power frequency as per IEC/EN 61000-4-8 Ed 3.0 For testing on: Enclosure Ports	

1	Field	30A/m, 50Hz and 60Hz
2	Antenna	1m x 1m with stand
3	Standard Test levels preprogrammed	As per IEC/EN 61000-4-8, Levels 1 to 4 As per IEC/EN 61000-6-1, -6-2
4	General Specification	
5	Power	Should operate on 230V/AC
6	Safety standard	Should comply to IEC/EN 61010 safety standard
7	Manual Operation	From Front panel
8	Computer interface	USB Optical interface
9	Control software and Report Generation	Software to control the equipment and Should be able to generate Test report.
10	Calibration Certificate	ISO 17025 accredited calibration certificate should be supplied along with the supply.
C.5	Voltage Dips and Interruptions as per IEC/EN 61000-4-11 For testing on: Input AC Power Port	
1	Auto Transformer	0 - 260V, 16A, 50/60Hz
2	Voltage Variation	Continuously variable from 0% to 100%
3	Phase Synchronization	0° - 360°, Resolution 1°
4	Switching time	< 5us with a 100ohm resistive load
5	EUT Voltage & Current	Display on Front Panel
6	EUT Protection	Short-circuit protection
7	Inrush current	> 500A
8	Repetition rate	1s - 600s
9	Standard Test levels preprogrammed	As per IEC/EN 61000-4-11 As per IEC/EN 61000-6-1, -6-2
	General Specification	
10	Power	Should operate on 230V/AC
11	Manual Operation	From Front panel
12	Computer interface	USB Optical interface
13	Calibration Certificate	ISO 17025 accredited calibration certificate should be supplied along with the supply.
C.6	Conducted disturbances induced by RF fields as per IEC/EN 61000-4-6 Ed. 4.0 For Testing on Input AC/DC Port, Signal Input/output Port and Patient Coupling port	
	Set of equipment: Signal generator, Power Amplifier, Directional Coupler and 3 channel Power meter built in.	
	Test Level for CDN, BCI and EM Clamp	3V with 80% AM Modulation (5.4V CW) from 150kHz – 80MHz 6V with 80% AM Modulation (10.8V CW) in ISM Bands between 150Khz – 80MHz
1	Signal Generator	
1.1	Frequency	150kHz – 230MHz
1.2	Freq Resolution	1Hz
1.3	Amplitude	-60dBm to 0dBm
1.4	Amplitude Resolution	0.1dB
1.5	Level uncertainty	±1dB
1.6	Harmonics	Less than -20dBc
1.7	Output Impedance	50 Ohms

1.8	VSWR	1:1.5
1.9	PC Interface	USB, GPIB
2	RF Power Amplifier	
2.1	Rated Power	At least 75watts
2.2	Harmonic Distortion	Less than -20dBc at max. power
2.3	Modulation	1 kHz, 80 % AM per IEC 61000-4-6 2 Hz, 80 % AM per IEC 60601-1-2
2.4	Linearity of Amplifier	Ensure linearity of the amplifier as described in Para 6.4.2(e) in the Standard Ed 4.0
2.5	Input/output Impedance/VSWR	50 Ohms, <1:1.5
2.6	PC Interface	USB, GPIB
3	Dual Directional Coupler	
3.1	Frequency	150kHz – 230MHz
3.2	Power handling	According to RF power amplifier
3.3	Insertion loss	0.7dB max
3.4	Coupling factor	40dB for forward and reverse power ports
3.5	Input/output Impedance /VSWR	50 Ohms, <1:1.5
4	Power Meter	3 channels, to measure Forward, Reverse and feedback Power (Injected Voltage or Current)
4.1	Frequency	150kHz – 230MHz
4.2	Power handling	Suitable for expected RF levels, considering 30V injection. Include attenuators if necessary.
4.3	PC Interface	USB, GPIB
5	Coupling Decoupling Network (CDN)	
5.1	No of Lines	M1 – 1 line M2 – 2 lines (L & N) M3 – 3 lines (L, N & PE)
5.2	EUT Power Rating	AC: 250V/16A; 50/60Hz
5.3	RF Level	30V Max
5.4	CDN Calibration Adaptors	Shorting Adaptors for EUT and AE side, for M1, M2 & M3
5.5	Attenuators	3dB, 100 watts – 1no 6dB, 80 watts - 1no 20dB, 15 watts - 2nos Connectors should be Compatible with Impedance matching unit or else adaptors to be included.
5.6	Attenuator VSWR	≤ 1.2
5.7	Impedance Matching	150 ohm-to-50-ohm impedance for CDN calibration with Connector plate: 100 mm x 100 mm – 2nos
5.8	Insertion Loss of Impedance matching	Not more than 9.5dB ± 0.5dB
5.9	Terminator	50ohm termination, 6watt, Connectors Compatible with Impedance matching unit.
6	EM Clamp – Injection Clamp	
6.1	Frequency	150kHz – 1GHz

6.2	Power Handling	100 watts
6.3	Cable dia	20mm
7	Decoupling Clamp	
7.1	Frequency	150kHz – 1GHz
7.2	Inductance	At least 280µH at 150kHz
7.3	Reactance	≥260 Ω up to 24MHz
7.4		≥150 Ω above 24MHz
7.5	Cable dia	20mm
7.6	Impedance Matching	150 ohm-to-50-ohm impedance for CDN calibration with Connector plate: 150 mm x 150 mm – 2nos
7.7	Any other calibration accessories for EM Clamp testing	
8	BCI Method - BCI Injection probe	
8.1	Frequency	150 kHz - 230 MHz
8.2	Insertion Loss	<8dB from 150kHz - 80MHz
8.3	Power Handling	100 watts
8.4	Cable diameter	40 mm
8.5	Suitable calibration Jig for calibrating the injection probe	
9	Current Monitoring probe	
9.1	Frequency	150 kHz - 230 MHz
9.2	Transfer Impedance	1Ω from 150kHz – 230MHz
9.3	Cable diameter	32 mm
9.4	Impedance Matching	150 ohm-to-50-ohm impedance for CDN calibration with Connector plate: 150 mm x 150 mm – 2nos
9.5	Any other calibration accessories for BCI testing should be supplied	
10	Vendor should provide a total system solution as per IEC 61000-4-6 Ed 4.0 and include any accessory which is not listed here and may be necessary for testing.	
11	Computer with Software	Should supply with PC (Latest Generation Intel i7 with 4GB RAM and 500GB HD. 20” LED Monitor. GPIB, USB Interface and Latest Microsoft office.) with Control software for tests acc. to EN 61000-4-6 Software should be able to generate report with all test parameters.
12	Test Table	Test Table (2.4mx1.2mx0.8m LWH)
C.7	General	
1	Safety and EMI/EMC	The test system shall comply with the safety and EMI/EMC requirements of latest directives.
2	Rack	The Vendor shall provide all necessary trolleys, racks, furniture to integrate the system.
3	Accessories	The specifications provided above are minimum. Any other accessory required for testing shall be included in the offer and optional accessories shall be quoted separately. All the essential accessories set of interconnection cables shall be supplied along with the test system.
4	Documentation	Technical, Safety, Operational, maintenance and service manual in soft as well as in hard copy.

5	Pre-dispatch inspection	The pre-dispatch inspection of the equipments will be carried out by HLL at the place of manufacturing. The Vendor shall make all the arrangements for inspection for 3 (three) officials.
6	Installation , Commissioning & Training	The supplier shall install & commission the instrument & provide training to HLL Engineers at HLL premises in the field of operation, safety and maintenance of the equipment.
7	Warranty	3 year minimum warranty on all electronic equipment's Calibration during warranty period shall be offered free of cost Provide the schedule of calibration listing following: item name, calibration frequency, time taken for calibration, cost of calibration
PART D : HARMONIC & FLICKER EMISSION		
1	The system should provide harmonic & flicker analysis as per IEC61000-3-2 and IEC61000-3-3	
2	Should measure Fundamental to 40th harmonic of single phase 50Hz with accuracy better than 5% of limit or 0.2% of selected range, whichever is the greater	
3	Flicker measurement according to IEC61000-3-3. Should display instantaneous perception, P_{st} and P_{it} values	
4	System should have graphic LCD display for Power meter, graphical voltage and current wave shape display, Harmonic presentation	
5	Should provide with suitable clean power source - capacity 4kVA	
6	Should provide windows based software with USB interface cable for transmitting results to a PC	
7	Calibration Certificate	ISO 17025 accredited calibration certificate should be supplied along with the supply.
8	Warranty	3 year minimum warranty on all electronic equipment's Calibration during warranty period shall be offered free of cost
Note: Bidder should also quote suitable UPS for the entire system		

GENERAL TECHNICAL SPECIFICATIONS

GENERAL POINTS:

1. Warranty:

- a) Three years Comprehensive Warranty as per Conditions of Contract of the TE document for complete equipment (including Batteries for UPS, other vacuumatic parts wherever applicable) from the date of installation, commissioning and Turnkey Work from the date of satisfactory installation, commissioning, trial run & handing over of equipment to Hospital/Institution/Medical College.
- b) 98% up time Warranty of complete equipment with extension of Warranty period by double the downtime period on 24 (hrs) X 7 (days) X 365 (days) basis.
- c) All software updates should be provided free of cost during Warranty period.

2. After Sales Service:

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

3. Training:

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

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

- a) The cost of Comprehensive Maintenance Contract (CMC) which includes preventive maintenance including testing & calibration as per technical/ service /operational manual of the manufacturer, labour and spares, after satisfactory completion of Warranty period may be quoted for next 5 years on yearly basis for complete equipment (including Batteries for UPS, other vacuumatic parts wherever applicable) and Turnkey (if any). The supplier shall visit each consignee site as recommended in the manufacturer's technical/ service /operational manual, but at least once in six months during the CMC period
- b) The cost of CMC may be quoted along with taxes applicable on the date of Tender Opening. The taxes to be paid extra, to be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later.
- c) Cost of CMC will be added for Ranking/Evaluation purpose. The same will be taken at Net Present Value with a 10% discounting factor each year.
- d) The payment of CMC will be made on six monthly basis after satisfactory completion of said period, duly certified by end user on receipt of bank guarantee for 2.5 % of the cost of the equipment as per Section XV valid till 2 months after expiry of entire CMC period.
- e) There will be 98% uptime warranty during CMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CMC period by double the downtime period.
- f) During CMC period, the supplier is required to visit at each consignee's site at least once in 6 months commencing from the date of the successful completion of warranty period for preventive maintenance of the goods.
- g) All software updates should be provided free of cost during CMC.
- h) Failure of the above [4. e) to 4. g)] by the supplier, may lead to the forfeiture of the Bank Guarantee for Annual CMC.
- i) The payment of CMC will be made as stipulated in GCC Clause 21.

Turnkey:

Turnkey is indicated in the technical specification of the respective items, wherever required. The Tenderer shall examine the existing site where the equipment is to be installed, in consultation with Biomedical Department. The Tenderer is to quote prices indicating break-up of prices of the Machine and Turnkey Job. The Turnkey costs may be quoted in Indian Rupee will be added for Ranking Purpose.

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

The Turnkey Work should completely comply with AERB requirement, wherever applicable.

Section – VIII

Quality Control Requirements

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

1. Tender Reference No.:
2. Date of opening:
3. Name and address of the Tenderer:

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

01 Name of the manufacturer

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

02 Plant and machinery details

03 Manufacturing process details

04 Monthly (single shift) production capacity of goods quoted for

- a. normal
- b. maximum

05 Total annual turn-over (value in Rupees)

06 Quality control arrangement details

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

07 Test certificate held

- a. . type test
- b. . BIS/ISO certification
- c. . any other

08 Details of staff

- a. technical
- b. skilled
- c. unskilled

Signature and seal of the Tenderer

Section – IX

Qualification Criteria

01. **Status:** The Bidder should be a Manufacturer or its authorized Agent.
02. **Turnover:** Eligible Bidders should have an average annual turnover in the consecutive past three financial years (2012-13, 2013-14, 2014-15) as mentioned in **Eligibility Table**. The turnover requirement is, calculated considering estimated cost and delivery/ completion period.
03. **Minimum Work of Similar Nature:** Eligible bidders should have successfully executed globally in last five years from the date of tender opening, similar turnkey project of value, equivalent to or exceeding 25% of the estimated tender value. The details of requirement of MWSN (minimum work of similar nature) for different schedules, multiple schedules are mentioned in **Eligibility Table**. The value of the executed works shall be brought to the current costing level by enhancing the actual value of work at simple rate of 7% per annum, calculated from the date of completion to last date of receipt of applications for tenders.

Example/Clarification : Similar Project means project meeting major technical parameters of the current BOQ floated in the tender enquiry document.

04. **Solvency Certificate:** Eligible bidders should submit a solvency certificate of not less than 30% of the estimated value of work from a Nationalized / Scheduled bank. **In case of a foreign bidder the solvency certificate can be submitted from a branch of a foreign bank having banking operations in India.**
05. **Office in India:- The bidder must have office/ offices in India at the time of submitting bid. Proof of having office in India must be submitted along with the bid.** In case the bidder does not have an office in India, at the time of submitting the bid, he should give an undertaking that he will open an office in India within 90 days from the date of award of contract if the contract is awarded and also should submit an undertaking in a non-judicial stamp paper duly notarised that they they will continue operation in India during the post installation period of atleast 10 years to ensure required standard of service delivery with respect to warranty, operations and maintenance of the equipments supplied and installed.
06. **Manufacturer Authorization:** Eligible bidders should submit a mandatory letter of authority from the Foreign Principal / Manufacturer, mentioning country of origin with name of manufacturing company for major products quoted by them.
07. **Bid for Complete Schedule/Part Schedule:** Bidder cannot choose to submit bid for part schedule/part sub schedule. If the bid is submitted for part schedule/sub schedule, the same will be termed as non- responsive.

Eligibility Table

Sch No	Total Qty	Esti mated Cost Rs. Cr.	EMD Rs. Cr	Turnover (Rs. Cr)	Minimum work of similar nature of the same manufacturer product executed in India (Cr)	Solvency of at least 30% of the estimated tender value Rs. Cr
1	1	10.00	0.2	3.00	2.50	3.00

Notes:

In support of 2 (a), the bidder shall furnish Performance statement in the enclosed Proforma 'A'.
The bidder shall furnish Satisfactory Performance Certificate in respect of above, duly translated in English and duly endorsed by country embassy with counter endorsement of Indian embassy in the country of origin,

alongwith the tender .

1. The bidder shall furnish a brief write-up, along 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.
2. 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.
3. The Purchaser reserves the right to ask for a free demonstration of the quoted equipment at a pre determined place acceptable to the purchaser for technical acceptability as per the tender specifications, before the opening of the Price Tender.

PROFORMA 'A'
PROFORMA FOR PERFORMANCE STATEMENT

(For the period of last five years)

Tender Reference No. : _____

Date of opening : _____

Time : _____

Name and address of the Tenderer : _____

Name and address of the manufacturer : _____

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

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

Signature and seal of the Tenderer

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

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

Section – X
TENDER FORM

Date _____

To

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

Ref. Your TE document No. _____ dated _____

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

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

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

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

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

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

(Signature with date)

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

SECTION – XI PRICE SCHEDULE

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

1 Schedule	2 Brief Description of Goods	3 Country of Origin	4 Quantity (Nos.)	5 Price per unit (Rs.)					6 Total Price (at Consignee Site) basis (Rs.) 4 x 5(g)
				Ex - factory/ Ex -warehouse /Ex-showroom /Off - the shelf (a)	Excise Duty (if any) [%age & value] (b)	Sales Tax/ VAT(if any) [%age & value] (c)	Inland Transportation, Insurance for a period including 6 months beyond date of delivery, loading/ unloading and Incidental costs till consignee's site (d)	Incidental Services (including Installation & Commissioning, Supervision, Demonstration and Training) at the Consignee's site (e)	

Total Tender price in Rupees: _____

In words: _____

Note: -

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

Name _____

Business Address _____

Place: _____

Signature of Tenderer _____

Date: _____

Seal of the Tenderer _____

B) PRICE SCHEDULE FOR GOODS TO BE IMPORTED FROM ABROAD

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

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

(A) Total Tender price in foreign currency: _____

In words: _____

(B) Total Tender price in Indian Rupees: _____

In words: _____

Note: -

1. If there is a discrepancy between the unit price and total price THE UNIT PRICE shall prevail.
2. The charges for Annual CMC after warranty shall be quoted separately as per Section – XI – Price Schedule C
3. The Tenderer will be fully responsible for the safe arrival of the goods at the named port of entry in good condition as per terms of CIP as per INCOTERMS, if applicable
4. Custom duty @ 16.27% and 2% C& F charges will be added to the CIP price to arrive at the DDP price for evaluation purpose.

Indian Agent:

Indian Agency Commission - ___ % of FOB

Signature of Tenderer _____

Place: _____

Date: _____

Name _____

Business Address _____

Signature of Tenderer _____

Seal of the Tenderer _____

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

1	2	3	4					5	6
Schedule No.	BRIEF DESCRIPTION OF GOODS	QUANTITY. (Nos.)	Annual Comprehensive Maintenance Contract Cost for Each Unit year wise*.					Total Annual Comprehensive Maintenance Contract Cost for Each Unit for 5 years (4a+4b+4c+4d+4e)	Annual Comprehensive Maintenance Contract Cost for 05 years (3 x 5)
			1 st	2 nd	3 rd	4 th	5 th		
			a	b	c	d	e		

* After completion of Warranty period

NOTE:-

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

Place: _____

Date: _____

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

D) PRICE SCHEDULE FOR TURNKEY/ OTHER SERVICES:-

Schedule No.	BRIEF TURNKEY DESCRIPTION OF GOODS	CONSIGNEE CODE	Price (Rs.)

Note: -

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

Name _____

Business Address _____

Signature of Tenderer _____

Seal of the Tenderer _____

Place: _____

Date: _____

**SECTION – XII
QUESTIONNAIRE**

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

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

SECTION – XIII

BANK GUARANTEE FORM FOR EMD

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

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

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

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

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

.....
Name and designation of the officer

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

To be enclosed with Techno-Commercial Bid

ANNEXURE-A

BIDDER PARTICULARS

1. Name of the Bidder :
2. Address of the Bidder :
3. Name of the Manufacturer (s) :
4. Address(es) of the Manufacturer :
5. Name and address of the person: To whom all references shall be Made regarding this tender inquiry.

Telephone:

Telex : Fax

:

E-mail address :

Witness:

Signature

Name Address

Designation

Company Date

Company Seal

To be enclosed with Techno-Commercial Bid

ANNEXURE-B

UNDERTAKING

To,

.....
.....
.....

Sir,

Having examined the Bidding Documents of Tender No. _____
undersigned offer to supply, install, commission, operate maintain
and we undertake, if our bid is accepted, to complete delivery of
all the items specified in the contract within _____ weeks calculated from the date of
receipt of your Notification of Award and to complete the installation, testing commissioning _____

Signature and Seal

(In the capacity of)

Only Authorized to sign bid for and on behalf of

To be enclosed with Techno-Commercial Bid

ANNEXURE-C

BIDDER PROFILE

A. General Information:

- (i) Location of Corporate Headquarters
- (ii) Date and Country of Incorporation
- (iii) Manufacturing Facility(s)

Location:

Size:

Capacity:

- (iv) No. of Service Facility(s) in India

Location

Strength

Area Covered

- (v) Average yearly turnover for last three years:

- (vi) Geographical Distribution of the Supplier :

No. of Offices

Locations

Staff strength

- (vii) Total No. of installations of the system offered.

- (viii) No. of Employees

Total No. Manufacturing

R&D (If any)

Hardware Maintenance

Software

B. Reference of Major installation with similar products (attach documents in support, if available)

_____ S. No. Customer Name, Address Product Description

Telephone

Fax Number

(No. of Machines installation year wise).

Date.....

Signature and seal of bidder

SECTION – XIV

MANUFACTURER’S AUTHORISATION FORM

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

Dear Sir,

Ref: Your TE document No _____ dated _____

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

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

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

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

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

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

Yours faithfully,

[*Signature with date, name and designation*]

for and on behalf of Messrs _____

[*Name & address of the manufacturers*]

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

2. *Original Letter may be sent. Photocopy not acceptable.*

SECTION – XV

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY/ CMC SECURITY

SVP(GB)

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

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

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

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

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

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

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

This guarantee shall be valid up to 42 (forty two) months from the date of Notification of Award i.e. up to ----- (indicate date)

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

.....
Name and designation of the officer

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

To be enclosed with Techno-Commercial

ANNEXURE

PROFORMA OF GUARANTEE FOR SUPPLY OF SPARES DURING POST WARRANTY PERIOD

To,
.....
.....
.....

Sub: Tender No.....

Dear Sir,

We the supplier hereby give a guarantee for the supply of all necessary spares demanded for the routine and emergency maintenance of (equipment name) being supplied by us to.....(consignee name) for a period of not less than 5 years after the warranty period of 3 years and life time spares thereafter in case asked for by the purchaser.

We further clarify that for the first 3 years i.e. warranty period of 3 years, we are covered by the warranty clause as mentioned. For the remaining period of 5 Years and thereafter for the life time, a detailed list of spares will be supplied to the purchaser for the purpose of enabling him to decide spares needed for routine and emergency maintenance.

Dated..... day of.....20.....

Witness : (Name of manufacturers):

Signature and Seal:

(Signature) Name:

For & on behalf of M/s....

SECTION – XVI

CONTRACT FORM - A

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

THIS AGREEMENT made on this Day of 2016

BETWEEN

HLL Lifecare Limited (a Government of India Enterprise) a Company incorporated under the Companies Act 1956 having Corporate & Registered Office at “HLL Bhavan” Poojapura, Thiruvananthapuram, Kerala-695012 India hereinafter called “HLL/ CLIENT”, which expression shall unless repugnant to the context thereof include its successor) of the one part

AND

_____ (Supplier) of the second part:

HLL and ----- are individually referred as “party” and collectively referred as “parties”.

Contract No. _____ dated _____

This is continuation to this office’s Notification of Award No _____ dated _____.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The following documents shall be deemed to form part of and be read and constructed as integral part of this Agreement, viz.:
 - 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. Manufactures’ Authorization Form (if applicable for this tender);
 - ix. Purchaser’s Notifications 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 Sections II-‘General instructions to Tenderers’ of the Purchaser’s TE documents shall also apply to this contract.

2. In consideration of the payments to be made by the Client, the Supplier hereby covenants to provide the services for the specified _____ in conformity in all respects with the provisions of the Contract.

3. The Client hereby covenants to pay the Supplier in consideration of the services, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed in the Contract.

4. The bank guarantee valid till _____ [(fill the date) for an amount of Rs. _____ [(fill amount) equivalent to _____% of the cost of the contract value] shall be furnished in the prescribed format given in the TE document within a period of 15 (fifteen) days of issue of Notice for Award of Contract failing which the EMD shall be forfeited.

IN WITNESS WHERE OF parties hereto set hands, through their authorized representatives on this deed on date, month and year first above written.

(.....)

(.....)

For and on behalf of
Supplier.

For and on behalf of
HLL Lifecare Limited.

In Presence of witnesses

In Presence of witnesses

1

1

2

2

CONTRACT FORM – B

CONTRACT FORM FOR ANNUAL COMPREHENSIVE MAINTENANCE CONTRACT

Annual CM Contract No. _____ dated _____
Between _____

(Address of the consignee)
And _____

(Name & Address of the Supplier)

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

In continuation to the above referred contract

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

1	2	3	4					5	6
Schedule No.	BRIEF DESCRIPTION OF GOODS	QUANTITY. (Nos.)	Annual Comprehensive Maintenance Contract Cost for Each Unit year wise*.					Total annual comprehensive maintenance contract for 5 years for each unit for 5 years	Total Annual Comprehensive Maintenance Contract Cost for 5 Years [3 x (4a+4b+4c+4d+4e)]
			1 st	2 nd	3 ^r _d	4 th	5 th		
			a	b	c	d	e		
								4a+4b+4c+4d+4e	(3*5)

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

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

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

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

(Signature, name and address)

Received and accepted this contract

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

For and on behalf of _____

(Name and address of the supplier)

(Seal of the supplier)

Date: _____

Place: _____

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

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

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

SECTION – XVIII
Proforma of Final Acceptance Certificate by the Consignee

No _____

Date _____

To

M/s _____

Subject: Certificate of commissioning of equipment/plant.

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

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

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

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

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

The supplier has fulfilled its contractual obligations satisfactorily ## or

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

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

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

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

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

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

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

(Signature)

(Name)

(Designation with stamp)

Explanatory notes for filling up the certificate:

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

**SECTION – XIX
ANNEXURES**

Annexure 1

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

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

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

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

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

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

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

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

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

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

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

(d) SHIPMENT FROM POLAND & CZECHOSLOVAKIA

(i) IMPORTS FROM POLAND

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

(ii) IMPORTS FROM CZECHOSLOVAKIA

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

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

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

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

(f) SHIPMENT FROM JAPAN

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

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

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

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

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

(h) SHIPMENT FROM PAKISTAN

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

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

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

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

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

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

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

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

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

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

2. BILLS OF LADING

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

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

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

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

(ii) F.O.R SHIPMENTS

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

SHIPPER: The F.O.R suppliers Concerned

CONSIGNEE: Supplier's Indian Agent on order

Note:

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

SECTION – XX
CHECKLIST

Name of Tenderer:
Name of Manufacturer:

Sl No.	Activity	Yes/ No/ NA	Page No. in the TE document	Remarks
1. a.	Have you enclosed EMD of required amount for the quoted schedules?			
b.	In case EMD is furnished in the form of Bank Guarantee, has it been furnished as per Section XIII?			
c.	In case Bank Guarantee is furnished, have you kept its validity of 165 days from Techno Commercial Tender Opening date as per clause 19 of GIT?			
2. a.	Have you enclosed duly filled Tender Form as per format in Section X?			
b.	Have you enclosed Power of Attorney in favour of the signatory?			
3.	Are you a SSI unit, if yes have you enclosed certificate of registration issued by Directorate of Industries/NSIC			
4. a.	Have you enclosed clause-by-clause technical compliance statement for the quoted goods vis-à-vis the Technical specifications?			
b.	In case of Technical deviations in the compliance statement, have you identified and marked the deviations?			
5. a.	Have you submitted satisfactory performance certificate as per the Proforma for performance statement in Sec. IX of TE document in respect of all orders?			
b.	Have you submitted copy of the order(s) and end user certificate? It is requested not to hide prices as the same will be required for establishing price reasonability. Provide latest purchase order copies issued by INI.			
6.	Have you submitted manufacturer's authorization as per Section XIV?			

Sl No.	Activity	Yes/ No/ NA	Page No. in the TE document	Remarks
7.	Have you submitted prices of goods, turnkey (if any), CMC etc. in the Price Schedule as per Section XI?			
8.	Have you kept validity of 120 days from the Techno Commercial Tender Opening date as per the TE document?			
9. a.	In case of Indian Tenderer, have you furnished Income Tax Account No. as allotted by the Income Tax Department of Government of India? (Self-attested copies of VAT registration certificate and PAN Card.)			
b.	In case of Foreign Tenderer, have you furnished Income Tax Account No. of your Indian Agent as allotted by the Income Tax Department of Government of India?			
10.	Have you intimated the name and full address of your Banker (s) along with your Account Number			
11.	Have you fully accepted payment terms as per TE document?			
12.	Have you fully accepted delivery period as per TE document?			
13.	Have you submitted the certificate of incorporation?			
14.	Have you accepted the warranty as per TE document?			
15.	Have you accepted terms and conditions of TE document?			
16.	Have you furnished documents establishing your eligibility & qualification criteria as per TE documents?			
17.	Have you furnished Audited Annual Report (Balance Sheet and Profit & Loss Account) for last three years prior to the date of Tender opening?			
18.	Non conviction / no pending conviction certification issued by Notary on judicial stamp paper for preceding three years.			
19	Self-Attested copies of quality certificates i.e US FDA / CE Certificate issued by competent authority, if applicable.			

Sl No.	Activity	Yes/ No/ NA	Page No. in the TE document	Remarks
20	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			
21	Product catalogues / original Data Sheet must be enclosed of all quoted items			
22	Annexure- A			
23	Annexure- B			
24	Annexure – C			
25	Proforma of guarantee for supply of spares during post warranty period			

N.B.

1. All pages of the Tender should be page numbered and indexed.
2. The Tenderer may go through the checklist and ensure that all the documents/confirmations listed above are enclosed in the tender and no column is left blank. If any column is not applicable, it may be filled up as NA.
3. **It is the responsibility of tendered to go through the TE document to ensure furnishing all required documents in addition to above, if any.**

(Signature with date)

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

(Name, address and stamp of the tendering firm)

Section – XXI
Consignee List

HLL Lifecare Ltd,
B-14A, Sector 62, Noida, UP