

GLOBAL TENDER ENQUIRY DOCUMENT

**FOR PURCHASE OF
MEDICAL EQUIPMENT**

FOR

GOVT. MEDICAL COLLEGE, PATIALA

GOVT OF PUNJAB

**DEPARTMENT OF MEDICAL EDUCATION AND
RESEARCH**

HLL/PCD/PATIALA/03/15-16



BY

HLL Lifecare Limited

(A GOVERNMENT OF INDIA ENTERPRISE)

Procurement & Consultancy Services Division

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

PHONE: 0120-4071500

FAX: 0120-4071513

URL: www.lifecarehll.com

Email: pcd@lifecarehll.com

INDEX

Section	Topic	Page No.
Section I	– Notice inviting Tender (NIT) -----	03
Section II	– General Instructions to Tenderers (GIT) -----	05
Section III	– Special Instructions to Tenderers (SIT) -----	24
Section IV	– General Conditions of Contract (GCC) -----	26
Section V	– Special Conditions of Contract (SCC) -----	42
Section VI	– List of Requirements -----	43
Section VII	– Technical Specifications -----	45
Section VIII	– Quality Control Requirements -----	77
Section IX	– Qualification Criteria -----	78
Section X	– Tender Form -----	80
Section XI	– Price Schedules -----	81
Section XII	– Questionnaire -----	85
Section XIII	– Bank Guarantee Form for EMD -----	86
Section XIV	– Manufacturer’s Authorisation Form -----	87
Section XV	– Bank Guarantee Form for Performance Security /CMC Security -----	88
Section XVI	– Contract Form (A & B) -----	89
Section XVII	– Proforma of Consignee Receipt Certificate -----	93
Section XVIII	– Proforma of Final Acceptance Certificate by the Consignee -----	94
Section XIX	– Instructions from Ministry of Shipping/Surface Transport (Annexure 1) -----	96
Section XX	– Affidavit -----	100
Section XXI	– Consignee-----	101

SECTION I
NOTICE INVITING E-TENDERS (NIT)
(Global Tender)

Tender Enquiry No.: HLL/PCD/PATIALA/03/15-16

Dated 24/11/2015

NOTICE INVITING TENDERS (NIT)

1. Procurement & Consultancy Services Division of HLL Lifecare Limited, for and on behalf of Govt. Medical College, Patiala, Govt. of Punjab, Department of Medical Education and Research invites e-tenders, from eligible and qualified tenderers for supply of following medical equipment for Govt. Medical College, Patiala :

Sl. no.	Item description	Department	Qty.	EMD (Rs.)
1	Projection system in Dissection Hall	Anatomy	1	13,000
2	Digital Research Microscope with CCD camera	Anatomy	1	6,000
3	Computerized Cardiopulmonary Exercise Testing System with Treadmill for humans	Physiology	2	32,000
		Pharmacology		
4	Polysomnograph (Portable)	Physiology	1	20,000
5	High resolution /Quality Microscope with digital camera, image analyzer & computer	Pathology	1	52,000
6	HPLC along with its accessories	Pharmacology	1	50,000
7	Whole body plethysmograph for conscious unrestrained freely moving animals	Pharmacology	1	10,000
8	Real Time PCR	Microbiology	1	20,000
9	Fully Automated Blood Culture System	Microbiology	1	8,000
10	Colour Doppler (2-D)	Surgery	1	58,000
11	Ventilator- High End (I.C.U)	Anesthesia	3	86,000
12	Blood Cell Separator	Transfusion Medicine	1	70,000
13	Hysteroscope	Obs & Gyn.	1	38,000
14	General Orthopedic Instruments	Ortho	1	30,000
15	Drilling & Saw System	Ortho	1	10,000

2. Tender No.: HLL/PCD/PATIALA/03/15-16

Sl. No.	Description	Schedule
i.	Date for document download of tender enquiry documents	24.11.2015
ii.	Tender Fee	Rs. 3,000/-
iii.	Pre Tender Meeting Date & Time	02.11.2015; 1100 hrs IST
iv.	Pre Tender Meeting Venue	HLL Lifecare Ltd , B-14 A Sector-62, Noida 201307
v.	Closing date & time for receipt of Tender in e-Portal	28.12.2015; 1800 hrs IST
vi.	Closing date & time for receipt of physical documents as stated in para 7 below	29.12.2015; 1400 hrs IST
vii.	Time and date of opening of Techno – Commercial tenders in e-Portal	29.12.2015; 1430 hrs IST.

3. Interested tenderers may obtain further information about this requirement from the above office. A tenderer has to pay a non-refundable tender fee of Rs. 3,000/- in the form of account payee Demand Draft/Pay Order/Cashier's Cheque/Banker's Cheque, drawn on a scheduled bank in India, in favour of "**HLL Lifecare Limited**" payable at New Delhi.
4. To participate in the submission against the tender, it is mandatory for the Applicants to get themselves registered with the Tender Wizard and to have user ID & password which has to be obtained by submitting an annual registration charges of **Rs. 2,247/-** (Inclusive of all taxes) to M/s ITI Ltd, New Delhi. After obtaining the user ID and password bidders can participate in this tender by paying item wise tender processing fee, which is payable to E-Tender service provider i.e. M/s ITI Ltd. on E-Tender portal <http://etender.punjabgovt.gov.in>. The Registration Charges and Tender Processing Fee as mentioned in the website against each line item i.e. inclusive of all taxes shall be paid to M/s. ITI Limited through E-Payment gateway of Punjab National Bank using Credit Card/ Debit Card- Master Card and Visa Card only. Validity of online registration is one year. For registration and other queries related to processing of e-tender email: punjabprocure@etenderwizard.com.
5. Tenderer may also download the tender enquiry documents from the web site www.punjabmedicaleducation.org, www.gmc.edu.in, <http://etender.punjabgovt.gov.in>, www.lifecarehll.com and <http://eprocure.gov.in>
6. All prospective tenderers may attend the Pre Tender meeting. The venue, date and time indicated in the Para 2 above.
7. Tenderers shall ensure that they shall submit the original documents specified in the tender like Demand Draft for tender fee in favour of HLL Lifecare Ltd, EMD (or exemption certificate, in case of EMD exemption), Technical Data Sheet and original technical literature/ Brochure (if any) and seal it in an envelope and mark the envelope with Tender number mentioning offered item serial number (s). The said envelope shall clearly bear the name of the Project and name and address of the bidder. In addition, the Tender due date should be indicated on the right hand corner of the envelope. The original documents should be submitted as stated in sl. no. vi of para 2 above in the tender box provided at **HLL Lifecare Ltd, B-14 A, Sector -62, NOIDA-201307**.
8. Since the tender opening is in e-mode, the same can be viewed by the tenderers online.

SVP (GB)

SECTION - II
GENERAL INSTRUCTIONS TO TENDERERS (GIT)
CONTENTS

Sl. No.	Topic	Page No.
A	PREAMBLE	
1	Definitions and Abbreviations	7
2	Introduction	8
3	Availability of Funds	9
4	Language of Tender	9
5	Eligible Tenderers	9
6	Eligible Goods and Services	9
7	Tendering Expense	9
B	TENDER ENQUIRY DOCUMENTS	
8	Contents of Tender Enquiry Documents	9
9	Amendments to Tender Enquiry Documents	10
10	Clarification of Tender Enquiry Documents	10
C	PREPARATION OF TENDERS	
11	Documents Comprising the Tender	10
12	Tender Currencies	11
13	Tender Prices	11
14	Indian Agent	14
15	Firm Price / Variable Price	14
16	Alternative Tenders	14
17	Documents Establishing Tenderer's Eligibility and Qualifications	14
18	Documents Establishing Good's Conformity to Tender Enquiry Document	15
19	Earnest Money Deposit (EMD)	15
20	Tender Validity	16
21	Signing and Sealing of Tender	16
D	SUBMISSION OF TENDERS	
22	Submission of Tenders	17
23	Late Tender	17
24	Alteration and Withdrawal of Tender	17
E	TENDER OPENING	
25	Opening of Tenders	17

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

SECTION – II GENERAL INSTRUCTIONS TO TENDERERS (GIT)

A. PREAMBLE

1. Definitions and Abbreviations

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

1.2. Definitions:

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

1.3 Abbreviations:

- (i) “TE Document” means Tender Enquiry Document
- (ii) “NIT” means Notice Inviting Tenders.
- (iii) “GIT” means General Instructions to Tenderers
- (iv) “SIT” means Special Instructions to Tenderers

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

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 – Affidavit
- Section XXI – Consignee List

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

9. Amendments to TE documents

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

10. Clarification of TE documents

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

C. PREPARATION OF TENDERS

11. Documents comprising the tender. Tender has to be submitted online through e-mode. Hard copies submitted subsequently which have not been uploaded through e-mode will not be entertained.

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

A) Techno – Commercial Tender (Un priced Tender)

- 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) 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.
- vi) Performance Statement as per section IX along with relevant copies of orders and end users' satisfaction certificate.
- vii) Certificate of Incorporation.

B) Price Tender:

Price Schedule(s) as per Section XI filled up with all the details including Make, Model etc. of the goods offered in **online mode only (price bid must not be submitted in physical form)**.

N.B.

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

- 11.2 The authorized signatory of the tenderer must sign the tender duly stamped at appropriate places and initial all the remaining pages of the tender before uploading.
- 11.3 A tender which does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.
- 11.4 Tender sent by fax/telex/cable other than e-mode shall be ignored.

12. Tender currencies

- 12.1 The tenderer supplying indigenous goods or already imported goods shall quote only in Indian Rupees.
- 12.2 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 way shall be treated as non -responsive and rejected.

13 Tender Prices

- 13.1 The Tenderer shall indicate on the Price Schedule provided under Section XI (**as per the format uploaded in the price tender**) 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" (put a -) by the tenderer.
- 13.2 If there is more than one schedule in the List of Requirements, the tenderer has the option to submit its quotation for any one or more schedules and, also, to offer special discount for combined schedules. However, while quoting for a schedule, the tenderer shall quote for the complete requirement of goods and services as specified in that particular schedule.
- 13.3 The quoted prices for goods offered from within India and that for goods offered from abroad are to be indicated separately in the applicable Price Schedules attached under Section XI.
- 13.4 While filling up the columns of the Price Schedule, the following aspects should be noted for compliance:

- 13.4.1 For domestic goods or goods of foreign origin located within India, the prices in the corresponding price schedule shall be entered separately in the following manner:
- a) the price of the goods, quoted ex-factory/ ex-showroom/ ex-warehouse/ off-the-shelf, as applicable, including all taxes and duties like sales tax, CST VAT, CENVAT, Custom Duty, Excise Duty etc. already paid or payable on the components and raw material used in the manufacture or assembly of the goods quoted ex-factory etc. or on the previously imported goods of foreign origin quoted ex-showroom etc;
 - b) any sales or other taxes and any duties including excise duty, which will be payable on the goods in India if the contract is awarded;
 - c) charges towards Packing & Forwarding, Inland Transportation, Insurance (local transportation and storage) would be borne by the Supplier from ware house to the consignee site for a period including 3 months beyond date of delivery, Loading/Unloading and other local costs incidental to delivery of the goods to their final destination as specified in the List of Requirements and Price Schedule;
 - d) the price of Incidental Services, as mentioned in List of Requirements and Price Schedule;
 - e) the prices of Turnkey (if any), as mentioned in List of Requirements, Technical Specification and Price Schedule; and
 - f) the price of annual CMC, as mentioned in List of Requirements, Technical Specification and Price Schedule.
- 13.4.2 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) Deleted**
 - c) the price of goods quoted CIP (name port of destination) in India as indicated in the List of Requirements, Price Schedule and Consignee List;
 - d) Deleted**
 - e) The charges for Insurance (local transportation and storage) would be extended and borne by the Supplier from ware house to the consignee site for a period including 3 months beyond date of delivery. Other local costs and Incidental costs, as specified in the List of Requirements and Price Schedule;
 - f) The charges for Incidental Services, as in the List of Requirements and Price Schedule;
 - g) The prices of Turnkey (if any), as mentioned in List of Requirements, Technical Specification and Price Schedule; and
 - h) The price of annual CMC, as mentioned in List of Requirements, Technical Specification and Price Schedule.
- 13.5 Additional information and instruction on Duties and Taxes:
- 13.5.1 If the Tenderer desires to ask for excise duty, sales tax/ VAT, Service Tax, Works Contract Tax etc. to be paid extra, the same must be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such duties and taxes and no claim for the same will be entertained later.
- 13.5.2 Excise Duty:
- a) If reimbursement of excise duty is intended as extra over the quoted prices, the supplier must specifically say so also indicating the rate, quantum and nature of the duty applicable. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of excise duty will be entertained after the opening of tenders.
 - b) If a Tenderer chooses to quote a price inclusive of excise duty and also desires to be reimbursed for variation, if any, in the excise duty during the time of supply, the tenderer

must clearly mention the same and also indicate the rate and quantum of excise duty included in its price. Failure to indicate all such details in clear terms may result in rejection of that tender.

- c) Subject to sub clauses 13.5.2 (a) & (b) above, any change in excise duty upward/downward as a result of any statutory variation in excise duty taking place within contract terms shall be allowed to the extent of actual quantum of excise duty paid by the supplier. In case of downward revision in excise duty, the actual quantum of reduction of excise duty shall be reimbursed to the purchaser by the supplier. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the supplier.

13.5.3 Sales Tax:

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

13.5.4 Octroi Duty and Local Duties & Taxes:

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

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

13.5.5 Customs Duty:

The Purchaser will pay the Customs duty wherever applicable.

- 13.6 For transportation of imported goods offered from abroad, relevant instructions as incorporated under GCC Clause 10 shall be followed.
- 13.7 For insurance of goods to be supplied, relevant instructions as provided under GCC Clause 11 shall be followed.
- 13.8 Unless otherwise specifically indicated in this TE document, the terms FCA, FOB, FAS, CIF, CIP, DDP etc. for imported goods offered from abroad, shall be governed by the rules & regulations prescribed in the current edition of INCOTERMS, published by the International Chamber of Commerce, Paris
- 13.9 The need for indication of all such price components by the tenderers, as required in this clause (viz., GIT clause 13) is for the purpose of comparison of the tenders by the purchaser

and will no way restrict the purchaser's right to award the contract on the selected tenderer on any of the terms offered.

14. Indian Agent

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

- a) 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).
- b) Principal/ manufacturer's original proforma invoice with the price bid

15. Firm Price

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

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

16. Alternative Tenders

16.1 Alternative Tenders are not permitted.

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

16.3 If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product. In a tender, either the Indian Agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.

17 Documents Establishing Tenderer's Eligibility and Qualifications

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

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

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

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

- 18.1 The tenderer shall provide in its tender the required as well as the relevant documents like technical data, literature, drawings etc. to establish that the goods and services offered in the tender fully conform to the goods and services specified by the purchaser in the TE documents. For this purpose the tenderer shall also provide a clause-by-clause commentary on the technical specifications and other technical details incorporated by the purchaser in the TE documents to establish technical responsiveness of the goods and services offered in its tender. (As per the format uploaded in the e- tender).
- 18.2 In case there is any variation and/or deviation between the goods & services prescribed by the purchaser and that offered by the tenderer, the tenderer shall list out the same in a chart form without ambiguity and provide the same along with its tender.
- 18.3 If a tenderer furnishes wrong and/or misleading data, statement(s) etc. about technical acceptability of the goods and services offered by it, its tender will be liable to be ignored and rejected in addition to other remedies available to the purchaser in this regard.

19. Earnest Money Deposit (EMD)

- 19.1 Pursuant to GIT clauses 8.1 and 11.1 A (i) the tenderer shall furnish along with its tender, earnest money for amount as shown in the List of Requirements. The earnest money is required to protect the purchaser against the risk of the tenderer's unwarranted conduct as amplified under sub-clause 19.7 below.
- 19.2 The tenderers who are currently registered and, also, will continue to remain registered during the tender validity period with Directorate General of Supplies & Disposals or with National Small Industries Corporation, New Delhi for the specific goods as per tender enquiry specification shall be eligible for exemption from EMD. In case the tenderer falls in these categories, it should furnish copy of its valid registration details (with DGS&D or NSIC, as the case may be).
- 19.3 The earnest money shall be denominated in Indian Rupees or equivalent currencies as per GIT clause 12.2. The earnest money shall be furnished in one of the following forms:
- i) Account Payee Demand Draft
 - ii) Banker's cheque and
 - iii) Bank Guarantee
- 19.4 The demand draft or banker's cheque shall be drawn on any commercial bank in India or country of the tenderer, in favour of the "HLL Lifecare Limited" payable at New Delhi. In case of bank guarantee, the same is to be provided from any commercial bank in India or country of the tenderer as per the format specified under Section XIII in these documents.
- 19.5 The earnest money shall be valid for a period of forty-five (45) days beyond the validity period of the tender. As validity period of Tender as per Clause 20 of GIT is 120 days, the EMD shall be valid for 165 days from Techno – Commercial Tender opening date.
- 19.6 Unsuccessful tenderers' earnest money will be returned to them without any interest, after expiry of the tender validity period, but not later than thirty days after conclusion of the resultant contract. Successful tenderer's earnest money will be returned without any interest, after receipt of performance security from that tenderer.
- 19.7 Earnest Money is required to protect the purchaser against the risk of the Tenderer's conduct, which would warrant the forfeiture of the EMD. Earnest money of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged

without prejudice to other rights of the purchaser. The successful tenderer's earnest money will be forfeited without prejudice to other rights of Purchaser if it fails to furnish the required performance security within the specified period.

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

20. Tender Validity

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

21. Signing and Sealing of Tender

- 21.1 The tenderers shall submit their tenders as per the instructions contained in GIT Clause 11.
- 21.2 Deleted.
- 21.3 Deleted.
- 21.4 All the copies of the tender shall be duly signed at the appropriate places as indicated in the TE documents and all other pages of the tender including printed literature, if any shall be initialled by the same person(s) signing the tender. The tender shall not contain any erasure or overwriting, except as necessary to correct any error made by the tenderer and, if there is any such correction; the same shall be initialled by the person(s) signing the tender.
- 21.5 The documents shall be prepared and scanned in different files (in PDF or JPEG format) and uploaded for on-line submission of Proposal. The following documents shall also be submitted in '**ORIGINAL**' to HLL Lifecare Ltd as detailed in the NIT para 2.
- a) Demand Draft towards Tender Fee in favour of HLL Lifecare Ltd
 - b) EMD in the prescribed format in favour of HLL Lifecare Ltd
 - c) **Technical Data Sheet and original technical literature/ Brochure**

Note: -Price bid to be submitted on-line only as per prescribed format. Changing the format may result in rejection of the bid. **Price bid must not be submitted in physical form**

- 21.6 TE document seeks quotation following **two Tender System**, in two parts. First part will be known as '**Techno - Commercial Tender**', and the second part '**Price Tender**' as specified in clause 11 of GIT.

D. SUBMISSION OF TENDERS

22. Submission of Tenders

- 22.1 Detailed tender document may be downloaded from Tender Wizard and the tender may be submitted online following the instructions appearing on the screen. A Vendor manual containing the detailed guidelines for e-tendering system is also available on Tender Wizard. The hard copies requested in the tender are to deposit in the tender box kept for this purpose at **HLL Lifecare Limited, Procurement and Consultancy Division, B-14 A, Sector-62, Noida-201 307, Uttar Pradesh before the due date and time of submission of tender.**
- 22.2 The tenderers must ensure that they deposit their tenders not later than the closing time and date specified for submission of tenders. It is the responsibility of the tenderer to ensure that their Tenders whether sent by post or by courier or by person, are dropped in the Tender Box by the specified clearing date and time.
- 22.3 No hard copies except otherwise as mentioned in the tender enquiry document need to be submitted.

23. Late Tender

- 23.1 The Original document which has been asked in the tender, which is received after the specified date and time for receipt of tenders will be treated as “late” tender and will be ignored.

24. Alteration and Withdrawal of Tender

- 24.1 The Bidder may modify, substitute or withdraw its e- tender after submission, prior to the tender Due Date. No tender shall be modified, substituted or withdrawn by the Bidder on or after the tender Due Date.
- (i) Any alteration/ modification in the tender or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.
- (ii) For modification of e-bid, bidder has to detach its old bid proposal from e-tendering portal and upload / resubmit digitally signed modified bid.
- (iii) For withdrawal of bid, applicant has to click on withdrawal icon at e-tendering portal and can withdraw its e-bid.

E. TENDER OPENING

25. Opening of Tenders

- 25.1 The purchaser will open the tenders at the specified date and time as indicated in the NIT. Opening of tender will be done through online process.
- 25.2 For participating in the tender, the authorized signatory holding Power of Attorney shall be the Digital Signatory. In case the authorized signatory holding Power of Attorney and Digital Signatory are not the same, the proposal shall be considered non-responsive.
- (i) The Authority shall open documents of the Application received in electronic form as mentioned in the NIT on the bid due date, in the presence of the Applicants who choose to attend. The Authority will subsequently examine and evaluate the bids in accordance with the provisions set out in the tender enquiry document.

- (ii) The Financial Proposal of the pre-qualified and short listed applicants will only be opened. The date of opening of Financial Proposal will be notified later on.

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. Preliminary Scrutiny of Tenders

27.1 The Purchaser will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed stamped and whether the Tenders are generally in order.

27.2 The Purchaser's determination of a Tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

27.3 ~~Deleted~~

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

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

- (i) ~~Deleted~~
- (ii) Tender is unsigned.
- (iii) Tender validity is shorter than the required period.
- (iv) Required EMD (Amount, validity etc.)/ exemption documents have not been provided.
- (v) Tenderer has quoted for goods manufactured by other manufacturer(s) without the required Manufacturer's Authorisation Form as per Section XIV.
- (vi) Tenderer has not agreed to give the required performance security of required amount in an acceptable form in terms of GCC clause 5, read with modification, if any, in Section - V – "Special Conditions of Contract", for due performance of the contract.
- (vii) ~~Deleted~~
- (viii) Tenderer has not agreed to other essential condition(s) specially incorporated in the tender enquiry like terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law.
- (ix) Poor/ unsatisfactory past performance.

- (x) Tenderers who stand deregistered/banned/blacklisted by any Govt. Authorities.
- (xi) Tenderer is not eligible as per GIT Clauses 5.1 & 17.1.
- (xii) Tenderer has not quoted for the entire quantity as specified in the List of Requirements in the quoted schedule.
- (xiii) Tenderer has not agreed for the delivery terms and delivery schedule.

28. Minor Infirmary/Irregularity/Non-Conformity

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

29 Discrepancies in Prices

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

30. Discrepancy between original and uploaded scan copies of Tender

- 30.1 In the event of any discrepancy between the original and the copy (in electronic form), the original shall prevail.
It may be noted that scan copies can be prepared in different file format (PDF, JPEG).
It may also be noted that Applicants can upload a single file of size of 5 MB only but you can upload multiple files

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

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 not be considered for ranking purpose.**

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

- 35.1 Further to GIT Clause 34 above, the purchaser’s evaluation of a tender will include and take into account the following:
- i) In the case of goods manufactured in India or goods of foreign origin already located in India, sales tax & other similar taxes and excise duty & other similar duties, Service Tax, Works Contract Tax etc which will be contractually payable (to the tenderer), on the goods if a contract is awarded on the tenderer; and
 - ii) in the case of goods of foreign origin offered from abroad, customs duty and other similar import duties/taxes, which will be contractually payable (to the tenderer) on the goods if the contract is awarded on the tenderer.
- 35.2 The purchaser’s evaluation of tender will also take into account the additional factors, if any, incorporated in SIT in the manner and to the extent indicated therein.
- 35.3 The Purchaser reserves the right to give the price preference to small-scale sectors etc. and purchase preference to central public sector undertakings as per the instruction in vogue while evaluating, comparing and ranking the responsive tenders.
- i. In exercise of powers conferred in Section 11 of the Micro, Small and Medium Enterprises Development (MSMED) Act 2006, the Government has notified a new Public Procurement Policy for Micro & Small Enterprises effective from 1st April 2012. The policy mandates that 20% of procurement of annual requirement of goods and services by all Central Ministries / Public Sector Undertakings will be from the micro and small enterprises. The Government has also earmarked a sub-target of 4% procurement of goods & services from MSEs owned by SC/ST entrepreneurs out of above said 20% quantity.
 - ii. In accordance with the above said notification, the participating Micro and Small Enterprises (MSEs) in a tender, quoting price within the band of L 1+15% would also be allowed to supply a portion of the requirement by bringing down their price to the L 1 price, in a situation where L 1 price is from someone other than an MSE. Such MSEs would be allowed to supply up to 20% of the total tendered value. In case there are more than one such eligible MSE, the 20% supply will be shared equally. Out of 20% of the quantity earmarked for supply from MSEs, 4% quantity is earmarked for

procurement from MSEs owned by SC/ST entrepreneurs. However, in the event of failure of such MSEs to participate in the tender process or meet the tender requirements and the L 1 price, the 4% quantity earmarked for MSEs owned by SC/ST entrepreneurs will be met from other participating MSEs.

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

36. Tenderer's capability to perform the contract

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

37. Contacting the Purchaser

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

G. AWARD OF CONTRACT

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

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

39. Award Criteria

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

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

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

40.2 If the quantity has not been increased 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 off to next whole number) without any change in the unit price and other terms & conditions mentioned in the contract, during the currency of the contract.

41. Notification of Award

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

41.2 The Notification of Award shall constitute the conclusion of the Contract.

42. Issue of Contract

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

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

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

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

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

44. Return of E M D

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

45. Publication of Tender Result

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

46. Corrupt or Fraudulent Practices

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

(a) defines, for the purposes of this provision, the terms set forth below as follows:

- (i) “corrupt practice” means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and

- (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;
- (b) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the purchaser if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

SECTION - III
SPECIAL INSTRUCTIONS TO TENDERERS
(SIT)

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

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

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

A Preamble

No Change

B TE documents

No Change

C Preparation of Tenders

No Change

D Submission of Tenders

All documents must be submitted on-line. Only the following documents to be submitted physically also.

- a) Demand Draft towards Tender Fee in favour of HLL Lifecare Ltd
- b) EMD in the prescribed format in favour of HLL Lifecare Ltd
- c) **Technical Data Sheet and original technical literature/ Brochure**

Note: - Price bid to be submitted on-line only as per prescribed format. Changing the format may result in rejection of the bid. **Price bid must not be submitted in physical form**

E Tender Opening

No Change

F Scrutiny and Evaluation of Tenders

No Change

G Award of Contract

No Change

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

Sl No.	Topic	Page
1	Application	27
2	Use of contract documents and information	27
3	Patent Rights	27
4	Country of Origin	27
5	Performance Security	27
6	Technical Specifications and Standards	28
7	Packing and Marking	28
8	Inspection, Testing and Quality Control	29
9	Terms of Delivery	30
10	Transportation of Goods	30
11	Insurance	30
12	Spare parts	31
13	Incidental services	31
14	Distribution of Dispatch Documents for Clearance/Receipt of Goods	31
15	Warranty	32
16	Assignment	33
17	Sub Contracts	34
18	Modification of contract	34
19	Prices	34
20	Taxes and Duties	34
21	Terms and mode of Payment	34
22	Delivery	37
23	Liquidated Damages	38
24	Termination for default	38
25	Termination for insolvency	39
26	Force Majeure	39
27	Termination for convenience	39
28	Governing language	40
29	Notices	40
30	Resolution of disputes	40
31	Applicable Law	40
32	Withholding and Lien in respect of sums claimed	40
33	General/Miscellaneous Clauses	41

GENERAL CONDITIONS OF CONTRACT (GCC)

1. Application

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

2. Use of contract documents and information

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

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

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

3. Patent Rights

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

4. Country of Origin

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

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

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

5. Performance Security

5.1 Within fifteen (15) days from date of the issue of notification of award by the Purchaser/Consignee, the supplier, shall furnish performance security to the Purchaser/Consignee for an amount equal to ten percent (10%) of the total value of the contract, valid up to sixty (60) days after the date of completion of all contractual obligations by the supplier, including the warranty obligations, initially valid for a period of minimum 66 months from the date of Notification of Award.

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

It shall be in any one of the forms namely Account Payee Demand Draft or Fixed Deposit Receipt drawn from any Scheduled bank in India or Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in section XV of this

document in favour of the Purchaser/Consignee. The validity of the Fixed Deposit receipt or Bank Guarantee will be for a period up to sixty (60) days beyond Warranty Period.

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

9. Terms of Delivery

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

10. Transportation of Goods

- 10.1 Instructions for transportation of imported goods offered from abroad:

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

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

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

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

11. Insurance:

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

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

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

12. Spare parts

- 12.1 If specified in the List of Requirements and in the resultant contract, the supplier shall supply/provide any or all of the following materials, information etc. pertaining to spare parts manufactured and/or supplied by the supplier:
- a) The spare parts as selected by the Purchaser/Consignee to be purchased from the supplier, subject to the condition that such purchase of the spare parts shall not relieve the supplier of any contractual obligation including warranty obligations; and
 - b) In case the production of the spare parts is discontinued:
 - i) Sufficient advance notice to the Purchaser/Consignee before such discontinuation to provide adequate time to the purchaser to purchase the required spare parts etc., and
 - ii) Immediately following such discontinuation, providing the Purchaser/Consignee, free of cost, the designs, drawings, layouts and specifications of the spare parts, as and if requested by the Purchaser/Consignee.
- 12.2 Supplier shall carry sufficient inventories to assure ex-stock supply of consumables and spares for the goods so that the same are used during warranty and CMC period.

13. Incidental services

- 13.1 Subject to the stipulation, if any, in the SCC (Section – V), List of Requirements (Section – VI) and the Technical Specification (Section – VII), the supplier shall be required to perform the following services.
- i) Installation & commissioning, Supervision and Demonstration of the goods
 - ii) Providing required jigs and tools for assembly, minor civil works required for the completion of the installation.
 - iii) Training of Consignee's Doctors, Staff, operators etc. for operating and maintaining the goods
 - iv) Supplying required number of operation & maintenance manual for the goods

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

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

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

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

Within 24 hours of despatch, the supplier shall notify the purchaser, consignee, and others concerned if mentioned in the contract, the complete details of despatch and also supply the

following documents to them by registered post / speed post / courier (or as instructed in the contract):

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

B) For goods imported from abroad

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

- (i) Four copies of supplier's invoice showing contract number, goods description, quantity, unit price and total amount;
- (ii) Original and four copies of the negotiable clean, on-board Bill of Lading/Airway bill, marked freight prepaid 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, BEAUREU VERITAS, TUV prior to despatch
- (vii) Manufacturer's own factory inspection report;
- (viii) Certificate of origin
- (ix) Port of Loading;
- (x) Port of Discharge and
- (xi) Expected date of arrival.

15. Warranty

- 15.1 The supplier warrants comprehensively that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by the purchaser in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials, manufacturing or workmanship or from any act or omission of the supplier that may develop under normal use of the supplied goods under the conditions prevailing in India.
- 15.2 The **warranty** shall remain valid for the period as mentioned in the list of requirement/ General Technical specification, after the goods or any portion thereof as the case may be, have been delivered, installed and commissioned at the final destination.

- a. No conditional warranty will be acceptable.
 - b. Warranty as well as Comprehensive Maintenance contract will be inclusive of all accessories and Turnkey work and it will also cover the following wherever applicable:-
 - Any kind of motor.
 - Plastic & Glass Parts against any manufacturing defects.
 - All kind of sensors.
 - All kind of coils, probes and transducers.
 - Printers and imagers including laser and thermal printers with all parts.
 - UPS including the replacement of batteries.
 - Air-conditioners
 - c. Replacement and repair will be under taken for the defective goods.
 - d. Proper marking has to be made for all spares for identification like printing of installation and repair dates.
- 15.3 In case of any claim arising out of this warranty, the Purchaser/Consignee shall promptly notify the same in writing to the supplier. The period of the warranty will be as per G.C.C clause number 15.2 above irrespective of any other period mentioned elsewhere in the bidding documents.
- 15.4 Upon receipt of such notice, the supplier shall, within 8 hours on a 24(hrs) X 7 (days) X 365 (days) basis respond to take action to repair or replace the defective goods or parts thereof, free of cost, at the ultimate destination. The supplier shall take over the replaced parts/goods after providing their replacements and no claim, whatsoever shall lie on the purchaser for such replaced parts/goods thereafter. The penalty clause for non-rectification will be applicable as per tender conditions
- 15.5 In the event of any rectification of a defect or replacement of any defective goods during the warranty period, the warranty for the rectified/replaced goods shall be extended till the completion of the original warranty period of the main equipment.
- 15.6 If the supplier, having been notified, fails to respond to take action to repair or replace the defect(s) within 8 hours on a 24(hrs) X 7 (days) X 365 (days) basis, the purchaser may proceed to take such remedial action(s) as deemed fit by the purchaser, at the risk and expense of the supplier and without prejudice to other contractual rights and remedies, which the purchaser may have against the supplier.
- 15.7 During Warranty period, the supplier is required to visit at each consignee's site at least once in 6 months commencing from the date of the installation for preventive maintenance of the goods
- 15.8 The Purchaser/Consignee reserve the rights to enter into Annual Comprehensive Maintenance Contract between Consignee and the Supplier for the period as mentioned in Section VII, Technical Specifications after the completion of warranty period.
- 15.9 The supplier along with its Indian Agent and the CMC provider shall ensure continued supply of the spare parts for the machines and equipment 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 equipment/machines/goods etc. and shall always give the most competitive price for its machines/equipment supplied to the Purchaser/Consignee.
- 16. Assignment**
- 16.1 The Supplier shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with the Purchaser's prior written permission.

17. Sub Contracts

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

18. Modification of contract

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

19. Prices

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

20. Taxes and Duties

- 20.1 Supplier shall be entirely responsible for all taxes, duties, fees, levies etc. incurred until delivery of the contracted goods to the purchaser.
- 20.2 Further instruction, if any, shall be as provided in the SCC.

21. Terms and Mode of Payment

21.1 Payment Terms

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

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

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

a) On delivery:

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

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

b) On Acceptance:

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

B) Payment for Imported Goods:

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

a) On Shipment:

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

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

b) On Acceptance:

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

installation, commissioning, testing and one to two weeks of successful trial run of the equipment.

c) Payment of Indigenous Goods :

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

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

e) Payment of Indian Agency Commission:

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

C) Payment of Turnkey, if any:

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

D) Payment for Annual Comprehensive Maintenance Contract Charges:

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

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

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

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

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

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

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

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

- 21.9 In case where the supplier is not in a position to submit its bill for the balance payment for want of receipted copies of Inspection Note from the consignee and the consignee has not complained about the non-receipt, shortage, or defects in the supplies made, balance amount will be paid by the paying authority without consignee's receipt certificate after three months from the date of the preceding part payment for the goods in question, subject to the following conditions:
- (a) The supplier will make good any defect or deficiency that the consignee (s) may report within six months from the date of despatch of goods.
 - (b) Delay in supplies, if any, has been regularized.
 - (c) The contract price where it is subject to variation has been finalized.
 - (d) The supplier furnishes the following undertakings:

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

22. Delivery

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

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

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

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

22.6 Passing of Property:

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

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

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

23. Liquidated damages

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

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

24. Termination for default

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

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

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

25. Termination for insolvency

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

26. Force Majeure

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

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

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

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

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

27. Termination for convenience

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

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

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

28. Governing language

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

29. Notices

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

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

30. Resolution of disputes

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

30.2 If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, unless otherwise provided in the SCC, either the Purchaser/Consignee or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. In the case of a dispute or difference arising between the Purchaser/Consignee and a domestic Supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitration of an officer in the Ministry of Law and Justice, appointed to be the arbitrator by the Director General (Health Services). The award of the arbitrator shall be final and binding on the parties to the contract subject to the provision that the Arbitrator shall give reasoned award in case the value of claim in reference exceeds Rupees One lakhs (Rs. 1,00,000/-)

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

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

31. Applicable Law

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

32 Withholding and Lien in respect of sums claimed

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

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

33. General/ Miscellaneous Clauses

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

SECTION – V

SPECIAL CONDITIONS OF CONTRACT (SCC)

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

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

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

SECTION - VI

LIST OF REQUIREMENTS

Part-I

Sl. no.	Item description	Department	Qty.	Warranty (Years)	CMC (Years)
1	Projection system in Dissection Hall	Anatomy	1	5	5
2	Digital Research Microscope with CCD camera	Anatomy	1	5	5
3	Computerized Cardiopulmonary Exercise Testing System with Treadmill for humans	Physiology	2	5	5
		Pharmacology			
4	Polysomnograph (Portable)	Physiology	1	5	5
5	High resolution /Quality Microscope with digital camera, image analyzer & computer	Pathology	1	5	5
6	HPLC along with its accessories	Pharmacology	1	5	5
7	Whole body plethysmograph for conscious unrestrained freely moving animals	Pharmacology	1	5	5
8	Real Time PCR	Microbiology	1	5	5
9	Fully Automated Blood Culture System	Microbiology	1	5	5
10	Colour Doppler (2-D)	Surgery	1	5	5
11	Ventilator- High End (I.C.U)	Anesthesia	3	5	5
12	Blood Cell Separator	Transfusion Medicine	1	5	5
13	Laparoscopic Surgery Set with Hysteroscope & Resectoscope with High Definition Camera & Monitor	Obs & Gyn.	1	5	5
14	General Orthopedic Instruments	Ortho	1	5	5
15	Drilling & Saw System	Ortho	1	5	5

Part II: Required Delivery Schedule:

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

75 days from date of Notification of Award to delivery at consignee site. The date of delivery will be the date of delivery at consignee site. Tenderers may quote earliest delivery period. Installation and commissioning shall be done within 45 days of receipt of the stores/ goods at site or within 45 days of handing over the site for installation, whichever is later.

b) For Imported goods directly from foreign:

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

Note: Installation and commissioning shall be done within 45 days of receipt of the stores/ goods at site or within 45 days of handing over the site for installation, whichever is later. delayed delivery and/ or installation and commissioning liquidated damages will get applied as per GCC clause 23.

Part III: Scope of Incidental Services:

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

Part IV:

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

Part V:

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

Part VI:

Required Terms of Delivery and Destination.

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

At Consignee Site(s)

b) For Imported goods directly from abroad:

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

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

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

Destination/Consignee details are given in Section XXI

Section – VII

Technical Specifications

Item no. 1

Projection system in Dissection Hall

A. Digital Camera for direct display (Quantity-2)

Full HD (1080) 30fps, 21.1 mega Pixel, movie recording 3.9 fps APEG Shooting 9 Auto focusing with Assist Auto focus Points integrated Cleaning System Magnesium allow body 16-35 LENS L2UMS.

B. LED TV (Quantity-6)

1. Video Screen Size 54.6”(1) Resolution Widescreen
2. Dynamic Contrast Ratio Mega Dynamic with Auto Motion
3. Plus 120/240 Hz and 120 Hz Wide Color Enhancer
4. Audio Speaker Type Bottom
5. Features
 - a. Having Any net+(HDMI-CEC) and Picture-in-Picture
6. Connectivity
 - a. Media Stream InfoLink, USB 2.0 Movie-Multi-Media Center Movie, JPEG
7. System
 - a. DTV Type LED, DTV Tuner Built-in
 - b. Panel:-Ultra Clear Panel
8. Input & Output
 - a. HDMI 4
 - b. Digital Audio (Optical), PC Input (D_sub) Yes
 - c. Components(Y/Pb/Pr) 1, Ethernet (LAN) 1, RF In 1, USB 2.0 - 2
9. Design
 - a. Swivel (Left/Right)
10. Optional Accessories
 - a. Ultra Slim Wall Mount

C. Installation with audio system

- 1 Suitable PC to be supplied along with the system.
- 2 Laser printer

Item no. 2

Digital Research Microscope with CCD Camera

1. Digital Research Microscope camera & imaging software.
2. Observation tube- Trinocular, 30 deg inclined, IPD range 52-75 mm.
3. Eyepiece- focussable 10x with F.O.V 20 or better
4. Revolving Quadruple nose piece (for objectives)
5. Objectives-Infinity Corrected Plan 4X,10X,40X(Spring Loaded),100X (Spring Loaded,Oil Immersion)
6. Stage-XY mechanical stage with minimum stage size of 180 (W) x 130(Y) mm or better & travel range of minimum 75mm (X) and 50mm(Y) or better with double slide holder capability
7. Illumination - 6V 20 W Halogen Lamp with 5 spare lamps
8. ½ CCD/CMOS scientific color camera-resolution 5 MP or better with suitable mount.
9. Light Sensitivity - 1 Lux
10. Interface-USB or port to connect PC
11. Software - Image Analysis Software
12. System Requirements – Suitable PC having 19” Colour LCD/TFT Monitor, CPU: RAM: 4 GB or more, Hard Disk Space: 500 GB or more, CD/DVD-ROM drive and USB port 3.0. Power adapters/ cables etc for projection and LAN transmission.
13. Should be supplied with compatible colour printer.
14. Manufactures/Supplier should have ISO certificate to Quality Standard.
15. Should be USFDA or European CE approved product.
16. Equipment should be installed and demonstrated.
17. Training should be given to at least two faculties.

Item no. 3

Computerized cardiopulmonary exercise testing system with treadmill for humans

A PHYSIOLOGY TEST SYSTEM

1. The unit should be a compact unit for spirometry and allied parameters, mounted on a suitable trolley.
2. The system should measure VO₂, VCO₂, RQ, VE, spirometry/ flow volume, AT etc.
3. The system should be interfaced to computer (latest configuration) with 17” Colour LCD/TFT monitor, printer
4. The system should have a fully automatic and computerized volume calibration system.

5. The system should measure Nutritional parameters.
6. The system should have a bidirectional volume sensor with the following specifications:-
 - (i) Volume: 0 to 10 lit.
 - (ii) Accuracy: 50 ml or 2%
 - (iii) Resolution: 3 ml
 - (iv) Flow: 0 to 15 l/s
7. **System should have oxygen & CO2 analyser with response time less than 150 m secs.**
8. The system should record data breath by breath and intra breath.
9. The system should have a unit to automatically detect ambient conditions such as pressure, temperature, and humidity.
10. It should have a 12 channel ECG unit integrated into the system.
11. It should be interfaced with a treadmill system (Specifications of treadmill enclosed).
12. A suitable interpretation program to evaluate the test results should be available.

B SPECIFICATION OF TREADMILL

1. The new generation of treadmills especially designed in accordance with high safety and quality requirements in Pneumology, Cardiology, Stress Testing, Endurance Training, Rehabilitation, sports Medicine as well as in Medical Fitness Training.
2. For safety purposes the unit should be equipped with an emergency switch which stops the treadmill at any stage of operation, and which switches the WHOLE system powerless.
 - (i) Speed: adjustable from 0 - 22 km/h
 - (ii) Resolution: 0.5 %
 - (iii) Motor power: 2 kW
 - (iv) Motor: maintenance-free and efficient rotary current asynchronous motor (CE mark) with V-belt, low noise and smooth running
3. The following data should be recorded on-line:
 - (i) Time [s]
 - (ii) Speed [km/h]
 - (iii) Elevation [%]
 - (iv) Distance [km]
4. Power input to be 220-240VAC, 50Hz
5. System Configuration Accessories, spares and consumables:
 - (i) 12 lead ECG CABLE-1no.
 - (ii) Gel-5 bottles

C Standards, Safety and Training

1. Should be US FDA/ European CE / BIS approved product
2. Calibration/Acceptance test certificate from the factory required.
3. Manufacturer/Supplier should have ISO certification for quality standards.

D Documentation

1. User/Service Manual in English
2. Compliance Report to be submitted in a tabulated and point wise manner clearly mentioning the page/para number of original catalogue/data sheet. Any point, if not substantiated with authenticated catalogue/manual, will not be considered.

Item no. 4**Polysomnograph (portable)**

Channels: nasal airflow, body position, chest effort, limb movement, abdominal effort, SpO₂ , snoring, pulse ,CPAP.

Sampling rate: 256 Hz

Sensitive: 1-1500 microvolt/mm.

Item no. 5

High resolution /Quality Microscope with digital camera, image analyser & computer

1. Digital Motorised Research Microscope with CCD Camera.
2. Trinocular, 30 deg inclined with 3 way light path sector of 0:100, 100:0, and 20:80
3. 10x with F.O.V. 22 or better (focussable)
4. Revolving motorised sextuple nose piece (for objectives)
5. Objectives - Infinity Corrected Plan 4X, 10X, 20X, 40X (Spring Loaded), 100X (Spring Loaded, Oil Immersion)
6. Illumination - 12V 100 W precentered Halogen Lamp with 5 spare lamps
7. Image Device - CCD Camera - Resolution 5MP or better with suitable mount and should be from the same manufacturer of camera
8. Light Sensitivity - 1 Lux
9. USB/Fire wire
10. Software - Image Analysis Software
11. System Requirements – Suitable PC having 19” Colour LCD/TFT Monitor, CPU: RAM: 4 GB or more, Hard Disk Space: 500 GB or more, CD/DVD-ROM drive and USB port 3.0. Power adapters/ cables etc. for projection and LAN transmission.

12. Should be supplied with compatible colour printer.
13. Manufactures/Supplier should have ISO certificate to Quality Standard.
14. Should be USFDA or European CE approved product.
15. Equipment should be installed and demonstrated.
16. Training should be given to at least two faculties.
17. Camera, Microscope and Software should be from the same manufacturer

Item no. 6

HPLC along with its accessories

1. Description of function:

- 1.1 High performance pressure/liquid chromatography (HPLC) is a form of column chromatography used to separate components of a mixture by using a variety of chemical interactions between the substance being analysed (analyte) and the chromatography column.

2. Operational requirements:

- 2.1 System should be complete with columns, binary gradient pump, mixer, detector along with state of art PC with software for chromatography management.

3. Technical specifications:

- 3.1 Binary gradient pump: (2 nos.)

Integrated binary gradient system with dual piston pump (2 nos.) with automatic plunger cleaning system. Flow precision 0.1% RSD. Programmable flow rate range from 0.001 to 10ml/min with 0.01 ml/min increments. Composition accuracy+/- 0.5% precision: <0.5% RSD. Maximum pressure: 6000psi at all flow rates. Safety and maintenance aids: extensive diagnostic error detection and display. No of eluents: 2. Flow accuracy +/-1%. Software programmable high and low pressure limits. Software initiated purge functions. Delay volume: <200micro litre. Built-in master/slave function. Solvent selection valve facility.

- 3.2 Gradient mixer: (1no)

- 3.3 Manual injector: (1no)

M-7725i Rheodyne injector with 20 8l loop and mounting bracket. Additional loops of 5, 50, 100 & 200 8l to be included.

- 3.4 Photo diode array detector:

Two modes of operation using a variable slit width for high resolution mode and high sensitivity mode.

Should have temperature control cell (ambient +5° C to 50° C)

Wavelength range: 190nm-800nm

Wavelength accuracy: +/- 1nm

Photo diode array detector: Light source D2/D2+W lamps

Drift less than 10×10^{-4} AU/Hour

Noise level +/- 1.0×10^{-5} AU

Linearity of 2.0AU

Automatic wavelength accuracy check at 4 wavelengths (UV & Vis) & wavelength correction

Florescence detector:

Wavelength rage: 200-650nm

Detector: Photomultiplier

Wavelength accuracy: +/- 3nm

Wavelength reproducibility +/- 0.25nm

Wavelength scanning possibility both for excitation and emission

Spectral Bandwidth 15nm both in the excitation and emission sides

Time programming feature

Light source compensation with dynode feedback system

Difference spectra and plotting of stored spectra

Diagnostic functions & configuration wizards.

Flow cell volume: facility to measure 15 micro litre or less

3.5 Chromatography manager: (1no)

Microprocessor of speed not less than 3 GHz, computer with 1 GB RAM, 80GB Hard disk drive, 1.44MB floppy drive, 52XCD-ROM R/W drive, Windows, 17" flat colour monitor, colour laser printer with the following features:

Control, acquire & process data.

Interactive control and display of solvent delivery.

All functions and features accessible from single window use the command bar to navigate.

Wizard to simplify and automate common system functions.

Methods- instrument, processing & reporting parameters in one place.

Database for better organization & easy retrieval or work and system user data

Extensive user help

Institutional copy of relevant software

3.6 Columns

a. C-18, Reverse Phase Column- 3 nos

3.7 Guard columns-10

3.8 One compatible degasser

3.9 Column oven: (1no)

Temperature range: 20 deg C to 60 deg C

Temperature accuracy: +/- 0.8 deg C

Temperature precision: +/- 0.25 deg C

Column capacity: Minimum 2 columns with guard columns

Requirement of HPLC is estimation of drugs level of narrow therapeutic sample/toxic drugs so columns should be offered accordingly to need with accessories.

3.10 Filtration accessories:

a. Solvent filtration kit with vacuums pump.

b. Sample filtration kit (Aqueous & organic)

3.11 System should have installation kit for each module.

4. System configuration accessories, spares and consumables

4.1 As specified

4.2 High resolution colour laser printer

5. Environmental factors:

5.1 Shall meet IEC-60601-1-2:2001 (Or equivalent BIS) General requirements of safety for electromagnetic compatibility.

5.2 The unit shall be capable of being stored continuously in ambient temperature of 0-50° C and relative humidity of 15-90%

5.3 The unit shall be capable of operating in ambient temperature of 20-30° C and relative humidity of 80%

6. Power supply:

6.1 Power input to be 220-240VAC, 50Hz fitted with Indian plug

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

6.3 Reset table over current breaker shall be fitted for protection.

7. Standards and safety

7.1 Electrical safety conforms to standards for electrical safety IEC-60601/IS-13450

7.2 Should be USFDA or European CE approved product.

7.3 Should be compliant to ISO 13485: Quality systems-medical devices- particular requirements for the application of ISO 9001 applicable to manufactures and service providers that perform their own design activities.

8. Documentation:

8.1 User technical maintenance manuals to be supplied.

8.2 Certificate of calibration and inspection from the factory.

8.3 List of equipment available for providing calibration and routine preventive maintenance support as per manufacturer documentation in service/ technical manual.

8.4 Log book with instruction for daily, weekly, monthly and quarterly maintenance checklist. The job description of the hospital technician and company service engineer should be clearly spelt out.

8.5 Compliance report to be submitted in a tabulated and point wise manner clearly mentioning the page/ para number of original catalogue.

8.6 List of important spare parts and accessories with their part number and costing should be available in stock with the supplier.

Item no. 7

Whole body plethysmograph for conscious unrestrained freely moving animals

Equipment specification for Rat unrestrained whole body Plethysmograph

1. Description of function:

1.1 Whole body plethysmograph helps in measuring non-invasively the breathing characteristic of conscious, unrestrained small animals

2. Operational requirements:

2.1 System complete with holding chamber, aerosol delivery mechanism and transducers.

3. Technical specifications:

3.1 Chamber is constructed of a durable clear acrylic with lid and ball valve in place.

3.2 Animal holding chamber for holding Rat

3.3 16 ounce (475ml) water bottle with spin on lid with sipper tube.

3.4 2 pressure transducer ports and 3 ancillary chamber ports.

3.5 Temperature sensor with cable.

3.6 Humidity sensor with cable pressure transducer

3.7 Pressure transducer +/- 2.25 cm H₂O

- 3.8 Barometric pressure sensor, 220V
- 4. System configuration accessories, spares and consumables, replacement accessories:
 - 4.1 Replacement screens - 06
 - 4.2 Ball valve - 06
 - 4.3 Water bottle with sipper tube -06
 - 4.4 Water bottle holder -06
 - 4.5 Temperature sensor -06
 - 4.6 Humidity sensor -06
 - 4.7 Temperature sensor cable for universalIXE -06
 - 4.8 Humidity sensor cable for UniversalIXE -06
 - 4.9 Rat whole body plethysmograph chamber lid -06
 - 4.10 Rat whole body plethysmograph chamber floor -06
 - 4.11 Gasket kit (6 gaskets) -06
 - 4.12 Refurbishment kit includes 6 gaskets, pneumotachograph screen, ball valve, water bottle, luer fittings and caps, screws, stopper, tubing, chamber floor.
 - 4.13 Plug and feet kit.

5. Environmental factors:

- 5.1 Shall meet IEC-60601-1-2:2001 (Or equivalent BIS). General requirements of safety for electromagnetic compatibility or should comply with 89/366/EEC; EMC directive.
- 5.2 The unit shall be capable of being stored continuously in ambient temperature of 0-50 deg C and relative humidity of 15-90%
- 5.3 The unit shall be capable of operating continuously in ambient temperature of 10-40 deg C and relative humidity of 15-90%

6. Power supply:

- 6.1 Power input to be 220-240V AC, 50Hz fitted with Indian plug
- 6.2 Suitable servo controlled stabilizer/CVT

7. Documentation:

- 7.1 User/ technical maintenance manuals to be supplied in English.
- 7.2 Certificate of calibration and inspection.
- 7.3 List of equipment available for providing calibration and routine preventive maintenance support as per manufacturer documentation in service/technical manual.
- 7.4 List of important spares and accessories with their part number and costing.
- 7.5 Log book with instructions for daily, weekly, monthly and quarterly maintenance checklist. The job description of the hospital technician and company service engineer should be clearly spelt out.

Item no. 8

Real Time PCR

- 1 Thermal Cycling in Peltier-based system with gradient block
- 2 Block Format 96-well block compatible with 96-well (0.1 ml/0.2ml) plates, at least 8-tube (0.1 ml/0.2ml) strips with optical flat caps and Individual (0.1 ml/0.2ml) tubes with optical flat caps
- 3 Supported Volumes 10–50 μ L
- 4 Sample Ramp Rate at least 2°C/sec
- 5 Temperature Range 4°C-100°C, Temperature Accuracy at least +/-0.25°C and Temperature Uniformity at least +/-0.50°C.
- 6 **Software for melt curve analysis to be quoted along with equipment.**
- 7 Optical System: LED excitation source, four-emission filters, and photodiode for FAM, SYBR Green I, VIC, JOE, NED, TAMRA, ROX dyes, with option to select no passive reference.
- 8 Data Collection in all filters for all wells.
- 9 **LCD screen and attached computer capable of displaying and programming parameters.**
- 10 Should be US FDA or European CE approved product.
- 11 **Suitable online UPS with ½ hr backup and Printer & probe design software to be provided.**
- 12 The offered system should be IVD approved

Item no. 9

Fully Automated Blood culture System

1. Fully automated, technology with ability to take patient I.D. by barcode.
2. Should process blood samples, other sterile body fluids both aerobic and anaerobic systems.
3. Sample capacity should 200 or more samples
4. Besides pyogenic, system should have facility of detection for yeasts and fastidious organisms.
5. Capacity to include pediatric and adult samples.
6. Media in bottles should have agents for neutralization of antibiotics.
7. Continuous agitation system to allow better organism growth
8. Should analyze each sample separately as per ID, time of entry, incubation period, growth etc.
9. Should have built in calibration check and alarms / reminders for the same.

10. Decontamination facility should be available for the system as well as individual rack
11. System should have high sensitivity & specificity with continuous monitoring of all samples.
12. All media and consumables for setting up and standardization should be provided free of cost.
13. Should have minimum 3 day's standalone data storage capability in case of system malfunction.
14. Additional identification and sensitivity (with wide range of antibiotics) to be provided with the equipment.
15. Training of laboratory staff for the purchased equipment.
16. Three years warranty, 5 yrs comprehensive AMC should be available with service centers in close proximity
17. Availability of spares/ disposables for at least 10 years.
18. All consumables required for installation and standardization of system to be given free of cost.
19. List of users and Satisfactory report of quoted model from reputed institute preferably Government institute/ hospital
20. Should have all the accessories required for the functioning of the equipment.
21. ISI mark or other equivalent quality certification.
22. All electrical peripherals required for smooth functioning e.g. voltage stabilizer and UPS should be provided with the equipment.
23. There should be provision for demonstration before final installation.

Item no. 10

2D Colour Doppler Ultrasound Equipment

The equipment must be capable of operating in B, M, Doppler, Colour flow and Power Doppler modes. It must support transducers with linear, sector and convex formats. Further, it must include a full array of measurement and calculation packages. The specific minimum requirements for this equipment are as follow.

1 User Interface & Ergonomics

- 1.1** The system shall support backlight keys or provide an integrated light for ease of use in darkened work areas. The backlighting shall be tri-state to further simplify ease of use and indicate function selected.
- 1.2** The system shall include at least a 17" LCD monitor to allow for both excellent images viewing as well as providing for workflow and productivity features.
- 1.3** The system shall have three active universal probe ports in a convenient, easy to access location to maximize the availability of needed probes.

2 Productivity

- 2.1 The system shall offer an extended field-of-view imaging that operates by sweeping a transducer over the anatomy of interest. This mode shall build the extended field-of-view in a real-time manner, showing the image as it builds.
- 2.2 System shall have image management features that store images by patient and include the ability to review images from different exam dates.
- 2.3 The system shall display thumbnails on a clipboard while scanning to facilitate exams.

3 Unit should have Auto IMT (Intima media thickness measurement) facility.

4 Post-acquisition Data Processing.

- 4.1 The system shall allow for post-storage image manipulation to provide maximum image flexibility, review and productivity. It shall include, at a minimum the ability to change the:
Overall B-Mode gain, dynamic range and gray scale maps.
Overall Doppler gain, base line shift, sweep speed and inverted spectral waveform.
- 4.2 The system shall provide a display zoom function on frozen images.

5 Scanning Parameters

- 5.1 The system shall possess the ability to control speckle through the use of a speckle reduction (SRI) algorithm that enhances borders, reduces speckle artifact and improves detail and contract resolution in gray scale with compatibility in Color mode, 3D and side-by-side display. This feature shall have operator selectable settings and be capable of displaying in side-by-side mode with non-speckle reduced image.
- 5.2 The system shall provide the ability to scan in the compound imaging mode with multiple lines on all linear and convex probes. The system shall provide scan depths from a minimum of 2 cm to a maximum of at least 30 cm. System should have minimum of 50,000 Digital Channels for better resolution.
- 5.3 System should have Dynamic Range of **at least 170 Db.**

6 Spectral Doppler (PW)

- 6.1 Doppler mode shall be available on all probes.
- 6.2 The Doppler cursor shall be user-steerable with linear transducers.
- 6.3 The system shall provide the user with control to either have Doppler with real time B-Mode, Doppler with periodic B-Mode update or Doppler with frozen B-Mode scanning.
- 6.4 The system shall provide stereo audio of the Doppler spectral signal.
- 6.5 The system shall provide the user with control during timeline replay to review the spectrum only (i.e., frozen B-Mode) or with the spectrum and B-Mode together and synchronized.

6.6 The system shall provide the user with the ability to add a spectral peak and spectral mean trace onto the spectrum in both real time or after freezing the image.

7 Measurements and Calculations

7.1 The system shall provide digital calipers for at least the following measurements:

- a) Depth & Distance
- b) Circumference
- c) Area
- d) Volume
- e) Velocity

7.2 All measurements should be possible on frozen images as well as on images recalled from the image archive.

7.3 The system shall provide a comprehensive set of obstetrical and gynecologic calculations and vascular calculations with summary reports.

8 Unit should have integrated 3D Imaging facility using Normal probes for MULTIPLANAR views and surface rendering as well as vascular 3D capabilities for Gray scale, Color Mode and also power Doppler. System is capable of capturing 3 dimensional data from parallel and sweep movements.

9 Image Archive and Networking

9.1 The device should store images onto an integrated DVD-R Multiridrive and a USB port storage device.

9.2 The system shall include at least 100 GB bytes of dedicated hard drive for large local storage capacity.

10 DICOM Connectivity should be a standard feature with the hospital network and a standalone PC (Windows based) with suitable DICOM viewer to be supplied.

11 Transducers

- a) Transvaginal Probe **with Biopsy attachment**, Operating Frequency 4- 9 MHz
- b) Convex Probe with biopsy attachment. Operating Frequency: 2 - 5 MHz
- c) Linear Probe with biopsy attachment. Operating Frequency: 5 – 10 MHz
- d) **Sector probe / Microconvex probe** for pediatricneurosonography 2-5 MHz

12 The unit must be US FDA or European CE approved.

13 Suitable UPS with 60 minute backup for whole system.

- 14 Patient couch with compatible ergonomic operator chair of premium quality. (Price to be quoted separately).
- 15 Gel warmer (standalone)- 01 No.
- 16 The bidder has to arrange for demonstration of the quoted model.
- 17 360 °mechanically rotated radial endoluminal probe Operating frequency: 7.5 - 10 MHz. (Optional - Price to be quoted separately).

Item no. 11

Ventilator-High End (I.C.U)

1 Description of Function

- 1.1 ICU ventilators provide artificial respiratory support to the critical patients in the Intensive Care Units.

2 Operational Requirements

- 2.1 Microprocessor Controlled ventilator with integrated facility for Ventilation monitoring suitable for **Preterm**, New born to adult ventilation.
- 2.2 Demonstration of the equipment is a must.

3 Technical Specifications

- 3.1 Standard hinged arm holder for holding the circuit
- 3.2 Colored **Touch LCD/TFT** screen, 15 Inch or more
- 3.3 Facility to measure and display
 - a. End tidal CO₂ with capnography **integrated in ventilator with display of values and EtCO₂ waveform on the screen.**
 - b. 3 waves- Pressure and Time, Volume and Time and Flow and Time.
 - c. Min 2 loops- P-V, F-V with facility of saving of 1 Loop for reference.
 - d. Graphic display to have automatic scaling facility for waves
 - e. Status indicator for Ventilator mode, Battery life, patient data, alarm settings, clock etc
- 3.4 Trending facility for **24 hours.**
- 3.5 Automatic compliance & Leakage compensation for circuit and ET tube
- 3.6 Following settings for all age groups.
 - a. Tidal Volume: Lowest **25 ml or less**
 - b. Pressure (insp)
 - c. Pressure Ramp

- d. Respiratory Rate
- e. SIMV Respiratory Rate
- f. CPAP/PEEP
- g. Pressure support
- h. FiO₂
- i. Pause Time
- j. Pressure and/or Flow Trigger.

3.7 Monitoring of the following parameters

- a. Airway Pressure (Peak & Mean)
- b. Tidal volume (Inspired & Expired)
- c. Minute volume (Inspired and Expired)
- d. Spontaneous Minute Volume
- e. Total Frequency
- f. FIO₂ dynamic
- g. Intrinsic PEEP and/or PEEP_i Volume
- h. Plateau Pressure
- i. Resistance (Inspiratory and expiratory) & Compliance (Static and dynamic)
- j. Use selector Alarms for all measured & monitored parameters
- k. Shallow breathing index and stress index.

3.8 Modes of ventilation

- a. Volume controlled
- b. Pressure Controlled
- c. Pressure Support
- d. SIMV (Pressure Control and volume control) with pressure support
- e. CPAP/PEEP
- f. Inverse Ratio Ventilation
- g. Advanced mode like pressure controlled volume guaranteed/dual modes /PRVC/Auto flow/ ASV/Smartcare/NAVA/ PAV any one of this.
- h. Non Invasive ventilation
- i. APRV

3.9 Apnea / backup ventilation

3.10 Two autoclavable expiratory blocks including flow sensors should be provided with each ventilator and no routine calibration should be required. Flow sensors and O₂ Cell should be covered under warranty.

3.11 Should have the ability to calculate / Procedure

- a. Intrinsic PEEP and/or PEEP_i Volume

- b. Occlusion Pressure
- c. Spontaneous Breathing trial
- d. Facility to calculate lower and upper inflection point (OPTIONAL)

3.12 In built/ Online nebuliser or ultrasonic to be supplies

3.13 Technical Specifications for reusable face mask & nasal mask. Reusable face & nasal mask with textured dual flap silicone cushion flap for easy fit. Removable forehead support and pad to match the angle of patient's forehead Stability Selector for easy fit and angle. Ball & Socket headgear attachments. Should be autoclavable.

3.14 Battery backup for minimum 1 hour for ventilator

3.15 RS 232 **or similar** interface for communications with networked devices. HL7 compatible.

3.16 Automatic patient detection facility preferable.

4 System Configuration Accessories, spares and consumables

4.1 ICU Ventilator – 01

4.2(a) Adult, **Neonatal** and Paediatric autoclavable silicone breathing circuits – 02 each

4.2(b) Reusable Masks (Small, Medium, Large) with each machine. -02 sets each

4.3 All Accessories for non-invasive ventilation – 2 sets

4.4 Heavy duty air compressor & ventilator should be mounted & it should be mobile - 01 no. from the same manufacturer

5 Environmental factors

5.1 The unit shall be capable of being stored continuously in ambient temperature of 0 -50 deg C and relative humidity of 15-90%

5.2 Shall meet IEC-60601-1-2: 2001(Or Equivalent BIS) General Requirements of Safety for Electromagnetic Compatibility.

5.3 The unit shall be capable of operating continuously in ambient temperature of 10 - 40deg C and relative humidity of 15-90%

6 Power Supply

6.1 Power input to be 220-240VAC, 50Hz

7 Standards, Safety and Training

7.1 Certified to be compliant with ANS/IEC60601.2.12-01 Medical Electrical Equipment—Part 2-12; Particular Requirements for the Safety of Lung Ventilators—Critical Care Ventilators

7.2 Should be US FDA **or** European CE approved product.

7.3 Demonstration of quoted equipment model is a must.

- 7.4 Should have local service facility .The service provider should have the necessary equipment recommended by the manufacturer to carry out preventive maintenance test as per guidelines provided in the service/maintenance manual.
- 7.5 Back to back warranty to be taken by the supplier from the principal to supply spares for a minimum period 10 years.
- 8 Documentation**
- 8.1 Certificate of calibration and inspection from factory.
- 8.2 List of Equipments available for providing calibration and routine maintenance support as per manufacturer documentation in service / technical manual.
- 8.3 User Manual in English
- 8.4 Service manual in English
- 8.5 Log book with instructions for daily, weekly, monthly and quarterly maintenance checklist. The job description of the hospital technician and company service engineer should be clearly spelt out.
- 8.6 List of important spare parts and accessories with their part number and costing.
- 8.7 Compliance Report to be submitted in a tabulated and point wise manner clearly mentioning the page/para number of original catalogue/data sheet. Any point, if not substantiated with authenticated catalogue/manual, will not be considered.
- 8.8 Must submit user list and performance report within last 5 years from major hospitals.
- 9 1. Trolley,Hinged Arm and other parts should be supplied
2. Reusable flow sensor- 05 nos.
- 10 Permanent or Galvanic O2 cell but it should be covered under warranty and CMC period

Item no. 12

Blood Cell Separator

- Capable to collect Leukoreduced ($<1 \times 10^6$) Platelets, RBC & Plasma concurrently from single Donor.
- Multiple options for component collection.
- Product collected outside centrifuge.
- Single Needle Operation.
- Low extracorporeal Volume, <196ml.
- Continuous Flow Cell Separator.
- Short Set up time.

- Automatic Loading & priming of the disposables.
- Auto sensing of the disposable set type.
- Automatic self-test.
- Short Procedure Time.
- Configurable Donor safety Features like minimum post procedure Donor HCT, Platelet Count and Maximum Donor Volume Depletion.
- End of procedure summary screen showing Donor post Counts.
- Configurable Product Volume, HCT & Platelet Concentration
- Built-in Colour Graphic LCD Screen.
- Built-in Contamination Monitor
- Built-in ACD Detector.
- Built-in Ultrasonic Air Detector.
- Built-in pressure sensors for monitoring Access and Return pressures.
- Upgradable to Bar Code reader.

Item no. 13

Hysteroscope & Resectoscope with High Definition Camera & Monitor

CAMERA CONTROL UNIT & CAMERA HEAD		
1	High definition Three chip Endoscopic camera system should have following features:	
	a) Digital HD technology	
	b) Progressive Scan	
	c) Camera control unit with three chip HD camera head having HD CCD chip of same aspect ratio of 16:9 and camera control unit should be able to produce following video output: DVI-D-2 nos, RGB-1 no. SDI – 1 no, S-VHS-2 nos, Composite Video – 1 no.	
	d) Three chip camera head should produce at head itself Pure Digital Signal with High Definition video (1920 * 1080P) with aspect ratio of CCD chip and video format of 16:9 or 16:10.	
	e) System should have integrated Parafoveal Optical Zoom (F should not be less than 12 mm and upper range should not be less than 30 mm, 2 X) to enhance image size and focus lens/rings to make it fully soakable and waterproof.	
	f) System should be able to optimize all the settings and should be ready as soon as connected to camera control unit.	
	g) Three Chip Camera control unit should be compatible with all the three chip camera head and the company should provide standby facility within 48 hours of breakdown.	
	h) Should be compatible for remote controlled operation of various features	

	i) Camera should be suitable for Hysteroscope	
	j) Should have Integrated gain, shutter, Enhancement, white balance with brightness control.	
	k) All camera functions to be controlled from camera head buttons and through key board at camera control unit to make it controllable from both sterile and non-sterile zone	
	l) Technical Specification :-	
	Image Sensor CCD Chip	
	Pixels 1920 x 1080	
	AGC Microprocessor controlled	
	Lens F14-30mm	
	Video Outputs Composite to BNC, Y/C to S-VHS, RGB to D Socket, HDTV-DVI-D, DV for recording	
	Input Key Board for Character Generator, 5 pole Din	
2 High Definition Medical Grade Monitor – 1 nos.		
	Wide Screen Monitor having the following features:	
	a) HDTV Display in 16:10 HDTV format.	
	b) LCD/LED Crystal display	
	c) 26" High Resolution HD video Medical grade monitor –	
	d) Resolution : 1920 x 1200 pixels	
	e) SDI/HD-SDI, Composite, S-Video RGB, DVI-D, VGA input, S-VHS –	
	f) TFT screen stand/Fixtures for connecting to pendant system/Ceiling Light Arm	
	g) Dustproof and Drip Water Protected	
	h) Fast response time: (5-12ms)	
	i) Number of colours: 16.8 million	
	j) Luminance: 500cd/m ² , contrast ratio: 800:1	
	k) Vertical/Horizontal Viewing angle: 178 degree	
3. LIGHT SOURCE		
	a) Xenon 300 watts	
	b) Manual and automatic adjustment of light intensity	
	c) Lamp life 500 hrs or more with at least one spare bulb	
	d) Display of lamp life/Bulb usage meter warning light	
	e) Standby mode with emergency lamp with visual indicator	
	f) Long (250 cm or more) fluid and fibre-optic light cable of diameter 4.8-5 mm	
	g) Light weight	
	h) Certified for National International safety standard normal	
	i) Should be able to produce colour temperature of 6000K.	
4 VIDEO- CART (Should be from the Indian manufacturer)		
	a) Made of stainless steel / Epoxy coated metal	
	b) Portable on 4 antistatic dual castors, 2 with locking brakes	
	c) Required number of shelves for housing all the units of the set	
	d) Adjustable arm for fixation to either side for fixing the TFT monitor	

	e) One drawer unit with lock and key	
	f) Cable Manager	
	g) Power box with concealed wiring for providing electrical connections of proper rating to all the units	
	i) Separate mobile cart with lock and key for housing all the components of the image management system	
	j) It should be medical grade with touch screen monitor.	
	k. Full HD recording, Medical grade computer and Monitor, Touchscreen, Minimum 1 TB storage memory. It should have window based operating system, minimum Windows –XP and Laser Printer	
	iv. It should be CE approved.	
Technical Specification for Hysteroscope & Resectoscope		
	Description of Function	
	The resectoscope is a hysteroscope with a built in wire loop (or other shape device) that uses high-frequency electrical current to cut or coagulate tissue. It allows surgery inside the uterus an organ without having to make an incision.	
	Hysteroscopy uses a hysteroscope, which is a thin telescope that is inserted through the cervix into the uterus for examination	
	Operational Requirements	
	Complete unit with Resectoscope and Hysteroscope is required	
	Technical Specifications	
	A) HYSTEROSCOPE TELESCOPES STANDARD –	
	a). Operating and Contact-Hysteroscope Forward-Oblique Full HD Telescope 30°, enlarged view, magnification 1x, 60x, diameter 4.0 mm, length 30 cm, autoclavable, fiber optic light transmission incorporated,- 1 no	
	b). Forward-Oblique Telescope 30°, enlarged view, diameter 4.0 mm, length 30 cm, autoclavable, fiber optic light transmission incorporated - 1 no	
	c) Diagnostic Sheath with obturator 5mm diameter for the above 4 mm Hysteroscope telescopes(item A), with luer lock adapter	
	d) Continuous irrigation Operative Hysteroscope Sheath with obturator, outer and inner sheath for the above 4 mm hysteroscope telescope with channel for semi-rigid 5/8 fr size instruments. Should have facility for self-closing sealing system for precise irrigation.	
	B) Accessories	
	Hysteroscopy flexible / semi rigid instruments which should be adaptable to above sheath , 5/8 fr. Diameter-	
	a. Foreign body grasping forceps. –	2
	b. Scissors-Scissors semi rigid, blunt tips, 5 Fr., length 33-36cm, single action jaws-	4
	c. Scissors semi rigid, pointed jaws, 5 Fr., length 33-36cm, single action jaws, semi-rigid –	2
	d. Biopsy and Grasping forceps - Biopsy- and Grasping Forceps semi rigid, 5 Fr. , length 33-36cm, double action jaws -	2
	e. Punch Forceps - Punch through Cutting semi rigid 5Fr, length 33-	2

	36cm-	
	f. Tenaculum grasping forcep, semi rigid, size 5Fr, length 33-36cm	2
	g. Needle electrode and ball electrode-Unipolar – high frequency cords of any make should be compatible with the above equipment	
	h. Bipolar vaporizing electrode – high frequency cords of any make should be compatible with the above equipment	
	i. Myoma fixation screw	1
	j. Palpation probe	1
	k. Polypectomy loop	2
	E) Resectoscope including connecting tube for inflow and outflow for the above 4 mm hysteroscope telescope complete with continuous irrigation double sheath system, i.e outer flow and rotating inner tube with ceramic insulation distal tip, with obturator to be quoted along with working element and complete set of electrodes and 2 set of HF cables	
	All electrodes and Collin's knife to be bipolar/unipolar (as per requirement) to be quoted with appropriate cautery	
	ACCESSORIES FOR RESECTOSCOPE FOR TCRE UNIPOLAR AND BI-POLAR SET	
1	UNIPOLAR WORKING:- Unipolar Working Element to be used with 26FR Resectoscope sheath: Motion by means of a spring. The thumb support is movable. Return of the loop is controlled by the thumb and in rest position the electrode should rest inside the operating sheath, to be used with 4mm hysteroscopy telescope - 1 no	
2	CUTTING LOOP ELECTRODE FOR UNIPOLAR:- Cutting loop 24 Fr -12 nos	
3	STRAIGHT CUTTING ELECTRODE FOR UNIPOLAR:- Forward angle/straight cutting loop 24Fr - 06 nos	
4	ROLLER COAGULATING ELECTRODE FOR UNIPOLAR:- Roller electrode Cylindrical diameter 3mm, 24Fr - 06 nos	
5	POINTED ELECTRODE FOR UNIPOLAR:- Pointed electrode/Collines HF knife electrode, 24Fr - 06 nos	
6	VAPOR CUTTING ELECTRODE UNIPOLAR:- VAPOR CUTTING Electrode, 24Fr - 06 nos	
7	SPIKE ELECTRODE UNIPOLAR:- SPIKE Electrode 24Fr, size 3mm diameter, 24Fr - 06 nos	
8	BIPOLAR WORKING ELEMENT SET:- BIPOLAR Working Element to be used with 26Fr Resectoscope sheath: Motion by means of a spring. The thumb support is movable. Return of the loop is controlled by the thumb and in rest position the electrode should rest inside the operating sheath, to be used with 4mm hysteroscopy telescope. Should work in saline. - 01 no	
9	BIPOLAR CUTTING LOOP:- BIPOLAR Cutting loop 24 Fr should work in saline -	6
10	BIPOLAR CUTTING LOOP SMALL:- Cutting Loop 24Fr, bipolar, small should work in saline -	6
11	BIPOLAR ELECTRODE POINTED:- Coagulating Electrode 24Fr, bipolar, pointed should work in saline -	6

12	BIPOLAR ELECTRODE BALL END:- Coagulating Electrode 24Fr, bipolar, ball end should work in saline - no	6
13	BIPOLAR LOOP STRAIGHT:- Cutting Loop 24Fr, bipolar, straight should work in saline -	6
14	RESECTOSCOPE SHEATH FOR UNIPOLAR:- Continuous Flow Resectoscope Sheath 26 Fr., including connection tubes for in- and outflow, 2 LUER-lock adaptors, diameter 8 mm, oblique beak, fixed inner tube, with ceramic insulation, for use with working element -	2
15	RESECTOSCOPE SHEATH FOR BIPOLAR:- Continuous Flow Resectoscope Sheath 26 Fr., for Bi-Polar, including connection tubes for in- and outflow, 2 LUER-lock adaptors, diameter 8 mm, oblique beak, rotating inner tube, with ceramic insulation, for use with working element should work in saline. -	1
16	OBTURATOR:- Obturator, for use with the Resectoscope sheath. -	1
17	FIBER OPTIC CABLE:- Fiber Optic Light Cable, diameter 3.5 mm, length minimum 300 cm -	1
5. Electrocautery compatible with, Hysteroscope&Resectoscope		
	1• Should have unipolar cutting and coagulation as well as bipolar cutting and coagulation modes and have the facility of blending cutting and coagulation in different ratios and degree –soft, standard and/ or forced coagulation and spray coagulation	
	2• Arc controlled cutting with a pre selectable power of maximum of 200 watts in both unipolar and bipolar modes	
	3• Arc controlled coagulation with a pre selectable power of maximum of 120 watts in both unipolar and bipolar modes	
	4• Auto stop function with automatic power – off on completion of coagulation process.	
	5• Automatic start function for bi- polar coagulation. Should be operable both in hand and foot mode and should have hand control switch on the handle of the electrode. Bipolar application with irrigation with sodium chloride	
	6• Endoscopy mode with reduced voltage output for use with fine endoscopic electrodes.(microfunction)	
	7• It should have automatic read out panel to display current being used and actual output at distal tip of electrode, simple operation due to clearly arranged control with easy to read symbols	
	8• Should be compatible with under water operative procedures	
	9• It should have neutral electrode monitoring through a patient contact system.	
	10• It should have automatic high frequency power cut off by autocoagulation stop and autostart facility	
	11• The unit should have the facility of self-testing for trouble shooting	
	12• Visual and acoustic signs of HF activation by different colored indicators and different acoustic tones for cutting and coagulating	

	13• Unit should have safety monitoring circuit in event of malfunction for output monitoring. Neutral electrode connection .Automatic self-test and automatic power cutoff in event of malfunction. Ground leakage current(LF/HF) HF application time	
	14. Power supply 230VAC, 50/60 Hz.	
	15• The unit should be supplied with all standard accessories such as Electrode, Foot switch, Twin earth pad , bipolar forceps with Cord, Electrode Handle with switches , neutral plate, ball electrodes, Loop electrodes, variable output power for all types of currents	
6. Hysteropump		
	a. Suction and irrigation system for use in hysteroscopy	
	b. Irrigation function is performed by electric pump	
	c. Maximum parameters fro hysteroscopy are automatically set	
	d. Precise presetting of volume and pressure of suction and irrigation parameters via touch keys	
	e. Adjacent displays scales for set values and actual value to ensure safe monitoring.	
	f. To be used with pressure regulated from 0 to 200 mm of Hg, and flow rate regulated from 0-500ml/min. Suction regulated to 0 to -50 kPa. Power supply 100-240 V AC, 50/60 Hz, Mains cord.	
	g. Connecting cable 100 cm, one pedal foot switch	
	h. Hysteroscopic tubing set	
	i. Suction and irrigation tube, antireflex surface with two way stop cock for single hand control.	
	j. Suction bottle 1.5 l and 5 l, sterilisable with bottle stand and bottle stand holer	
	k. Silicon tubing set for suction, sterilisable	
	l. Hysteromet should be from same manufacturer as of Hysteroscope	
7 System Configuration Accessories, spares and consumables		
	6.1 System as specified	
	6.2 ACCESSORIES:- All Possible accessories of the equipments should be quoted. The specific accessory and its quantity will be decided on the basis of actual requirement	
	6.3 The system should be capable of accepting standard accessories of major international brands, which should be specified and for which suitable adaptor, if required, is to be provided	
	6.4 The codes and rates of all relevant individual accessories should be quoted separately with clear mention of period of validity of rates	
	6.5 Cautery system should be upgradable for vessel sealing device	
8 Environmental factors		
	7.1 The unit shall be capable of being stored continuously in ambient temperature of 0-50 deg C and relative humidity of 15-90%	
	7.2 The unit shall be capable of operating continuously in ambient temperature of 10-40deg C and relative humidity fo 15-90%	
9 Power Supply		
	8.1 Power input to be 220-240VAC, 50Hz fitted with Indian power-plug	

	8.2 UPS for all systems of adequate rating for power supply to the system for 60 minutes.	
10 Standards & Safety		
	9.1 Should be USFDA or European CE approved product	
	9.2 Manufacturer and Supplier should have ISO certification for quality standards	
	9.3 Electrical safety conforms to standards for electrical safety IEC 60601-1 General Requirements (or equivalent BIS Standard)	
	9.4 Shall meet internationally recognized standard for Electro Magnetic Compatibility (EMC) for electro-medicequipment : IEC-60601-1-2 :latest edition Or Equivalent BIS) or should comply with 89/366/EEC; EMC-directive as amended	
	9.5 Certified to be complaint with IEC 60601-2-2 Medical Electrical Equipment part 2-2: Particular requirements for the safety of equipment mentioned above – wherever applicable	
11 Training		
	10.1 Comprehensive training for staff of user department and support services till familiarity with the system.	
	10.2 Training of two faculties from each consignee to be provided	
12 Documentation		
	11.1 Product Literature in original along with that of accessories and indigenous components if any Photocopies/computer generated copies are not acceptable	
	11.2 Statement of compliance with tender specification with clear and unambiguous links to relevant portions of product literature/authentic document, which should be highlighted. Alternatives provide for noncompliant specification with justification must be described in details with supporting literature	
	11.3 Certificate of Compliance with standards and approvals stated above	
	11.4 Certificate of manufacturer/principal regarding authorization of service facility provided by the supplier	
	11.5 List of important spare parts and accessories, which are required for maintenance and repair, with their part number and costing.	
	11.6 Commitment for supply of log book with check list for daily, weekly, monthly and quarterly preventive maintenance with contact details of service personnel along with the equipment. The job description of the hospital technician and company service engineer should be clearly spelt out in the log book	

Item no. 14

General Orthopaedic Instruments

General Orthopaedic Instruments – Set No. 1		
	DESCRIPTION	QTY
1	Hohmann"s Retractors	2 Nos. each

	i. 8mm Blade	
	ii. 10mm Blade	
	iii. 17mm Blade	
	iv. 43mm Blade	
	v. 13/25mm Blade	
2	Hip Retractor set with quadrilateral frame and six spare blades	2 Nos.
3	Jacob's drill (open type/closed type)	5 Nos.
4	Bone levers	5 Nos. each
	Small size	
	Medium size	
	Large size	
5	Hammer	2 Nos. each
	i. Collin Mallet	
	ii. Gerzog Mallet	
	iii. Nylon Faced Hammer	
6	Bone Holding Reduction Foreceps with locking device	2 Nos. each
	Small for forearm bones	
	Medium	
	Large for leg bones	
7	Bone Holding Forceps	4 Nos. each
	Lane's- Small, Medium, Large size 6 each	
	Ferguson's- Small, Medium, Large size 6 each	
	Hey Grove's- Small, Medium, Large size 6 each	
	Burn's – Small, Medium, Large size 6 each	
8	Bone forceps with Wire Passer (two blunt blades with hole for Passing K wire to fix phalanx fractures)	4 Nos.
9	Bone Reduction forceps with radiolucent attachment to pass Wire to fix the fractures	4 Nos.
10	Forearm clamps with provision for passing plates without Removing the clamp	4 Nos.
11	Wire holding forceps	4 Nos.
12	Wire holding pliers	
	Small	4 Nos.
	Large	4 Nos.
13	Wire bending pliers – 5 each of blunt tip and sharp tip	2 Nos.
14	Wire tensioner	2 Nos.
15	Wire passer	4 Nos.
16	Bending Irons for 3.5 mm plates	2 Nos.
17	Bending Irons for 4.5 mm plates	2 Nos.
18	Bending Irons for reconstruction plates	2 Nos.
19	K- Wire Traction Set Complete	2 Nos each.
	a) Each set should contain	
	i. Kirschner Stirrup for wire extension	

	ii. K – Wire double ended 200mm	
	b) Each Set Should Contain	2 Nos each.
	i. Gissane Stirrup for wire extension	
	ii. K- Wire double ended 200mm	
20	Bernhard Towel Forceps 6 ½	50 Nos.
	Backhaus Towel Forceps 5”	50 Nos.
21	Sims Maier Sponge Holding 11”	5 Nos.
22	Amputation Saw (Charriere Type)	2 Nos.
23	Bone Curette	
	i. Volkman All Size	5 Each
	ii. Maartini Curettes All Size	5 Each
24	Patella Holding Forceps, 4 prong/3 prong	4 each
25	Pointed reduction Clamp(AO type, small, medium,large)	2 Nos. each
26	AO type self-centric Forceps, (AO type, small, medium,large)	2 Nos. each
27	Low Man clamp, small, medium, large	2 Nos. each
	General Orthopaedic Instruments - Following Instruments made good quality stainless steel with long lasting cutting edge	
1	A.O. type damaged screw removal set	2 set
	General Orthopaedic Instruments – Set No.3	
	Specification: Following items manufactured to international standards by reputed multinational firms	
	DESCRIPTION	
1	Bone Rongeur – Double Action	
	Small Size 18 cm	2 Nos.
	Medium Size 23 cm	2 Nos.
	Large Size 27cm	2 Nos.
	Sergent Bone Rongeur	2 Nos.
	Duckbill Bone Rongeur	2 Nos.
	Lacksell Bone Rongeur	2 Nos.
2	Bone cutter – Double Action straight & curved	
	Small Size 18cm	2 Nos.
	Medium Size 23 cm	2 Nos.
	Large Size 27cm,	2 Nos.
	Tudur Edward	1 Nos.
3	K- Wire Cutter (Capacity 4 mm) with replaceable tungsten carbide	
	Blades with rubber Jaws Set	2 Sets.
	Should consist of:	
	I. K- wire cutter 28cm	
	II. Spare Blades 4 pairs with Screws	
	III. Spare Rubber Jaws 4 Pairs with Screws	

	IV. Allen keys 4 sets	
4	Stienmann Pin Cutter cutting capacity up to 6mm	2
5	Bone Curette Double Ended Round/Oval	
	Small 13 cm	2
	Medium 16 cm	2
	Large 20cm	2
6	Loute wire tightener cum wire cutter	2
7	Wire Bending cum cutter plier length 15 cm	2
8	Osteotomes, straight with tufnol handle, 2 each of sizes 7,10,15,20 mm width	2 each
9	. Osteotomes, curved with tufnol handle, 2 each of sizes 7,10,15,20 mm width	2 each
10	Osteotomes, straight with tufnol handle, 2 each of sizes 4,6,8,10,12 mm	2 each
11	Chisel Straight with tufnol handle 2 of each sizes 7,10,15,20 mm	2 each
13	Retractors	
	Wullstein-Weitlaner Self-Retaining Retractor 3 X 3 Teeth Blunt Length 13 Cm	2 Nos.
	Weitlaner Self-Retaining Retractor 3 X 4 Teeth Blunt Length 163 Cm	2 Nos.
	Weitlaner Self-Retaining Retractor 3 X 4 Teeth Blunt Length 26 Cm	2 Nos.
	Adson Self-Retaining Retractor 3 X 4 Teeth Blunt Length 26 Cm	2 Nos.
	Gelpi Self-Retaining Retractor With Balls, Blunt Length 18 Cm	2 Nos.
14	Elevators	2 Nos.
	Farabeuf Periosteal Elevator, Straight 13 Mm Length 15 Cm	2 Nos.
	Farabeuf Periosteal Elevator, Curved 13 Mm Length 15 Cm	2 Nos.
	Lambotte Periosteal Raspatory And Elevator, Curved 10mm Length 21 Cm	2 Nos.
	Mc Donald Elevator Double Ended Curved 6/6 Length 19 Cm	2 Nos.
	Cobbs Elevator Medium 13mm With Long Handle	2 Nos.
	Cobbs Elevator Large 19mm With Long Handle	2 Nos.
	Bristows	2 Nos.
15	Bolt Cutter	
	Bolt Cutter Maximum Capacity Dia 6mm Length 56 cm	2 Nos.
16	Lead Hands	
	Lead Hands for Adults	2 Nos..
17	Jacobs Chuck With Handle	
	Jacobs Drill Three Jaw Chuck With Key, Max Dia 6.35mm Length 14 Cm	2 Nos.
18	Awls	
	With T-Handle Length 14 Cm	2 Nos.
	With Round Handle Length 14 Cm	2 Nos.
19	Skin Grafting Handle With Blades	2 Nos.

	N.B. Only Complete set should be quoted and Sample to be produced for evaluation	
	General Orthopaedic Instruments - Set No.6	
	Specifications: Following items manufactured to international standards by reputed multinational firms	
	GENERAL INSTRUMENTS FOR ORTHOPAEDIC SURGERY (LONG LASTING)	
	Specifications	
	1 SCISSORS	
	STANDARD SURGICAL SCISSOR BLUNT/BLUNT, STRAIGHT LENGTH 13 CM	5 Nos.
	STANDARD SURGICAL SCISSOR BLUNT/BLUNT, STRAIGHT LENGTH 18.5 CM	5 Nos
	STANDARD SURGICAL SCISSOR BLUNT/BLUNT, CURVED LENGTH 13 CM	5 Nos
	STANDARD SURGICAL SCISSOR BLUNT/BLUNT, CURVED LENGTH 18.5 CM	5 Nos
	STANDARD SURGICAL SCISSOR SHARP/BLUNT STRAIGHT LENGTH 13 CM	5 Nos
	STANDARD SURGICAL SCISSOR SHARP/BLUNT STRAIGHT LENGTH 18.5 CM	5 Nos
	STANDARD SURGICAL SCISSOR SHARP/BLUNT, CURVED LENGTH 13 CM	5 Nos
	STANDARD SURGICAL SCISSOR SHARP/BLUNT, CURVED LENGTH 18.5 CM	5 Nos
	MAYO DISSECTING SCISSOR STRAIGHT LENGTH 14.5 CM	5 Nos
	MAYO DISSECTING SCISSOR STRAIGHT LENGTH 20 CM	5 Nos
	MAYO DISSECTING SCISSOR CURVED LENGTH 14.5 CM	5 Nos
	MAYO DISSECTING SCISSOR CURVED LENGTH 20 CM	5 Nos
	METZENBAUM DISSECTING SCISSOR BLUNT/BLUNT, STRAIGHT LENGTH 18 CM	5 Nos
	METZENBAUM DISSECTING SCISSOR BLUNT/BLUNT, STRAIGHT LENGTH 25 CM	5 Nos
	METZENBAUM DISSECTING SCISSOR BLUNT/BLUNT, CURVED LENGTH 18 CM	5 Nos
	METZENBAUM DISSECTING SCISSOR BLUNT/BLUNT, CURVED LENGTH 25 CM	5 Nos
	BEEBEE WIRE CUTTING SCISSOR BLUNT/BLUNT, STRAIGHT LENGTH 12 CM	5 Nos
	BEEBEE WIRE CUTTING SCISSOR BLUNT/BLUNT, CURVED LENGTH 12 CM	5 Nos
	LISTER BANDAGE AND PLASTER SHEAR SCISSOR LENGTH 20 CM	2 Nos
	BERGMANN BANDAGE AND PLASTER SHEAR. SCISSOR LENGTH 23 CM	2 Nos

	IRIS SCISSORS 11.5 CM STRAIGHT	2 Nos
	IRIS SCISSORS 11.5 CM CURVED	2 Nos.
2	FORCEPS	
	USA STANDARD DRESSING FORCEPS LENGTH 14.5 CM	5 Nos
	USA STANDARD DRESSING FORCEPS LENGTH 20 CM	5 Nos
	ADSON DRESSING FORCEPS LENGTH 12 CM	5 Nos
	ADSON DRESSING FORCEPS LENGTH 15 CM	5 Nos
	TAYLOR DRESSING FORCEPS WITH DISSECTOR END LENGTH 17.5 CM	5 Nos
	TAYLOR DRESSING FORCEPS WITH DISSECTOR END LENGTH 18.5 CM	5 Nos
	BROPHY DRESSING FORCEPS STRAIGHT LENGTH 20 CM	5 Nos
	STANDARD TISSUE FORCEPS 1 X 2 TEETH LENGTH 14.5 CM	5 Nos
	STANDARD TISSUE FORCEPS 1 X 2 TEETH LENGTH 20 CM	5 Nos
	STANDARD TISSUE FORCEPS 1 X 2 TEETH MEDIUM WIDE LENGTH 14.5 CM	5 Nos
	STANDARD TISSUE FORCEPS 1 X 2 TEETH MEDIUM WIDE LENGTH 20 CM	5 Nos
	STANDARD TISSUE FORCEPS FINE 1 X2 TEETH LENGTH 14.5 CM	5 Nos
	STANDARD TISSUE FORCEPS FINE 1 X 2 TEETH LENGTH 20 CM	5 Nos
	USA STANDARD TISSUE FORCEPS 1 X 2 TEETH LENGTH 14.5 CM	5 Nos
	USA STANDARD TISSUE FORCEPS 1 X 2 TEETH LENGTH 20 CM	5 Nos
	DEBAKEY ATRAUMATIC DISSECTING FORCEPS 1.5 MM STRAIGHT LENGTH 16 CM	5 Nos
	DEBAKEY ATRAUMATIC DISSECTING FORCEPS 1.5 MM STRAIGHT LENGTH 20 CM	5 Nos
	DEBAKEY ATRAUMATIC DISSECTING FORCEPS 2.7 MM STRAIGHT LENGTH 16 CM	5 Nos
	DEBAKEY ATRAUMATIC DISSECTING FORCEPS 2.7 MM STRAIGHT LENGTH 20 CM	5 Nos
	HALSTEAD - MOSQUITO FORCEPS STRAIGHT LENGTH 14 CM	10 Nos.
	HALSTEAD - MOSQUITO FORCEPS CURVED LENGTH 14 CM	10 Nos.
	HALSTEAD FORCEPS STRAIGHT LENGTH 21 CM	10 Nos.
	HALSTEAD FORCEPS CURVED LENGTH 21 CM	10 Nos.
	RANKIN - KELLY FORCEPS STRAIGHT LENGTH 16 CM	10 Nos.
	RANKIN - KELLY FORCEPS CURVED LENGTH 16 CM	10 Nos.
	NEGUS FORCEPS CURVED LENGTH 19 CM	10 Nos.
	KOCHER (ROCHESTER- OCHSNER) FORCEPS 1 X 2 TEETH STRAIGHT LENGTH 18 CM	10 Nos.

	KOCHER (ROCHESTER- OCHSNER) FORCEPS 1 X 2 TEETH STRAIGHT LENGTH 20 CM	10 Nos.
	KOCHER (ROCHESTER- OCHSNER) FORCEPS 1 X 2 TEETH CURVED LENGTH 18 CM	10 Nos.
	KOCHER (ROCHESTER- OCHSNER) FORCEPS 1 X 2 TEETH CURVED LENGTH 20 CM	10 Nos.
1	NEEDLE HOLDERS	
	CRILE-WOOD NEEDLE HOLDER SERRATED P04, LENGTH 15 CM	10 Nos.
	CRILE-WOOD NEEDLE HOLDER SERRATED P04, LENGTH 20 CM	10 Nos.
	STRATTE NEEDLE HOLDER SERRATED P05, LENGTH 23 CM	10 Nos.
	PNEUMATIC TOURNIQUET (ELECTRONIC)	2 Nos.
	DEMONSTRATION OF EQUIPMENT IS REQUIRED	

Item no. 15

DRILL & SAW SYSTEM

Drill and Reamer Hand Piece

Should have forward/ reverse and oscillation mode

Minimum speed of 1000-1200 rpm and should have variable speed control on the hand piece

Adaptors for Drill/ Reamer Hand Piece

Attachments

Reamer attachment for humrus, femur & tibia - -01No.

Drill chuck with Quick Coupling - -01No.

Oscillating Saw Attachment with variable Angle with Key -01No.

GENERAL TECHNICAL SPECIFICATIONS**GENERAL POINTS:**

1. Warranty:

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

2. After Sales Service:

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

3. Training:

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

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

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

Turnkey:

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

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

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

Note 1: Tenderer's attention is drawn to GIT clause 18 and GIT sub-clause 11.1. 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 equipment for carrying out routine and preventive maintenance wherever asked for and should make sure that Electrical Safety Analyzer / Tester for Medical equipment to periodically check the electrical safety aspects as per BIS Safety Standards IS-13540 which is also equivalent to IEC electrical safety standard IEC-60601 is a part of the equipment. If the Electrical Safety Analyzer/Tester is not available they should provide a commitment to get the equipment checked for electrical safety compliance with Electronic Regional Test Labs / Electronics Test and Development Centres across the country on every preventive maintenance call.

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

Section – VIII

Quality Control Requirements

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

Tender Reference No.

Date of opening

Time

Name and address of the Tenderer:

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

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

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

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

Signature and seal of the Tenderer

Section – IX

Qualification Criteria

1. The tenderer must be a manufacturer. In case the manufacturer does not quote directly, they may authorise their authorized agent as per proforma of Manufacturer authorization form as given in the tender enquiry document to quote and enter into a contractual obligation.
2. (a) The Manufacturer should have supplied and installed in last **Five** years from the date of Tender Opening, at least 100% of the quoted quantity of the similar equipment meeting major parameters of technical specification which is functioning satisfactorily.
2. (b) The Tenderers quoting as authorized representative of the manufacturer meeting the above criteria 2 (a) should have executed at least one contract in the last five years from the date of tender opening of similar equipment (of the same manufacturer) meeting major parameters of technical specification which is functioning satisfactorily, anywhere in India.

Note:

1. The tenderer shall give an affidavit as per Section XX:
2. In support of 2 (a) & 2 (b), the Tenderer shall furnish Performance statement in the enclosed Proforma 'A'.

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

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

PROFORMA 'A'
PROFORMA FOR PERFORMANCE STATEMENT

(For the period of last five years)

Tender Reference No. : _____

Date of opening : _____

Time : _____

Name and address of the Tenderer : _____

Name and address of the manufacturer : _____

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

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

Signature and seal of the Tenderer

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

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

Section – X
TENDER FORM

Date _____

To _____

**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	2	3	4	5							6
Schedule No.	Brief Description of Goods	Country of Origin	Quantity (Nos.)	Price per unit (Rs.)							Total Price (at Consignee Site) basis (Rs.) 4 x 5(g)
				Ex - factory/ Ex - warehouse /Ex - showroom /Off - the shelf (a)	Packing and Forwarding charges (b)	Excise Duty (if any) [%age & value] (c)	Sales Tax/VAT(if any) [%age & value] (d)	Inland Transportation, Insurance for a period including 3 months beyond date of delivery, loading/ unloading and Incidental costs till consignee's site (e)	Incidental Services (including Installation & Commissioning, Supervision, Demonstration and Training) at the Consignee's site (f)	Unit Price (at Consignee Site) basis (g) =a+b+c+d+e+f	

Total Tender price in Rupees: _____

In words: _____

Note: -

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

Name _____

Business Address _____

Place: _____

Date: _____

Signature of Tenderer _____

Seal of the Tenderer _____

B) PRICE SCHEDULE FOR GOODS TO BE IMPORTED FROM ABROAD

1	2	3	4	5				6
Schedule No.	Brief Description of Goods	Country of Origin	Quantity (Nos.)	Price per unit (Currency)				Total price on CIP Named Port of Destination + Insurance (local transportation and storage) 4X 5 (e)
				FOB price at port/ airport of Lading (a)	Freight & Insurance (port of loading to port of entry) and other Incidental costs (b)	Incidental Services (including Installation & Commissioning, Supervision, Demonstration and Training) at Consignee's site (c)	Extended Insurance (local transportation and storage) from port of entry to the consignee site for a period including 3 months beyond date of delivery** (d)	

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

Total Tender price in foreign currency: _____

In words: _____

Note: -

1. If there is a discrepancy between the unit price and total price THE UNIT PRICE shall prevail.
2. The charges for Annual CMC after warranty shall be quoted separately as per Section – XI – Price Schedule C
3. The Tenderer will be fully responsible for the safe arrival of the goods at the named port of entry in good condition as per terms of CIP as per INCOTERMS, if applicable
4. Custom duty @ 11.76% (considering CDEC provided) 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 (included in FOB price): ____% of FOB

Signature of Tenderer _____

Name _____

Business Address _____

Place: _____

Date: _____

Signature of Tenderer _____

Seal of the Tenderer _____

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

1 Schedule No.	2 BRIEF DESCRIPTION OF GOODS	3 Qty. (Nos.)	4 Annual Comprehensive Maintenance Contract Cost for Each Unit year wise*.					5 Total Annual Comprehensive Maintenance Contract Cost for 5 Years [3 x (4a+4b+4c+4d+4e)]
			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. 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.
4. Cost of CMC offered will be added (at a discounted rate of 10% per year) 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.

Name _____

Business Address _____

Place: _____

Date: _____

Signature of Tenderer _____

Seal of the Tenderer _____

D) PRICE SCHEDULE FOR TURNKEY

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

Note: -

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

Name _____

Business Address _____

Place: _____

Signature of Tenderer _____

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

SECTION – XII

QUESTIONNAIRE

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

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

SECTION – XIII

BANK GUARANTEE FORM FOR EMD

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

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

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

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

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

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

.....
Name and designation of the officer

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

SECTION – XIV

MANUFACTURER’S AUTHORISATION FORM

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.*

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 66 (Sixty Six) months from the date of Notification of Award i.e. up to ----- (indicate date)

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

.....
Name and designation of the officer

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

SECTION – XVI

CONTRACT FORM - A

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

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

Contract No _____ dated _____

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

1. Name & address of the Supplier: _____
2. Purchaser's TE document No _____ dated _____ and subsequent Amendment No _____, dated _____ (if any), issued by the purchaser
3. Supplier's Tender No _____ dated _____ and subsequent communication(s) No _____ dated _____ (if any), exchanged between the supplier and the purchaser in connection with this tender.
4. In addition to this Contract Form, the following documents etc, which are included in the documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as integral part of this contract:

- (i) General Conditions of Contract;
- (ii) Special Conditions of Contract;
- (iii) List of Requirements;
- (iv) Technical Specifications;
- (v) Quality Control Requirements;
- (vi) Tender Form furnished by the supplier;
- (vii) Price Schedule(s) furnished by the supplier in its tender;
- (viii) Manufacturers' Authorisation Form (if applicable for this tender);
- (ix) Purchaser's Notification of Award

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

5. Some terms, conditions, stipulations etc. out of the above-referred documents are reproduced below for ready reference:

- (i) Brief particulars of the goods and services which shall be supplied/ provided by the supplier are as under:

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

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

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

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

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

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

Received and accepted this contract

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

For and on behalf of _____

(Name and address of the supplier)

(Seal of the supplier)

Date: _____

Place: _____

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

Annual CM Contract No. _____ dated _____
Between _____

(Address of Head of Hospital (AIIMS))
And _____

(Name & Address of the Supplier)

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

In continuation to the above referred contract

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

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

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

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

Section XV of the TE document, along with the signed copy of Annual CMC within a period of 21 (twenty one) days of issue of Annual CMC failing which the proceeds of Performance Security shall be payable to the Purchaser/Consignee.

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

**(Signature, name and address
of Hospital/Institute/Medical College's authorised official)**

For and on behalf of _____

Received and accepted this contract

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

For and on behalf of _____

(Name and address of the supplier)

(Seal of the supplier)

Date: _____

Place: _____

SECTION – XVII

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: TRANSCART, NEW DELHI, Telex: VAHAN IN – 031 – 61157, 61158, 61159)

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

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

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

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

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

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

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

The seller should arrange shipment through the Government of India's Forwarding Agents M/s Schenker & Co. 2000 HAMBURG (Cable: SCHENKER CO., HAMBURG) or obtain certificate from them to the effect that shipment has been arranged in accordance with the instructions of the Ministry of Surface Transport, (TRANSHART), 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: TRANSHART, 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: TRANSCHART, 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: TRANSCHART, 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: TRANSCHART, NEW DELHI, Telex: VAHAN IN – 031 – 61157, 61158, 61159)

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

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

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

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

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

The Seller should arrange shipment of the goods by Indian vessels to the maximum extent possible subject to a minimum of 50 %. For the purpose of ascertaining the availability of suitable Indian vessels and granting dispensation in the event of their non-availability, the Seller should furnish the details regarding contract number, nature of cargo, quantity, port of lading, discharging, name of government consignee, expected date of readiness of each consignment etc. to the Shipping Co-ordination Officer, Ministry of Surface Transport, New Delhi, (Cable: 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

AFFIDAVIT/UNDERTAKING

I/ We have read and understood the instructions and the terms and conditions contained in the document. I/We accordingly accept all terms and conditions of the tender enquiry document including the essential conditions specially incorporated in the tender enquiry like terms of terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law. I/ We confirm that we do not stand deregistered/banned/blacklisted by any Govt. Authorities. I/ We do hereby declare that the information furnished/ uploaded is correct to the best of my/our knowledge and belief. I/ We also hereby certify that if at any time, information furnished by us is proved to be false or incorrect; I/ We are liable for any action as deemed fit by the purchaser in addition to forfeiture of the earnest money.

Date:

(Signature of the bidder)

NAME & ADDRESS OF THE BIDDER

NOTE: To be submitted on non-judicial stamp paper of Rs. 10/- duly certified by Public Notary

Section – XXI
Consignee List

Consignee Code	Medical Institutions	Contact Address.	Air Port	Sea Port
PMC	Government Medical College-Patiala	The Principal Government Medical Collage Patiala	Delhi	ICD, Tughlakabad New Delhi

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